Docket #0003 Date Filed: 10/19/2021

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re:	Chapter 11
ALDRICH PUMP LLC, *et al.*,[1]	Case No. 20-30608 (JCW)
Debtors.	Jointly Administered
OFFICIAL COMMITTEE OF ASBESTOS PERSONAL INJURY CLAIMANTS,	
Plaintiff,	
v.	Adversary Proceeding No. 21-03029
ALDRICH PUMP LLC, MURRAY BOILER LLC, TRANE TECHNOLOGIES COMPANY LLC, and TRANE U.S. INC.,	
Defendants.	

EXHIBITS TO COMPLAINT

NOW COMES the Official Committee of Asbestos Personal Injury Claimant, by and through undersigned counsel, and hereby files the attached Exhibits to the *Complaint for Substantive Consolidation of Debtors' Estates with Certain Nondebtor Affiliates or, Alternatively, to Reallocate Debtors' Asbestos Liabilities to those Affiliates* [Adv. Dkt. No. 1].

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

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Respectfully submitted,

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Special Litigation Counsel to the Official Committee of Asbestos Personal Injury Claimants

Dated: October 19, 2021

EXHIBIT 1

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2019

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ____ to ____

Commission File No. 001-34400

INGERSOLL-RAND PUBLIC LIMITED COMPANY

(Exact name of registrant as specified in its charter)

Ireland	**98-0626632**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

170/175 Lakeview Dr.
Airside Business Park
Swords Co. Dublin
Ireland

(Address of principal executive offices)

Registrant's telephone number, including area code: +(353) (0) 18707400

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Ordinary Shares, Par Value $1.00 per Share	IR	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.:

Large accelerated filer	☒	Accelerated filer	☐	Emerging growth company	☐
Non-accelerated filer	☐	Smaller reporting company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of ordinary shares held by nonaffiliates on June 28, 2019 was approximately $30.5 billion based on the closing price of such stock on the New York Stock Exchange.

The number of ordinary shares outstanding as of February 1, 2020 was 238,401,033.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's proxy statement to be filed within 120 days of the close of the registrant's fiscal year in connection with the registrant's Annual General Meeting of Shareholders to be held June 4, 2020 are incorporated by reference into Part II and Part III of this Form 10-K.

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INGERSOLL-RAND PLC

Form 10-K
For the Fiscal Year Ended December 31, 2019

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CAUTIONARY STATEMENT FOR FORWARD LOOKING STATEMENTS

Certain statements in this report, other than purely historical information, are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “forecast,” “outlook,” “intend,” “strategy,” “plan,” “may,” “could,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result,” or the negative thereof or variations thereon or similar terminology generally intended to identify forward-looking statements.

Forward-looking statements may relate to such matters as projections of revenue, margins, expenses, tax provisions, earnings, cash flows, benefit obligations, share or debt repurchases or other financial items; any statements of the plans, strategies and objectives of management for future operations, including those relating to any statements concerning expected development, performance or market share relating to our products and services; any statements regarding future economic conditions or our performance; any statements regarding pending investigations, claims or disputes; any statements of expectation or belief; and any statements of assumptions underlying any of the foregoing. These statements are based on currently available information and our current assumptions, expectations and projections about future events. While we believe that our assumptions, expectations and projections are reasonable in view of the currently available information, you are cautioned not to place undue reliance on our forward-looking statements. You are advised to review any further disclosures we make on related subjects in materials we file with or furnish to the Securities and Exchange Commission. Forward-looking statements speak only as of the date they are made and are not guarantees of future performance. They are subject to future events, risks and uncertainties - many of which are beyond our control - as well as potentially inaccurate assumptions, that could cause actual results to differ materially from our expectations and projections. We do not undertake to update any forward-looking statements.

Factors that might affect our forward-looking statements include, among other things:

- overall economic, political and business conditions in the markets in which we operate;
- the demand for our products and services;
- competitive factors in the industries in which we compete;
- changes in tax laws and requirements (including tax rate changes, new tax laws, new and/or revised tax law interpretations and any legislation that may limit or eliminate potential tax benefits resulting from our incorporation in a non-U.S. jurisdiction, such as Ireland);
- trade protection measures such as import or export restrictions and requirements, the imposition of tariffs and quotas or revocation or material modification of trade agreements;
- the outcome of any litigation, governmental investigations, claims or proceedings;
- the outcome of any income tax audits or settlements;
- interest rate fluctuations and other changes in borrowing costs;
- other capital market conditions, including availability of funding sources;
- currency exchange rate fluctuations, exchange controls and currency devaluations;
- availability of and fluctuations in the prices of key commodities;
- impairment of our goodwill, indefinite-lived intangible assets and/or our long-lived assets;
- climate change, changes in weather patterns, natural disasters, seasonal fluctuations, health epidemics or pandemics or other contagious outbreaks;
- the impact of potential information technology, data security breaches or other cybersecurity issues; and
- the strategic acquisition or divestiture of businesses (including the proposed separation of our Industrial segment pursuant to a Reverse Morris Trust transaction), product lines and joint ventures;

Some of the significant risks and uncertainties that could cause actual results to differ materially from our expectations and projections are described more fully in Part I, Item 1A “Risk Factors.” You should read that information in conjunction with “Management's Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of this report and our Consolidated Financial Statements and related notes in Part II, Item 8 “Financial Statements and Supplementary Data” of this report. We note such information for investors as permitted by the Private Securities Litigation Reform Act of 1995.

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PART I

Item 1. **BUSINESS**

Overview

Ingersoll-Rand plc (Plc or Parent Company), a public limited company incorporated in Ireland in 2009, and its consolidated subsidiaries (collectively, we, our, the Company) is a diversified, global company that provides products, services and solutions to enhance the quality, energy efficiency and comfort of air in homes and buildings, transport and protect food and perishables and increase industrial productivity and efficiency. Our business segments consist of Climate and Industrial, both with strong brands and highly differentiated products within their respective markets. We generate revenue and cash primarily through the design, manufacture, sale and service of a diverse portfolio of industrial and commercial products that include well-recognized, premium brand names such as American Standard®, ARO®, Club Car®, Ingersoll-Rand®, Thermo King® and Trane®.

To achieve our mission of being a world leader in creating comfortable, sustainable and efficient environments, we continue to focus on growth by increasing our recurring revenue stream from parts, services, controls, used equipment and rentals; and to continuously improve the efficiencies and capabilities of the products and services of our businesses. We also continue to focus on operational excellence strategies as a central theme to improving our earnings and cash flow.

Business Segments

Our business segments provide products, services and solutions used to increase the efficiency and productivity of both industrial and commercial operations and homes, as well as improve the health and comfort of people around the world.

Our business segments are as follows:

Climate

Our Climate segment delivers energy-efficient products and innovative energy services. It includes Trane® and American Standard® Heating & Air Conditioning which provide heating, ventilation and air conditioning (HVAC) systems, and commercial and residential building services, parts, support and controls; energy services and building automation through Trane Building Advantage™ and Nexia™; and Thermo King® transport temperature control solutions. This segment had 2019 net revenues of $13,075.9 million.

Industrial

Our Industrial segment delivers products and services that enhance energy efficiency, productivity and operations. It includes compressed air and gas systems and services, power tools, material handling systems, fluid management systems, as well as Club Car ® golf, utility and consumer low-speed vehicles. This segment had 2019 net revenues of $3,523.0 million.

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Products and Services

Our principal products and services by business segment include the following:

Climate	
Aftermarket and OEM parts and supplies	Indoor air quality
Air conditioners	Industrial refrigeration
Air exchangers	Installation contracting
Air handlers	Large commercial unitary
Airside and terminal devices	Light commercial unitary
Auxiliary power units	Motor replacements
Building management systems	Multi-pipe HVAC systems
Bus and rail HVAC systems	Package heating and cooling systems
Chillers	Performance contracting
Coils and condensers	Rail refrigeration systems
Container refrigeration systems and gensets	Refrigerant reclamation
Control systems	Repair and maintenance services
Cryogenic refrigeration systems	Rental services
Diesel-powered refrigeration systems	Self-powered truck refrigeration systems
Ductless systems	Service agreements
Energy management services	Temporary heating and cooling systems
Facility management services	Thermostats/controls
Furnaces	Trailer refrigeration systems
Geothermal systems	Transport heater products
Heat pumps	Unitary systems (light and large)
Home automation	Variable Refrigerant Flow
Humidifiers	Vehicle-powered truck refrigeration systems
Hybrid and non-diesel transport refrigeration solutions	Water source heat pumps
Ice energy storage solutions	

Industrial	
Air compressors (centrifugal, reciprocating and rotary)	Hydrogen compression, dispensing and refueling systems
Air-operated pumps (diaphragm and piston)	Installation contracting
Air treatment and air separation systems	Liquid and gas sampling systems
Aftermarket and OEM parts and supplies	Maintenance and repair services
Airends	Metering and process pumps, skids and systems
Blowers	Mixers
Controllers and control systems dryers	Odorant injection systems
Digital Systems Monitoring	Power tools (pneumatic, cordless and electric)
Engine starting systems	Precision fastening tools, software and systems
Ergonomic material handling systems	Rental services
Filters, regulators and lubricators	Rough terrain (AWD) vehicles
Fluid power components	Service agreements
Gas boosters and high-pressure valves	Utility and consumer low-speed vehicles
Gas compressors	Mobile golf information systems
Golf vehicles	Water-powered dosing pumps
Hoists (pneumatic, hydraulic, electric and manual)	Winches (pneumatic, hydraulic and electric)

These products are sold primarily under our name and under other names including American Standard®, ARO®, Club Car®, Ingersoll-Rand®, Thermo King® and Trane®.

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Separation of Industrial Segment Businesses

In April 2019, Ingersoll-Rand plc and Gardner Denver Holdings, Inc. (GDI) announced that they entered into definitive agreements pursuant to which we will separate our Industrial segment businesses (IR Industrial) by way of spin-off to our shareholders and then combine with GDI to create a new company focused on flow creation and industrial technologies. This business is expected to be renamed Ingersoll-Rand, Inc. Our remaining HVAC and transport refrigeration businesses, reported under the Climate segment, will focus on climate control solutions for buildings, homes and transportation and be renamed Trane Technologies plc. The transaction is expected to close by early 2020, subject to approval by GDI's shareholders, regulatory approvals and customary closing conditions.

Acquisitions and Equity Investments

During 2019, we acquired several businesses that complement existing products and services. In May 2019, we acquired 100% of the outstanding stock of Precision Flow Systems (PFS). PFS, reported in the Industrial segment, is a manufacturer of precision flow control equipment including precision dosing pumps and controls that serve the global water, oil and gas, agriculture, industrial and specialty market segments. Acquisitions within the Climate segment consisted of an independent dealer to support the ongoing strategy to expand our distribution network as well as other businesses that strengthen our product portfolio.

During 2018, we acquired several businesses and entered into a joint venture. In May 2018, we completed our investment of a 50% ownership interest in a joint venture with Mitsubishi Electric Corporation (Mitsubishi). The joint venture, reported within the Climate segment, focuses on marketing, selling and supporting variable refrigerant flow (VRF) and ductless heating and air conditioning systems through Trane, American Standard and Mitsubishi channels in the U.S. and select Latin American countries. In January 2018, we acquired 100% of the outstanding stock of ICS Group Holdings Limited (ICS Cool Energy). The acquired business, reported within the Climate segment, specializes in the temporary rental of energy efficient chillers for commercial and industrial buildings across Europe. It also sells, permanently installs and services high performance temperature control systems for all types of industrial processes.

During 2017, we acquired several businesses, including channel acquisitions, that complement existing products and services. Acquisitions within the Climate segment primarily consisted of independent dealers which support the ongoing strategy to expand our distribution network. Acquisitions within the Industrial segment primarily consisted of a telematics business which builds upon our growing portfolio of connected assets.

Competitive Conditions

Our products and services are sold in highly competitive markets throughout the world. Due to the diversity of these products and services and the variety of markets served, we encounter a wide variety of competitors that vary by product line and services. They include well-established regional or specialized competitors, as well as larger U.S. and non-U.S. corporations or divisions of larger companies.

The principal methods of competition in these markets relate to price, quality, delivery, service and support, technology and innovation. We believe that we are one of the leading manufacturers in the world of HVAC systems and services, air compression systems, transport temperature control products, power tools, and golf, utility and consumer low-speed vehicles.

Distribution

Our products are distributed by a number of methods, which we believe are appropriate to the type of product. U.S. sales are made through branch sales offices, distributors and dealers across the country. Non-U.S. sales are made through numerous subsidiary sales and service companies with a supporting chain of distributors throughout the world.

Operations by Geographic Area

Approximately 34% of our net revenues in 2019 were derived outside the U.S. and we sold products in more than 100 countries. Therefore, the attendant risks of manufacturing or selling in a particular country, such as currency devaluation, nationalization and establishment of common markets, may have an adverse impact on our non-U.S. operations.

Customers

We have no customer that accounted for more than 10% of our consolidated net revenues in 2019, 2018 or 2017. No material part of our business is dependent upon a single customer or a small group of customers; therefore, the loss of any one customer would not have a material adverse effect on our results of operations or cash flows.

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Raw Materials

We manufacture many of the components included in our products, which requires us to employ a wide variety of commodities. Principal commodities, such as steel, copper and aluminum, are purchased from a large number of independent sources around the world, primarily within the region where the products are manufactured. We believe that available sources of supply will generally be sufficient for the foreseeable future. There have been no commodity shortages which have had a material adverse effect on our businesses.

Working Capital

We manufacture products that must be readily available to meet our customers' rapid delivery requirements. Therefore, we maintain an adequate level of working capital to support our business needs and our customers' requirements. Such working capital requirements are not, however, in the opinion of management, materially different from those experienced by our major competitors. We believe our sales and payment terms are competitive in and appropriate for the markets in which we compete.

Seasonality

Demand for certain of our products and services is influenced by weather conditions. For instance, sales in our commercial and residential HVAC businesses historically tend to be seasonally higher in the second and third quarters of the year because this represents spring and summer in the U.S. and other northern hemisphere markets, which are the peak seasons for sales of air conditioning systems and services. Therefore, results of any quarterly period may not be indicative of expected results for a full year and unusual weather patterns or events could negatively or positively affect certain segments of our business and impact overall results of operations.

Research and Development

We engage in research and development activities in an effort to introduce new products, enhance existing product effectiveness, improve ease of use and reliability as well as expand the various applications for which our products may be appropriate. In addition, we continually evaluate developing technologies in areas that we believe will enhance our business for possible investment or acquisition. We anticipate that we will continue to make significant expenditures for research and development activities as we look to maintain and improve our competitive position.

Patents and Licenses

Our intellectual property rights are important to our business and include numerous patents, trademarks, copyrights, trade secrets, proprietary technology, technical data, business processes, and other confidential information. Although in aggregate we consider our intellectual property rights to be valuable to our operations, we do not believe that our business is materially dependent on a single intellectual property right or any group of them. In our opinion, engineering, production skills and experience are more responsible for our market position than our patents and/or licenses.

Backlog

Our approximate backlog of orders, believed to be firm, at December 31, was as follows:

In millions	2019	2018
Climate	$ 2,513.3	$ 2,914.4
Industrial	622.5	514.8
Total	$ 3,135.8	$ 3,429.2

These backlog figures are based on orders received. While the major portion of our products are built in advance of order and either shipped or assembled from stock, orders for specialized machinery or specific customer application are submitted with extensive lead times and are often subject to revision and deferral, and to a lesser extent cancellation or termination. We expect to ship a majority of the December 31, 2019 backlog during 2020.

Environmental Matters

We continue to be dedicated to environmental and sustainability programs to minimize the use of natural resources, and reduce the utilization and generation of hazardous materials from our manufacturing processes and to remediate identified environmental concerns. As to the latter, we are currently engaged in site investigations and remediation activities to address environmental cleanup from past operations at current and former manufacturing facilities.

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We are sometimes a party to environmental lawsuits and claims and have received notices of potential violations of environmental laws and regulations from the Environmental Protection Agency and similar state authorities. We have also been identified as a potentially responsible party (PRP) for cleanup costs associated with off-site waste disposal at federal Superfund and state remediation sites. For all such sites, there are other PRPs and, in most instances, our involvement is minimal.

In estimating our liability, we have assumed that we will not bear the entire cost of remediation of any site to the exclusion of other PRPs who may be jointly and severally liable. The ability of other PRPs to participate has been taken into account, based on our understanding of the parties' financial condition and probable contributions on a per site basis. Additional lawsuits and claims involving environmental matters are likely to arise from time to time in the future.

For a further discussion of our potential environmental liabilities, see Note 22 to the Consolidated Financial Statements.

Asbestos-Related Matters

Certain of our wholly-owned subsidiaries and former companies are named as defendants in asbestos-related lawsuits in state and federal courts. In many of the lawsuits, a large number of other companies have also been named as defendants. The vast majority of those claims allege injury caused by exposure to asbestos contained in certain historical products, primarily pumps, boilers and railroad brake shoes. None of our existing or previously-owned businesses were a producer or manufacturer of asbestos.

See also the discussion under Part I, Item 3, "Legal Proceedings," and Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Contingent Liabilities," as well as further detail in Note 22 to the Consolidated Financial Statements.

Employees

As of December 31, 2019, we employed approximately 50,000 people throughout the world.

Available Information

We file annual, quarterly, and current reports, proxy statements, and other documents with the Securities and Exchange Commission under the Securities Exchange Act of 1934.

This Annual Report on Form 10-K, as well as our quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to all of the foregoing reports, are made available free of charge on our Internet website (http://www.ingersollrand.com) as soon as reasonably practicable after such reports are electronically filed with or furnished to the Securities and Exchange Commission. The Board of Directors of the Company has also adopted and posted in the Investor Relations section of the Company's website our Corporate Governance Guidelines and charters for each of the Board's standing committees. The contents of the Company's website are not incorporated by reference in this report.

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Executive Officers of the Registrant

The following is a list of executive officers of the Company as of February 18, 2020.

Name and Age	Date of Service as an Executive Officer	Principal Occupation and Other Information for Past Five Years
Michael W. Lamach (56)	2/16/2004	Chairman of the Board (since June 2010) and Chief Executive Officer (since February 2010)
Susan K. Carter (61)	10/2/2013	Senior Vice President and Chief Financial Officer (since October 2013) The Company announced on December 10, 2019 that Ms. Carter will retire as Chief Financial Officer of the Company effective upon the close of the Reverse Morris Trust transaction.
David S. Regnery (57)	8/5/2017	President and Chief Operating Officer (since January 1, 2020); Executive Vice President (September 2017 to December 2019); Vice President, President of Commercial HVAC, North America and EMEA (2013 to 2017)
Marcia J. Avedon (58)	2/7/2007	Executive Vice President, Chief Human Resources, Marketing and Communications Officer (since January 1, 2020); Senior Vice President, Human Resources, Communications and Corporate Affairs (June 2013 to December 2019); Senior Vice President, Human Resources and Communications (2007 - 2013)
Paul A. Camuti (58)	8/1/2011	Executive Vice President and Chief Technology and Strategy Officer (since January 1, 2020); Senior Vice President, Innovation and Chief Technology Officer (August 2011 to December 2019)
Evan M. Turtz (51)	4/3/2019	Senior Vice President and General Counsel (since April 2019); Secretary (Since October 2013); Vice President (Since 2008); Deputy General Counsel-Industrial (Since 2016); General Counsel-Compression Technologies and Services (Since July 2016); Deputy General Counsel-Labor and Employment (2008-2016)
Keith A. Sultana (50)	10/12/2015	Senior Vice President, Global Operations and Integrated Supply Chain (since October 2015); Vice President, Global Procurement (January 2015 to October 2015); Vice President, Global Integrated Supply Chain (GISC) for Climate Solutions (May 2010 to December 2014)
Christopher J. Kuehn (47)	6/1/2015	Vice President and Chief Accounting Officer (since June 2015); Vice President, Corporate Controller and Chief Accounting Officer, Whirlpool Corporation (a global manufacturer and marketer of major home appliances), (2012-2015) The Company announced on December 10, 2019 that Mr. Kuehn will succeed Ms. Carter as Chief Financial Officer of the Company effective upon the close of the Reverse Morris Trust transaction.

No family relationship exists between any of the above-listed executive officers of the Company. All officers are elected to hold office for one year or until their successors are elected and qualified.

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Item 1A. **RISK FACTORS**

Our business, financial condition, results of operations, and cash flows are subject to a number of risks that could cause the actual results and conditions to differ materially from those projected in forward-looking statements contained in this Annual Report on Form 10-K. The risks set forth below are those we consider most significant. We face other risks, however, that we do not currently perceive to be material which could cause actual results and conditions to differ materially from our expectations. You should evaluate all risks before you invest in our securities. If any of the risks actually occur, our business, financial condition, results of operations or cash flows could be adversely impacted. In that case, the trading price of our ordinary shares could decline, and you may lose all or part of your investment.

Our global operations subject us to economic risks.

Our global operations are dependent upon products manufactured, purchased and sold in the U.S. and internationally. These activities are subject to risks that are inherent in operating globally, including:

- changes in local laws and regulations or imposition of currency restrictions and other restraints;
- limitation of ownership rights, including expropriation of assets by a local government, and limitation on the ability to repatriate earnings;
- sovereign debt crises and currency instability in developed and developing countries;
- trade protection measures such as import or export restrictions and requirements, the imposition of burdensome tariffs and quotas or revocation or material modification of trade agreements;
- difficulty in staffing and managing global operations;
- difficulty of enforcing agreements, collecting receivables and protecting assets through non-U.S. legal systems;
- national and international conflict, including war, civil disturbances and terrorist acts; and
- recessions, economic downturns, slowing economic growth and social and political instability.

These risks could increase our cost of doing business internationally, increase our counterparty risk, disrupt our operations, disrupt the ability of suppliers and customers to fulfill their obligations, limit our ability to sell products in certain markets and have a material adverse impact on our results of operations, financial condition, and cash flows.

We face significant competition in the markets that we serve and our growth is dependent, in part, on the development, commercialization and acceptance of new products and services.

The markets that we serve are highly competitive. We compete worldwide with a number of other manufacturers and distributors that produce and sell similar products. There has been consolidation and new entrants (including non-traditional competitors) within our industries and there may be future consolidation and new entrants which could result in increased competition and significantly alter the dynamics of the competitive landscape in which we operate. Due to our global footprint we are competing worldwide with large companies and with smaller, local operators who may have customer, regulatory or economic advantages in the geographies in which they are located. In addition, some of our competitors may employ pricing and other strategies that are not traditional. While we understand our markets and competitive landscape, there is always the risk of disruptive technologies coming from companies that are not traditionally manufacturers or service providers of our products.

In addition, we must develop and commercialize new products and services in a rapidly changing technological and business environment in order to remain competitive in our current and future markets and in order to continue to grow our business. The development and commercialization of new products and services require a significant investment of resources and an anticipation of the impact of new technologies and the ability to compete with others who may have superior resources in specific technology domains. We cannot provide any assurance that any new product or service will be successfully commercialized in a timely manner, if ever, or, if commercialized, will result in returns greater than our investment. Investment in a product or service could divert our attention and resources from other projects that become more commercially viable in the market. We also cannot provide any assurance that any new product or service will be accepted by our current and future markets. Failure to develop new products and services that are accepted by these markets could have a material adverse impact on our competitive position, results of operations, financial condition, and cash flows.

The capital and credit markets are important to our business.

Instability in U.S. and global capital and credit markets, including market disruptions, limited liquidity and interest rate volatility, or reductions in the credit ratings assigned to us by independent rating agencies could reduce our access to capital markets or increase the cost of funding our short and long term credit requirements. In particular, if we are unable to access capital and credit markets on terms that are acceptable to us, we may not be able to make certain investments or fully execute our business plans and strategies.

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Our suppliers and customers are also dependent upon the capital and credit markets. Limitations on the ability of customers, suppliers or financial counterparties to access credit at interest rates and on terms that are acceptable to them could lead to insolvencies of key suppliers and customers, limit or prevent customers from obtaining credit to finance purchases of our products and services and cause delays in the delivery of key products from suppliers.

In addition, changes in regulatory standards or industry practices, such as the transition away from LIBOR as a benchmark for short-term interest rates, could create incremental uncertainty in obtaining financing or increase the cost of borrowing for us, our suppliers or our customers.

Currency exchange rate fluctuations and other related risks may adversely affect our results.

We are exposed to a variety of market risks, including the effects of changes in currency exchange rates. See Part II Item 7A, "Quantitative and Qualitative Disclosure About Market Risk."

We have operations throughout the world that manufacture and sell products in various international markets. As a result, we are exposed to movements in exchange rates of various currencies against the U.S. dollar as well as against other currencies throughout the world.

Many of our non-U.S. operations have a functional currency other than the U.S. dollar, and their results are translated into U.S. dollars for reporting purposes. Therefore, our reported results will be higher or lower depending on the weakening or strengthening of the U.S. dollar against the respective foreign currency.

We use derivative instruments to hedge those material exposures that cannot be naturally offset. The instruments utilized are viewed as risk management tools, involve little complexity and are not used for trading or speculative purposes. To minimize the risk of counter party non-performance, derivative instrument agreements are made only through major financial institutions with significant experience in such derivative instruments.

We also face risks arising from the imposition of exchange controls and currency devaluations. Exchange controls may limit our ability to convert foreign currencies into U.S. dollars or to remit dividends and other payments by our foreign subsidiaries or businesses located in or conducted within a country imposing controls. Currency devaluations result in a diminished value of funds denominated in the currency of the country instituting the devaluation.

Material adverse legal judgments, fines, penalties or settlements could adversely affect our results of operations or financial condition.

We are currently and may in the future become involved in legal proceedings and disputes incidental to the operation of our business or the business operations of previously-owned entities. Our business may be adversely affected by the outcome of these proceedings and other contingencies (including, without limitation, contract claims or other commercial disputes, product liability, product defects and asbestos-related matters) that cannot be predicted with certainty. Moreover, any insurance or indemnification rights that we may have may be insufficient or unavailable to protect us against the total aggregate amount of losses sustained as a result of such proceedings and contingencies. As required by generally accepted accounting principles in the United States, we establish reserves based on our assessment of contingencies. Subsequent developments in legal proceedings and other events could affect our assessment and estimates of the loss contingency recorded as a reserve and we may be required to make additional material payments, which could have a material adverse impact on our liquidity, results of operations, financial condition, and cash flows.

Our reputation, ability to do business and results of operations could be impaired by improper conduct by any of our employees, agents or business partners.

We are subject to regulation under a wide variety of U.S. federal and state and non-U.S. laws, regulations and policies, including laws related to anti-corruption, anti-bribery, export and import compliance, anti-trust and money laundering, due to our global operations. We cannot provide assurance our internal controls will always protect us from the improper conduct of our employees, agents and business partners. Any violations of law or improper conduct could damage our reputation and, depending on the circumstances, subject us to, among other things, civil and criminal penalties, material fines, equitable remedies (including profit disgorgement and injunctions on future conduct), securities litigation and a general loss of investor confidence, any one of which could have a material adverse impact on our business prospects, financial condition, results of operations, cash flows, and the market value of our stock.

We may be subject to risks relating to our information technology systems.

We rely extensively on information technology systems, some of which are supported by third party vendors including cloud services, to manage and operate our business. We invest in new information technology systems designed to improve our operations. If these systems cease to function properly, if these systems experience security breaches or disruptions or if these systems do not

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provide the anticipated benefits, our ability to manage our operations could be impaired, which could have a material adverse impact on our results of operations, financial condition, and cash flows.

Security breaches or disruptions of our technology systems, infrastructure or products could negatively impact our business and financial results.

Our information technology systems, networks and infrastructure and technology embedded in certain of our control products may be subject to cyber attacks and unauthorized security intrusions. It is possible for such vulnerabilities to remain undetected for an extended period. Like other large companies, certain of our information technology systems have been subject to computer viruses, malicious code, unauthorized access, phishing attempts, denial-of-service attacks and other cyber attacks and we expect to be subject to similar attacks in the future. The methods used to obtain unauthorized access, disable or degrade service, or sabotage information technology systems are constantly changing and evolving. Despite having instituted security policies and business continuity plans, and implementing and regularly reviewing and updating processes and procedures to protect against unauthorized access, the ever-evolving threats mean we must continually evaluate and adapt our systems and processes, and there is no guarantee that they will be adequate to safeguard against all data security breaches or misuses of data. Hardware, software or applications we develop or obtain from third parties may contain defects in design or deployment or other problems that could unexpectedly result in security breaches or disruptions. Our systems, networks and certain of our control products may also be vulnerable to system damage, malicious attacks from hackers, employee errors or misconduct, viruses, power and utility outages, and other catastrophic events. Any of these incidents could cause significant harm to our business by negatively impacting our business operations, compromising the security of our proprietary information or the personally identifiable information of our customers, employees and business partners, exposing us to litigation or other legal actions against us or the imposition of penalties, fines, fees or liabilities. Such events could have a material adverse impact on our results of operations, financial condition and cash flows and could damage our reputation which could adversely affect our business. Our insurance coverage may not be adequate to cover all the costs related to a cybersecurity attack or disruptions resulting from such attacks. Customers are increasingly requiring cybersecurity protections and mandating cybersecurity standards in our products, and we may incur additional costs to comply with such demands. In addition, data privacy and protection laws are evolving and present increasing compliance challenges, which increase our costs, affect our competitiveness and can expose us to substantial fines or other penalties.

Commodity shortages and price increases could adversely affect our financial results.

We rely on suppliers to secure commodities, particularly steel and non-ferrous metals, required for the manufacture of our products. A disruption in deliveries from our suppliers or decreased availability of commodities could have an adverse effect on our ability to meet our commitments to customers or increase our operating costs. We believe that available sources of supply will generally be sufficient for our needs for the foreseeable future. Nonetheless, the unavailability of some commodities could have a material adverse impact on our results of operations and cash flows.

Volatility in the prices of these commodities or the impact of inflationary increases could increase the costs of our products and services. We may not be able to pass on these costs to our customers and this could have a material adverse impact on our results of operations and cash flows. Conversely, in the event there is deflation, we may experience pressure from our customers to reduce prices. There can be no assurance that we would be able to reduce our costs (through negotiations with suppliers or other measures) to offset any such price concessions which could adversely impact results of operations and cash flows. While we may use financial derivatives or supplier price locks to hedge against this volatility, by using these instruments we may potentially forego the benefits that might result from favorable fluctuations in prices and could experience lower margins in periods of declining commodity prices. In addition, while hedging activity may minimize near-term volatility of the commodity prices, it would not protect us from long-term commodity price increases.

Some of our purchases are from sole or limited source suppliers for reasons of cost effectiveness, uniqueness of design, or product quality. If these suppliers encounter financial or operating difficulties, we might not be able to quickly establish or qualify replacement sources of supply.

We may be required to recognize impairment charges for our goodwill and other indefinite-lived intangible assets.

At December 31, 2019, the net carrying value of our goodwill and other indefinite-lived intangible assets totaled $6.8 billion and $2.8 billion, respectively. In accordance with generally accepted accounting principles, we assess these assets annually during the fourth quarter for impairment or when there is a significant change in events or circumstances that indicate that the fair value of an asset is more likely than not less than the carrying amount of the asset. Significant negative industry or economic trends, disruptions to our business, unexpected significant changes or planned changes in use of the assets, divestitures and sustained market capitalization declines may result in recognition of impairments to goodwill or other indefinite-lived assets. Any charges relating to such impairments could have a material adverse impact on our results of operations in the periods recognized.

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Global climate change and related regulations could negatively affect our business.

Refrigerants are essential to many of our products and there is concern regarding the global warming potential of such materials. As such, national, regional and international regulations and policies are being implemented to curtail their use. As regulations reduce the use of the current class of widely used refrigerants, our next generation solutions are being adopted globally, with sales in more than 30 countries to date. Our climate commitment requires us to offer a full line of next generation, lower global warming potential products by 2030 without compromising safety or energy efficiency. Additionally, we committed to increase energy efficiency and reduce the greenhouse gas footprint of our operations by 35 percent by 2020, which we achieved in 2018, two years early. While we are committed to pursuing these sustainable solutions, there can be no assurance that our commitments will be successful, that our products will be accepted by the market, that proposed regulation or deregulation will not have a negative competitive impact or that economic returns will match the investment that we are making in new product development.

Concerns regarding global climate change have resulted in the Kigali amendment to the Montreal Protocol, pursuant to which countries have agreed to a scheduled phase down of certain high global warming potential refrigerants. Countries may pass regulations that are even more restrictive than this international accord. Some countries, including the U.S., have not yet ratified the amendment and there could be lower customer demand for next generation products in these countries. There continues to be a lack of consistent climate legislation, which creates economic and regulatory uncertainty. In addition, the U.S. withdrawal from the Paris Accord could affect our competitiveness in certain markets. Such regulatory uncertainty extends to future incentives for energy efficient buildings and vehicles and costs of compliance, which may impact the demand for our products, obsolescence of our products and our results of operations.

Natural disasters, epidemics or other unexpected events may disrupt our operations, adversely affect our results of operations and financial condition, and may not be fully covered by insurance.

The occurrence of one or more unexpected events including hurricanes, fires, earthquakes, floods and other forms of severe weather, health epidemics or pandemics or other contagious outbreaks or other unexpected events in the U.S. or in other countries in which we operate or are located could adversely affect our operations and financial performance. Natural disasters, power outages, health epidemics or pandemics or other contagious outbreaks or other unexpected events could result in physical damage to and complete or partial closure of one or more of our plants, temporary or long-term disruption of our operations by causing business interruptions or by impacting the availability and cost of materials needed for manufacturing. Existing insurance arrangements may not provide full protection for the costs that may arise from such events, particularly if such events are catastrophic in nature or occur in combination. The occurrence of any of these events could increase our insurance and other operating costs or harm our sales in affected areas.

Some of the markets in which we operate are cyclical and seasonal and demand for our products and services could be adversely affected by downturns in these industries.

Demand for most of our products and services depends on the level of new capital investment and planned maintenance expenditures by our customers. The level of capital expenditures by our customers fluctuates based on planned expansions, new builds, repairs, commodity prices, general economic conditions, availability of credit, inflation, interest rates, market forecasts, tax and regulatory developments, trade policies, fiscal spending and sociopolitcal factors among others.

Our commercial and residential HVAC businesses provide products and services to a wide range of markets, including significant sales to the commercial and residential construction markets. Weakness in either or both of these construction markets may negatively impact the demand for our products and services.

Demand for our commercial and residential HVAC business is also influenced by weather conditions. For instance, sales in our commercial and residential HVAC businesses historically tend to be seasonally higher in the second and third quarters of the year because, in the U.S. and other northern hemisphere markets, spring and summer are the peak seasons for sales of air conditioning systems and services. The results of any quarterly period may not be indicative of expected results for a full year and unusual weather patterns or events could negatively or positively affect our business and impact overall results of operations.

The business of many of our industrial customers, particularly oil and gas companies are to varying degrees cyclical and have experienced periodic downturns. During such economic downturns, customers in these industries historically have tended to delay major capital projects, maintenance projects and upgrades.

Decrease in the demand for our products and services could have a material adverse impact on our results of operations and cash flow.

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Our business strategy includes acquiring companies, product lines, plants and assets, entering into joint ventures and making investments that complement our existing businesses. We also occasionally divest businesses that we own. We may not identify acquisition or joint venture candidates at the same rate as the past. Acquisitions, dispositions, joint ventures and investments that we identify could be unsuccessful or consume significant resources, which could adversely affect our operating results.

We continue to analyze and evaluate the acquisition and divestiture of strategic businesses and product lines, technologies and capabilities, plants and assets, joint ventures and investments with the potential to strengthen our industry position, to enhance our existing set of product and services offerings, to increase productivity and efficiencies, to grow revenues, earnings and cash flow, to help us stay competitive or to reduce costs. There can be no assurance that we will identify or successfully complete transactions with suitable candidates in the future, that we will consummate these transactions at rates similar to the past or that completed transactions will be successful. Strategic transactions may involve significant cash expenditures, debt incurrence, operating losses and expenses that could have a material adverse effect on our business, financial condition, results of operations and cash flows. Such transactions involve numerous other risks, including:

- diversion of management time and attention from daily operations;
- difficulties integrating acquired businesses, technologies and personnel into our business;
- difficulties in obtaining and verifying the financial statements and other business information of acquired businesses;
- inability to obtain required regulatory approvals and/or required financing on favorable terms;
- potential loss of key employees, key contractual relationships or key customers of either acquired businesses or our business;
- assumption of the liabilities and exposure to unforeseen or undisclosed liabilities of acquired businesses and exposure to regulatory sanctions;
- inheriting internal control deficiencies;
- dilution of interests of holders of our common shares through the issuance of equity securities or equity-linked securities; and
- in the case of joint ventures and other investments, interests that diverge from those of our partners without the ability to direct the management and operations of the joint venture or investment in the manner we believe most appropriate to achieve the expected value.

It may be difficult for us to complete transactions quickly without high costs and to integrate acquired operations efficiently into our business operations. Any acquisitions, divestitures, joint ventures or investments may ultimately harm our business, financial condition, results of operations and cash flows. There are additional risks related to our Reverse Morris Trust transaction, see page 15 under "Risks Related to the Transactions" for more information.

Our operations are subject to regulatory risks.

Our U.S. and non-U.S. operations are subject to a number of laws and regulations, including among others, laws related to the environment and health and safety. We have made, and will be required to continue to make, significant expenditures to comply with these laws and regulations. Any violations of applicable laws and regulations could lead to significant penalties, fines or other sanctions. Changes in current laws and regulations could require us to increase our compliance expenditures, cause us to significantly alter or discontinue offering existing products and services or cause us to develop new products and services. Altering current products and services or developing new products and services to comply with changes in the applicable laws and regulations could require significant research and development investments, increase the cost of providing the products and services and adversely affect the demand for our products and services. The U.S. federal government and various states and municipalities have enacted or may enact legislation intended to deny government contracts to U.S. companies that reincorporate outside of the U.S. or have reincorporated outside of the U.S or may take other actions negatively impacting such companies. If we are unable to effectively respond to changes to applicable laws and regulations, interpretations of applicable laws and regulations, or comply with existing and future laws and regulations, our competitive position, results of operations, financial condition and cash flows could be materially adversely impacted.

Intellectual property infringement claims of others and the inability to protect our intellectual property rights could harm our competitive position.

The Company's intellectual property rights are important to its business and include numerous patents, trademarks, copyrights, trade secrets, proprietary technology, technical data, business processes, and other confidential information. Although in aggregate we consider our intellectual property rights to be valuable to our operations, we do not believe that our business is materially dependent on a single intellectual property right or any group of them. In our opinion, engineering, production skills and experience are more responsible for our market position than our patents and/or licenses.

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Nonetheless, this intellectual property may be subject to challenge, infringement, invalidation or circumvention by third parties. Despite extensive security measures, our intellectual property may be subject to misappropriation through unauthorized access of our information technology systems, employee theft, or theft by private parties or foreign actors, including those affiliated with or controlled by state actors. Our business and competitive position could be harmed by such events. Our ability to protect our intellectual property rights by legal recourse or otherwise may be limited, particularly in countries where laws or enforcement practices are inadequate or undeveloped. Our inability to enforce our IP rights under any of these circumstances could have an impact on our competitive position and business.

Risks Relating to Our Operations and Corporate Structure

Our corporate structure has resulted from prior corporate reorganizations and related transactions. These various transactions exposed us and our shareholders to the risks described below. In addition, we cannot be assured that all of the anticipated benefits of our operations and corporate structure will be realized.

Changes in tax or other laws, regulations or treaties, including the enactment of the U.S. Tax Cuts and Jobs Act, changes in our status under U.S. or non-U.S. laws or adverse determinations by taxing or other governmental authorities could increase our tax burden or otherwise affect our financial condition or operating results, as well as subject our shareholders to additional taxes.

The realization of any tax benefit related to our operations and corporate structure could be impacted by changes in tax or other laws, treaties or regulations or the interpretation or enforcement thereof by the U.S. or non-U.S. tax or other governmental authorities. Enacted comprehensive tax reform legislation in December 2017 known as the Tax Cuts and Jobs Act (the Act) made broad and complex changes to the U.S. tax code. As part of the migration from a worldwide system of taxation to a modified territorial system for corporations, the Act imposed a transition tax on certain unrepatriated earnings of non-U.S. subsidiaries. We recorded certain charges and benefits in connection with the Act and have taken a charge in connection with the mandatory deemed repatriation of earnings of certain of our Non-U.S. subsidiaries, and we have recorded other charges and benefits, set forth in greater detail in Note 18 to the Consolidated Financial Statements. Any additional impacts from the Act will be determined as the U.S. Department of Treasury and/or the IRS continue to release proposed and final guidance on certain relevant provisions of the Act which should provide better clarity regarding the interpretation, interaction and application of these rules; the new law's substantial limitations on, and/or elimination of, certain tax deductions and the introduction of new taxing provisions, among other items, may increase our overall tax burden or otherwise negatively impact the Company. Moreover, our overall tax burden may also be adversely impacted by any tax law changes implemented by other countries.

Notwithstanding this change in U.S. tax law, we continue to monitor for other tax changes, U.S. and non-U.S. related. From time to time, proposals have been made and/or legislation has been introduced to change the tax laws, regulations or interpretations thereof of various jurisdictions or limit tax treaty benefits that if enacted or implemented could materially increase our tax burden and/or effective tax rate and could have a material adverse impact on our financial condition and results of operations. Moreover, the Organisation for Economic Co-operation and Development has released proposals to create an agreed set of international rules for fighting base erosion and profit shifting, such that tax laws in countries in which we do business could change on a prospective or retroactive basis, and any such changes could adversely impact us. Finally, the European Commission has been very active in investigating whether various tax regimes or private tax rulings provided by a country to particular taxpayers may constitute State Aid. We cannot predict the outcome of any of these potential changes or investigations in any of the jurisdictions, but if any of the above occurs and impacts us, this could materially increase our tax burden and/or effective tax rate and could have a material adverse impact on our financial condition and results of operations.

While we monitor proposals and other developments that would materially impact our tax burden and/or effective tax rate and investigate our options, we could still be subject to increased taxation on a going forward basis no matter what action we undertake if certain legislative proposals or regulatory changes are enacted, certain tax treaties are amended and/or our interpretation of applicable tax or other laws is challenged and determined to be incorrect. In particular, any changes and/or differing interpretations of applicable tax law that have the effect of disregarding the shareholders' decision to reorganize in Ireland, limiting our ability to take advantage of tax treaties between jurisdictions, modifying or eliminating the deductibility of various currently deductible payments, or increasing the tax burden of operating or being resident in a particular country, could subject us to increased taxation.

In addition, tax authorities periodically review income tax returns filed by us and can raise issues regarding our filing positions, timing and amount of income or deductions, and the allocation of income among the jurisdictions in which we operate. These examinations on their own, or any subsequent litigation related to the examinations, may result in additional taxes or penalties against us. If the ultimate result of these audits differ from our original or adjusted estimates, they could have a material impact on our tax provision.

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Irish law differs from the laws in effect in the United States and may afford less protection to holders of our securities.

The United States currently does not have a treaty with Ireland providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. As such, there is some uncertainty as to whether the courts of Ireland would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on U.S. federal or state civil liability laws, including the civil liability provisions of the U.S. federal or state securities laws, or hear actions against us or those persons based on those laws.

As an Irish company, we are governed by the Irish Companies Act, which differs in some material respects from laws generally applicable to U.S. corporations and shareholders, including, among others, differences relating to interested director and officer transactions, indemnification of directors and shareholder lawsuits. Likewise, the duties of directors and officers of an Irish company generally are owed to the company only. Shareholders of Irish companies generally do not have a personal right of action against directors or officers of the company and may exercise such rights of action on behalf of the company only in limited circumstances. Accordingly, holders of our securities may have more difficulty protecting their interests than would holders of securities of a corporation incorporated in a jurisdiction of the United States. In addition, Irish law does not allow for any form of legal proceedings directly equivalent to the class action available in the United States.

Irish law allows shareholders to authorize share capital which then can be issued by a board of directors without shareholder approval. Also, subject to specified exceptions, Irish law grants statutory pre-emptive rights to existing shareholders to subscribe for new issuances of shares for cash, but allows shareholders to authorize the waiver of the statutory pre-emptive rights with respect to any particular allotment of shares. Under Irish law, we must have authority from our shareholders to issue any shares, including shares that are part of the Company's authorized but unissued share capital. In addition, unless otherwise authorized by its shareholders, when an Irish company issues shares for cash to new shareholders, it is required first to offer those shares on the same or more favorable terms to existing shareholders on a pro-rata basis. If we are unable to obtain these authorizations from our shareholders, or are otherwise limited by the terms of our authorizations, our ability to issue shares or otherwise raise capital could be adversely affected.

Dividends received by our shareholders may be subject to Irish dividend withholding tax.

In certain circumstances, we are required to deduct Irish dividend withholding tax (currently at the rate of 25%) from dividends paid to our shareholders. In the majority of cases, shareholders resident in the United States will not be subject to Irish withholding tax, and shareholders resident in a number of other countries will not be subject to Irish withholding tax provided that they complete certain Irish dividend withholding tax forms. However, some shareholders may be subject to withholding tax, which could have an adverse impact on the price of our shares.

Dividends received by our shareholders could be subject to Irish income tax.

Dividends paid in respect of our shares will generally not be subject to Irish income tax where the beneficial owner of these dividends is exempt from dividend withholding tax, unless the beneficial owner of the dividend has some connection with Ireland other than his or her shareholding in Ingersoll-Rand plc.

Our shareholders who receive their dividends subject to Irish dividend withholding tax will generally have no further liability to Irish income tax on the dividends unless the beneficial owner of the dividend has some connection with Ireland other than his or her shareholding in Ingersoll-Rand plc.

Risks Related to the Transactions

In April 2019, we announced that we entered into a Reverse Morris Trust transaction with Gardner Denver Holdings, Inc. (GDI) pursuant to which we would cause specific assets and liabilities of our Industrial segment to be transferred to a newly formed wholly-owned subsidiary, Ingersoll-Rand U.S. HoldCo. Inc. (Ingersoll Rand Industrial), and then distribute the shares of common stock of Ingersoll Rand Industrial to our shareholders (the Distribution). Charm Merger Sub Inc., which is a newly formed wholly-owned subsidiary of GDI (Merger Sub), would be merged with and into Ingersoll Rand Industrial, with Ingersoll Rand Industrial surviving such merger as a wholly-owned subsidiary of GDI. We refer to these transactions as the "Transactions." The Transactions will result in GDI acquiring our Industrial business and our shareholders receiving shares of GDI as a result of the merger. Following the merger, the combined company is expected to be renamed and operate under the name Ingersoll Rand Inc. and its common stock is expected to be listed on the New York Stock Exchange under our existing ticker symbol "IR". Our remaining Climate business will be renamed Trane Technologies plc and will trade under the ticker symbol "TT."

The proposed Reverse Morris Trust transaction with GDI is subject to various risks and uncertainties, and there is no assurance that the transaction will be completed on the terms or timeline contemplated, if at all.

The consummation of the merger is subject to numerous conditions, including (i) consummation of certain transactions (such as the separation of the Ingersoll Rand Industrial Business from our other business) and financings, (ii) the receipt of GDI stockholder approval for the transaction, and (iii) the receipt of certain regulatory approvals. The completion of the pending Reverse Morris

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Trust transaction is also subject to our receipt of an opinion (i) from U.S. tax counsel regarding the qualification of each of the distribution of shares of a company comprised of our Industrial segment businesses to our shareholders, certain internal transactions undertaken in anticipation of such distribution and the subsequent merger of this company with GDI as a tax-free transaction for U.S. federal income tax purposes and (ii) from Irish tax counsel that there will be no adverse Irish tax consequences, other than in respect of certain tax matters relevant only to certain of our Irish shareholders, as a result of the transaction. The completion of the transaction is also subject to the receipt by GDI of an opinion from its U.S. tax counsel regarding the qualification of the merger as a tax-free transaction for U.S. federal income tax purposes.

There can be no assurance that the merger and related transactions will be consummated on the terms or timeline currently contemplated, or at all.

Governmental agencies may not approve the merger or the related transactions necessary to complete the merger or may impose conditions to the approval of such transactions or require changes to the terms of such transactions. Any such conditions or changes could have the effect of delaying completion of the merger or otherwise reducing the anticipated benefits of the merger and such condition or change might cause the Company and/or GDI to restructure or terminate the merger or the related transactions.

We are subject to business uncertainties while the Reverse Morris Trust transaction with GDI is pending and the transaction may have an adverse effect on us even if not completed.

Uncertainty about the effect of the pending Reverse Morris Trust transaction with GDI on our employees, customers, partners, and suppliers may have adverse effects on our business, financial condition and results of operations. Our employees may be distracted due to uncertainty about their future roles with each of the separate companies pending the completion of the transaction, and we may face challenges in attracting, retaining and motivating key employees. Some of our suppliers or customers may delay or defer decisions or may end their relationships with us or our Industrial segment businesses, which could negatively affect revenues, earnings and cash flows of ours and our Industrial segment businesses. Execution of the proposed transaction will require significant time and attention from management, which may distract management from the operation of our businesses and the execution of other initiatives that may have been beneficial to us. Any delays in completion of the proposed Reverse Morris Trust transaction may increase the amount of time, effort, and expense that we devote to the transaction. We will be required to pay certain costs and expenses relating to the transaction, such as legal, accounting and other professional fees, whether or not it is completed. We may experience negative reactions from the financial markets if we fail to complete the transaction. Any of these factors could have a material adverse effect on our financial condition, results of operations, cash flows and the market price of our shares.

We may be unable to achieve some or all of the benefits that we expect to achieve from the transaction.

Although we believe that the pending Reverse Morris Trust transaction will provide financial, operational, managerial and other benefits to us and our shareholders, the transaction may not provide the results on the scope or on the scale we anticipate, and the assumed benefits of the transaction may not be fully realized. Accordingly, the transaction might not provide us and our shareholders benefits or value in excess of the benefits and value that might have been created or realized had we retained the Industrial segment businesses or undertaken another strategic alternative involving such businesses. Following the separation, distribution and subsequent merger, our remaining company Trane Technologies will be less diversified with a focus on climate control solutions for buildings, homes and transportation and may be more vulnerable to changing market conditions, which could materially adversely affect our business, results of operations and financial condition. These changes may not meet some shareholders' investment strategies, which could cause investors to sell their holdings in our shares and result in a decrease in the market price of our shares.

If the Distribution together with certain related transactions do not qualify as tax-free under Sections 355 and 368(a) of the Code, including as a result of subsequent acquisitions of stock of the Company or GDI, then the Company and our shareholders may be required to pay substantial U.S. federal income taxes, and GDI may be obligated to indemnify the Company for such taxes imposed on the Company.

The Distribution together with certain related transactions and the merger are conditioned upon our receipt of an opinion of counsel, to the effect that the Distribution together with certain related transactions will qualify as tax-free to our Company, Ingersoll Rand Industrial, other of our subsidiaries and our shareholders, as applicable, for U.S. federal income tax purposes. The opinion of our counsel will be based on, among other things, certain representations and assumptions as to factual matters made by GDI, Ingersoll Rand Industrial and the Company. The failure of any factual representation or assumption to be true, correct and complete in all material respects could adversely affect the validity of the opinion of counsel. An opinion of counsel represents counsel's best legal judgment, is not binding on the Internal Revenue Service (IRS) or the courts, and the IRS or the courts may not agree with the opinion. In addition, the opinion will be based on current law, and cannot be relied upon if current law changes with retroactive effect.

The Distribution will be taxable to the Company pursuant to Section 355(e) of the Code if there is a 50% or greater change in ownership of either the Company or Ingersoll Rand Industrial, directly or indirectly, as part of a plan or series of related transactions

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that include the Distribution. A Section 355(e) change of ownership would not make the Distribution taxable to our shareholders, but instead may result in corporate-level taxable gain to certain of our subsidiaries. Because our shareholders will collectively be treated as owning more than 50% of the GDI common stock following the merger, the merger alone should not cause the Distribution to be taxable to our subsidiaries under Section 355(e). However, Section 355(e) might apply if other acquisitions of stock of the Company before or after the merger, or of GDI before or after the merger, are considered to be part of a plan or series of related transactions that include the Distribution together with certain related transactions. If Section 355(e) applied, certain of our subsidiaries might recognize a very substantial amount of taxable gain, although if this applied as a result of certain actions taken by Ingersoll Rand Industrial, GDI or certain specified GDI stockholders, GDI would be required to bear the cost of any resultant tax liability under Section 355(e) pursuant to the terms of the Tax Matters Agreement.

If the merger does not qualify as a tax-free reorganization under Section 368(a) of the Code, our shareholders may be required to pay substantial U.S. federal income taxes.

The obligations of Ingersoll Rand Industrial and GDI to consummate the merger are conditioned, respectively, on our receipt of an opinion from our counsel and GDI's receipt of an opinion from their counsel in each case to the effect that the merger will qualify as a reorganization within the meaning of Section 368(a) of the Code. These opinions will be based upon, among other things, certain representations and assumptions as to factual matters made by GDI, the Company, Ingersoll Rand Industrial and Merger Sub. The failure of any factual representation or assumption to be true, correct and complete in all material respects could adversely affect the validity of the opinions. An opinion of counsel represents counsel's best legal judgment, is not binding on the IRS or the courts, and the IRS or the courts may not agree with the opinion. In addition, the opinions will be based on current law, and cannot be relied upon if current law changes with retroactive effect. If the merger were taxable, U.S. holders, of Ingersoll Rand Industrial would be considered to have made a taxable sale of their Ingersoll Rand Industrial common stock to GDI, and such U.S. holders of Ingersoll Rand Industrial would generally recognize taxable gain or loss on their receipt of GDI common stock in the merger.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

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Item 2. **PROPERTIES**

As of December 31, 2019, we owned or leased a total of approximately 33 million square feet of space worldwide. Manufacturing and assembly operations are conducted in 59 plants across the world. We also maintain various warehouses, offices and repair centers throughout the world. The majority of our plant facilities are owned by us with the remainder under long-term lease arrangements. We believe that our plants have been well maintained, are generally in good condition and are suitable for the conduct of our business.

The locations by segment of our principal plant facilities at December 31, 2019 were as follows:

Climate		
Americas	Europe and Middle East	Asia Pacific and India
Arecibo, Puerto Rico	Barcelona, Spain	Bangkok, Thailand
Brampton, Ontario	Bari, Italy	Taicang, China
Charlotte, North Carolina	Charmes, France	Zhongshan, China
Clarksville, Tennessee	Essen, Germany	
Columbia, South Carolina	Galway, Ireland	
Curitiba, Brazil	Golbey, France	
Fairlawn, New Jersey	King Abdullah Economic City, Saudi Arabia	
Fort Smith, Arkansas	Kolin, Czech Republic	
Fremont, Ohio		
Grand Rapids, Michigan		
Hastings, Nebraska		
La Crosse, Wisconsin		
Lexington, Kentucky		
Lynn Haven, Florida		
Monterrey, Mexico		
Newberry, South Carolina		
Pueblo, Colorado		
Rushville, Indiana		
St. Paul, Minnesota		
Trenton, New Jersey		
Tyler, Texas		
Vidalia, Georgia		
Waco, Texas		

Industrial		
Americas	Europe and Middle East	Asia Pacific and India
Augusta, Georgia	Bordeaux, France	Changzhou, China
Burbank, California	Fogliano Redipuglia, Italy	Chennai, India
Campbellsville, Kentucky	Logatec, Slovenia	Guilin, China
Dorval, Canada	Pont St. Pierre, France	Naroda, India
Ivyland, Pennsylvania	Sin le Noble, France	Sahibabad, India
Kent, Washington	Sunderland, UK	Shanghai, China
Mocksville, North Carolina	Vignate, Italy	Wujiang, China
Sarasota, Florida	Wasquehal, France	
Southern Pines, North Carolina		
West Chester, Pennsylvania		

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Item 3. **LEGAL PROCEEDINGS**

In the normal course of business, we are involved in a variety of lawsuits, claims and legal proceedings, including commercial and contract disputes, employment matters, product liability and product defect claims, asbestos-related claims, environmental liabilities, intellectual property disputes, and tax-related matters. In our opinion, pending legal matters are not expected to have a material adverse impact on our results of operations, financial condition, liquidity or cash flows.

Asbestos-Related Matters

Certain of our wholly-owned subsidiaries and former companies are named as defendants in asbestos-related lawsuits in state and federal courts. In virtually all of the suits, a large number of other companies have also been named as defendants. The vast majority of those claims allege injury caused by exposure to asbestos contained in certain historical products, primarily pumps, boilers and railroad brake shoes. None of our existing or previously-owned businesses were a producer or manufacturer of asbestos.

See also the discussion under Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Contingent Liabilities," and also Note 22 to the Consolidated Financial Statements.

Item 4. **MINE SAFETY DISCLOSURES**

Not applicable.

PART II

Item 5. **MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Information regarding the principal market for our ordinary shares and related shareholder matters is as follows:

Our ordinary shares are traded on the New York Stock Exchange under the symbol IR. As of February 1, 2020, the approximate number of record holders of ordinary shares was 2,753.

Issuer Purchases of Equity Securities

The following table provides information with respect to purchases by us of our ordinary shares during the quarter ended December 31, 2019:

Period	Total number of shares purchased (000's) (a) (b)	Average price paid per share (a) (b)	Total number of shares purchased as part of program (000's) (a)	Approximate dollar value of shares still available to be purchased under the program ($000's) (a)
October 1 - October 31	0.4	$ 117.02	—	$ 999,961
November 1 - November 30	1,016.6	129.43	1,016.6	$ 868,382
December 1 - December 31	897.9	132.10	896.4	$ 749,959
Total	1,914.9	$ 130.68	1,913.0	

(a) Share repurchases are made from time to time in accordance with management's capital allocation strategy, subject to market conditions and regulatory requirements. In October 2018, our Board of Directors authorized the repurchase of up to $1.5 billion of our ordinary shares under a share repurchase program (2018 Authorization) upon completion of the prior authorized share repurchase program. During the fourth quarter of 2019, we repurchased and canceled approximately $250 million of our ordinary shares leaving approximately $750 million remaining under the 2018 Authorization.

(b) We may also reacquire shares outside of the repurchase program from time to time in connection with the surrender of shares to cover taxes on vesting of share based awards. We reacquired 394 shares in October, 9 shares in November and 1,411 shares in December in transactions outside the repurchase programs.

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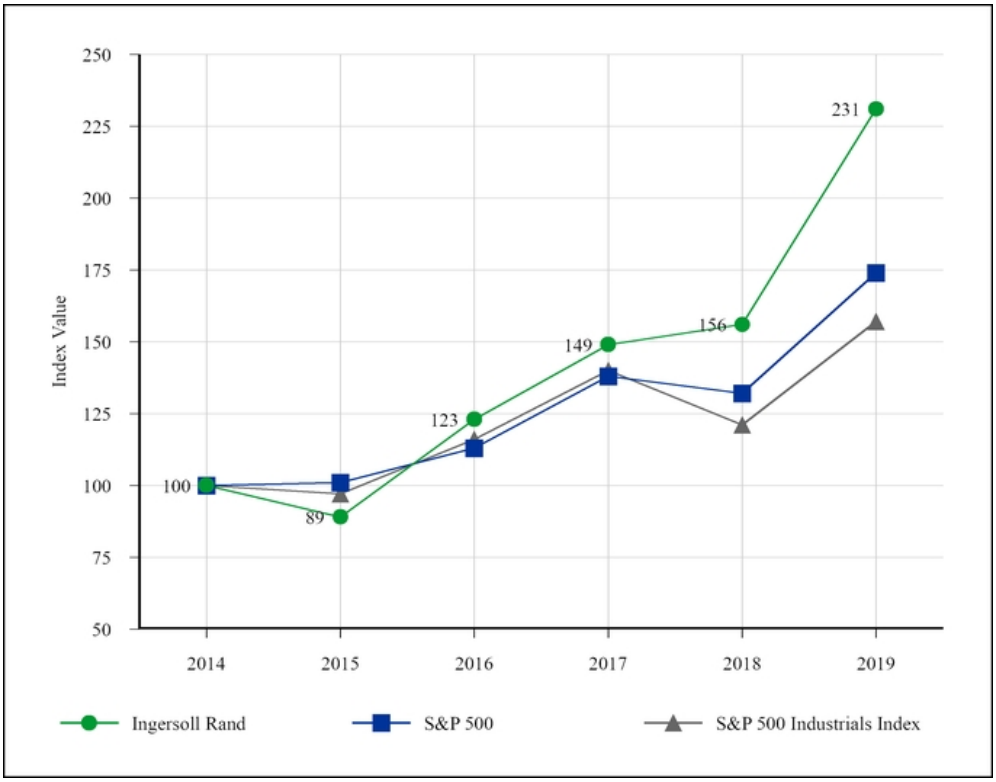
Performance Graph

The following graph compares the cumulative total shareholder return on our ordinary shares with the cumulative total return on (i) the Standard & Poor's 500 Stock Index and (ii) the Standard & Poor's 500 Industrial Index for the five years ended December 31, 2019. The graph assumes an investment of $100 in our ordinary shares, the Standard & Poor's 500 Stock Index and the Standard & Poor's 500 Industrial Index on December 31, 2014 and assumes the reinvestment of dividends.



Company/Index	2014	2015	2016	2017	2018	2019
Ingersoll Rand	100	89	123	149	156	231
S&P 500	100	101	113	138	132	174
S&P 500 Industrials Index	100	97	116	140	121	157

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Item 6. **SELECTED FINANCIAL DATA**

In millions, except per share amounts:

At and for the years ended December 31,	2019 [1]	2018	2017	2016	2015
Net revenues	$ 16,598.9	$ 15,668.2	$ 14,197.6	$ 13,508.9	$ 13,300.7
Net earnings (loss) attributable to Ingersoll-Rand plc ordinary shareholders:					
Continuing operations	1,370.3	1,359.1	1,328.0	1,443.3	688.9
Discontinued operations	40.6	(21.5)	(25.4)	32.9	(24.3)
Total assets	20,492.3	17,914.9	18,173.3	17,397.4	16,717.6
Total debt	5,573.4	4,091.3	4,064.0	4,070.2	4,217.8
Total Ingersoll-Rand plc shareholders' equity	7,267.6	7,022.7	7,140.3	6,643.8	5,816.7
Earnings (loss) per share attributable to Ingersoll-Rand plc ordinary shareholders:					
Basic:					
Continuing operations	$ 5.67	$ 5.50	$ 5.21	$ 5.57	$ 2.60
Discontinued operations	0.17	(0.09)	(0.10)	0.13	(0.09)
Diluted:					
Continuing operations	$ 5.61	$ 5.43	$ 5.14	$ 5.52	$ 2.57
Discontinued operations	0.16	(0.08)	(0.09)	0.13	(0.09)
Dividends declared per ordinary share	$ 2.12	$ 1.96	$ 1.70	$ 1.36	$ 1.16

(1) During 2019, the Company acquired PFS and adopted ASU 2016-02, "Leases" (ASC 842). Refer to Note 19, "Acquisitions and Divestitures" and Note 3, "Summary of Significant Accounting Policies" for additional information related to the acquisition of PFS and adoption of ASC 842, respectively.

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Item 7. **MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following Management's Discussion and Analysis of Financial Condition and Results of Operations contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from the results discussed in the forward-looking statements. Factors that might cause a difference include, but are not limited to, those discussed under Item 1A. Risk Factors in this Annual Report on Form 10-K. The following section is qualified in its entirety by the more detailed information, including our financial statements and the notes thereto, which appears elsewhere in this Annual Report.

This section discusses 2019 and 2018 items and year-to-year comparisons between 2019 and 2018. Discussions of 2017 items and year-to-year comparisons between 2018 and 2017 have been excluded in this Form 10-K and can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2018.

Overview

Organization

We are a diversified, global company that provides products, services and solutions to enhance the quality, energy efficiency and comfort of air in homes and buildings, transport and protect food and perishables and increase industrial productivity and efficiency. Our business segments consist of Climate and Industrial, both with strong brands and highly differentiated products within their respective markets. We generate revenue and cash primarily through the design, manufacture, sale and service of a diverse portfolio of industrial and commercial products that include well-recognized, premium brand names such as American Standard®, ARO®, Club Car®, Ingersoll-Rand®, Thermo King® and Trane®.

To achieve our mission of being a world leader in creating comfortable, sustainable and efficient environments, we continue to focus on growth by increasing our recurring revenue stream from parts, service, controls, used equipment and rentals; and to continuously improve the efficiencies and capabilities of the products and services of our businesses. We also continue to focus on operational excellence strategies as a central theme to improving our earnings and cash flows.

Trends and Economic Events

We are a global corporation with worldwide operations. As a global business, our operations are affected by worldwide, regional and industry-specific economic factors, as well as political factors, wherever we operate or do business. Our geographic and industry diversity, and the breadth of our product and services portfolios, have helped mitigate the impact of any one industry or the economy of any single country on our consolidated operating results.

Given the broad range of products manufactured and geographic markets served, management uses a variety of factors to forecast the outlook for the Company. We monitor key competitors and customers in order to gauge relative performance and the outlook for the future. We regularly perform detailed evaluations of the different market segments we are serving to proactively detect trends and to adapt our strategies accordingly. In addition, we believe our order rates are indicative of future revenue and thus a key measure of anticipated performance. In those industry segments where we are a capital equipment provider, revenues depend on the capital expenditure budgets and spending patterns of our customers, who may delay or accelerate purchases in reaction to changes in their businesses and in the economy.

Current economic conditions have moderated during the year and are mixed between the businesses in which we participate. Heating, Ventilation, and Air Conditioning (HVAC) equipment, replacement, services, controls and aftermarket continue to experience healthy demand. In addition, Residential and Commercial markets have seen continued momentum in the United States, positively impacting the results of our HVAC businesses. While geopolitical uncertainty exists in markets such as Europe, Asia and Latin America, we expect growth in our HVAC markets in 2020. Transport markets moderated in the second half of 2019 and we expect softer Transport markets in 2020. Global Industrial markets have moderated during the year and are now mixed with continued economic uncertainty driving weak short-cycle Industrial investment spending. We expect growth at the enterprise level to continue in 2020, benefiting from operational excellence initiatives, new product launches and continued sales excellence programs.

We believe we have a solid foundation of global brands that are highly differentiated in all of our major product lines. Our growing geographic and industry diversity coupled with our large installed product base provides growth opportunities within our service, parts and replacement revenue streams. In addition, we are investing substantial resources to innovate and develop new products and services which we expect will drive our future growth.

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Significant Events

Separation of Industrial Segment Businesses

In April 2019, Ingersoll-Rand plc and Gardner Denver Holdings, Inc. (GDI) announced that they entered into definitive agreements pursuant to which we will separate our Industrial segment businesses (IR Industrial) by way of spin-off to our shareholders and then combine with GDI to create a new company focused on flow creation and industrial technologies. This business is expected to be renamed Ingersoll-Rand Inc. Our remaining HVAC and transport refrigeration businesses, reported under the Climate segment, will focus on climate control solutions for buildings, homes and transportation and be renamed Trane Technologies plc. The transaction is expected to close by early 2020, subject to approval by GDI's shareholders, regulatory approvals and customary closing conditions.

Acquisitions and Equity Investments

During 2019, we acquired several businesses that complement existing products and services. In May 2019, we acquired 100% of the outstanding stock of Precision Flow Systems (PFS). PFS, reported in the Industrial segment, is a manufacturer of precision flow control equipment including precision dosing pumps and controls that serve the global water, oil and gas, agriculture, industrial and specialty market segments. Acquisitions within the Climate segment consisted of an independent dealer to support the ongoing strategy to expand our distribution network in North America as well as other businesses that strengthen our product portfolio.

During 2018, we acquired several businesses and entered into a joint venture. In May 2018, we completed our investment of a 50% ownership interest in a joint venture with Mitsubishi Electric Corporation (Mitsubishi). The joint venture, reported within the Climate segment, focuses on marketing, selling and supporting variable refrigerant flow (VRF) and ductless heating and air conditioning systems through Trane, American Standard and Mitsubishi channels in the U.S. and select Latin American countries. In January 2018, we acquired 100% of the outstanding stock of ICS Group Holdings Limited (ICS Cool Energy). The acquired business, reported within the Climate segment, specializes in the temporary rental of energy efficient chillers for commercial and industrial buildings across Europe. It also sells, permanently installs and services high performance temperature control systems for all types of industrial processes.

Share Repurchase Program and Dividends

Share repurchases are made from time to time in accordance with management's capital allocation strategy, subject to market conditions and regulatory requirements. In February 2017, our Board of Directors authorized the repurchase of up to $1.5 billion of our ordinary shares under a share repurchase program (the 2017 Authorization) upon completion of the prior authorized share repurchase program. Repurchases under the 2017 Authorization began in May 2017 and ended in December 2018, completing the program. In October 2018, our Board of Directors authorized the repurchase of up to $1.5 billion of our ordinary shares under a share repurchase program (2018 Authorization) upon completion of the 2017 Authorization. No material amounts were repurchased under this program in 2018. During the year ended December 31, 2019, we repurchased and canceled approximately $750 million of our ordinary shares leaving approximately $750 million remaining under the 2018 Authorization.

In June 2018, we announced an increase in our quarterly share dividend from $0.45 to $0.53 per ordinary share. This reflected an 18% increase that began with our September 2018 payment and an 83% increase since the beginning of 2016. Looking forward, we expect to maintain our current quarterly share dividend through 2020 and then continue our long-standing capital deployment priorities to raise the dividend with earnings growth for 2021 and beyond.

Issuance of Senior Notes

In March 2019, we issued $1.5 billion principal amount of senior notes in three tranches through Ingersoll-Rand Luxembourg Finance S.A., an indirect, wholly-owned subsidiary. The tranches consist of $400 million aggregate principal amount of 3.500% senior notes due 2026, $750 million aggregate principal amount of 3.800% senior notes due 2029 and $350 million aggregate principal amount of 4.500% senior notes due 2049. The net proceeds were used to finance the acquisition of PFS and for general corporate purposes.

In February 2018, we issued $1.15 billion principal amount of senior notes in three tranches through an indirect, wholly-owned subsidiary. The tranches consist of $300 million aggregate principal amount of 2.900% senior notes due 2021, $550 million aggregate principal amount of 3.750% senior notes due 2028 and $300 million aggregate principal amount of 4.300% senior notes due 2048. In March 2018, we used the proceeds to fund the redemption of $750 million aggregate principal amount of 6.875% senior notes due 2018 and $350 million aggregate principal amount of 2.875% senior notes due 2019, with the remainder used for general corporate purposes.

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Results of Operations

Our Climate segment delivers energy-efficient products and innovative energy services. It includes Trane® and American Standard® Heating & Air Conditioning which provide heating, ventilation and air conditioning (HVAC) systems, and commercial and residential building services, parts, support and controls; energy services and building automation through Trane Building Advantage™ and Nexia™ ; and Thermo King® transport temperature control solutions.

Our Industrial segment delivers products and services that enhance energy efficiency, productivity and operations. It includes compressed air and gas systems and services, power tools, material handling systems, fluid management systems, as well as Club Car ® golf, utility and consumer low-speed vehicles.

Year Ended December 31, 2019 Compared to the Year Ended December 31, 2018 - Consolidated Results

Dollar amounts in millions	2019	2018	Period Change	2019 % of Revenues	2018 % of Revenues
Net revenues	$ 16,598.9	$ 15,668.2	$ 930.7		
Cost of goods sold	(11,451.5)	(10,847.6)	(603.9)	69.0%	69.2%
Selling and administrative expenses	(3,129.8)	(2,903.2)	(226.6)	18.8%	18.6%
Operating income	2,017.6	1,917.4	100.2	12.2%	12.2%
Interest expense	(243.0)	(220.7)	(22.3)		
Other income/(expense), net	(33.0)	(36.4)	3.4		
Earnings before income taxes	1,741.6	1,660.3	81.3		
Provision for income taxes	(353.7)	(281.3)	(72.4)		
Earnings from continuing operations	1,387.9	1,379.0	8.9		
Discontinued operations, net of tax	40.6	(21.5)	62.1		
Net earnings	$ 1,428.5	$ 1,357.5	$ 71.0		

Net Revenues

Net revenues for the year ended December 31, 2019 increased by 5.9%, or $930.7 million, compared with the same period of 2018. The components of the period change are as follows:

Volume	4.0 %
Acquisitions	1.5 %
Pricing	1.7 %
Currency translation	(1.3)%
Total	5.9 %

The increase was primarily driven by higher volumes in our Climate segment. Improved pricing, along with incremental revenues from acquisitions, further contributed to the year-over-year increase. However, each segment was impacted by unfavorable foreign currency exchange rate movements. Refer to the "Results by Segment" below for a discussion of *Net Revenues* by segment.

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Cost of Goods Sold

Cost of goods sold for the year ended December 31, 2019 increased by 5.6%, or $603.9 million, compared with the same period of 2018. The increase was primarily driven by volume growth, with equipment sales growing faster than service and parts sales, which are lower cost. In addition, incremental cost of goods sold related to revenues from acquisitions, material inflation, higher tariffs and acquisition related inventory step-up further contributed to the year-over-year increase. These increases were partially offset by favorable foreign currency exchange rate movements. Cost of goods sold as a percentage of net revenues was relatively flat year-over-year, decreasing 20 basis points from 69.2% of net revenues in 2018 to 69.0% of net revenues in 2019.

Selling and Administrative Expenses

Selling and administrative expenses for the year ended December 31, 2019 increased by 7.8%, or $226.6 million, compared with the same period of 2018. The increase in selling and administrative expenses was primarily driven by higher compensation and benefit charges related to variable compensation, Industrial Segment separation-related costs and PFS acquisition-related costs. In addition, amortization of intangibles related to the PFS acquisition further contributed to the year-over-year increase. Selling and administrative expenses as a percentage of net revenues increased 20 basis points from 18.6% to 18.8% in 2019 primarily due to the Industrial Segment separation-related costs and PFS acquisition-related costs, which increased *Selling and administrative expenses* as a percentage of net revenues by 60 basis points in 2019.

Operating Income/Margin

Operating margin remained flat at 12.2% for the year ended December 31, 2019 compared with the same period of 2018. Factors impacting operating margin included material and other inflation, an unfavorable shift in product mix primarily related to faster growth in equipment sales compared to higher margin service and parts sales, Industrial Segment separation-related costs and PFS acquisition-related costs, increased spending on business investments and unfavorable foreign currency exchange rate movements. These unfavorable impacts were offset by improved pricing and productivity gains. Refer to the "Results by Segment" below for a discussion of operating margin by segment.

Interest Expense

Interest expense for the year ended December 31, 2019 increased by $22.3 million compared with the same period of 2018. The increase primarily relates to new debt issuances during the first quarter of 2019 and 2018. During the first quarter of 2018, we incurred $15.4 million of premium expense and $1.2 million of unamortized costs in *Interest expense* as a result of the redemption of $1.1 billion of senior notes.

Other income/(expense), net

The components of *Other income/(expense), net*, for the years ended December 31 are as follows:

In millions	2019	2018	Period Change
Interest income	$ 3.1	$ 6.4	$ (3.3)
Foreign currency exchange gain (loss)	(12.3)	(17.6)	5.3
Other components of net periodic benefit cost	(39.3)	(21.9)	(17.4)
Other activity, net	15.5	(3.3)	18.8
Other income/(expense), net	$ (33.0)	$ (36.4)	$ 3.4

Other income /(expense), net includes the results from activities other than normal business operations such as interest income and foreign currency gains and losses on transactions that are denominated in a currency other than an entity's functional currency. In addition, we include the components of net periodic benefit cost for pension and post retirement obligations other than the service cost component. Other activity, net primarily includes items associated with our Trane business for the settlement of asbestos-related claims, insurance settlements on asbestos-related matters and the revaluation of its liability and corresponding insurance asset for potential future claims and recoveries.

Provision for Income Taxes

The 2019 effective tax rate was 20.3% which is slightly lower than the U.S. Statutory rate of 21% primarily due to a reduction in deferred tax asset valuation allowances for certain non-U.S. net deferred tax assets and excess tax benefits from employee share-based payments. These amounts were partially offset by U.S. state and local taxes, an increase in a deferred tax asset valuation allowance for certain state net deferred tax assets and certain non-deductible expenses. In addition, the reduction was also driven by earnings in non-U.S. jurisdictions, which in aggregate, have a lower effective tax rate. Revenues from non-U.S. jurisdictions accounted for approximately 34% of our total 2019 revenues, such that a material portion of our pretax income was earned and

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taxed outside the U.S. at rates ranging from 0% to 38%. When comparing the results of multiple reporting periods, among other factors, the mix of earnings between U.S. and foreign jurisdictions can cause variability in our overall effective tax rate.

The 2018 effective tax rate was 16.9% which is lower than the U.S. Statutory rate of 21% primarily due to the measurement period adjustment related to the change in permanent reinvestment assertion on unremitted earnings of certain foreign subsidiaries, the deduction for Foreign Derived Intangible Income, the recognition of excess tax benefits from employee share based payments and a reduction in a valuation allowance for certain state net deferred tax assets. This decrease was partially offset by the measurement period adjustment related to a valuation allowance on excess foreign tax credits, U.S. state and local income taxes and certain non-deductible employee expenses. In addition, the reduction was also driven by earnings in non-U.S. jurisdictions, which in aggregate, have a lower effective tax rate. Revenues from non-U.S. jurisdictions accounted for approximately 36% of our total 2018 revenues, such that a material portion of our pretax income was earned and taxed outside the U.S. at rates ranging from 0% to 38%. When comparing the results of multiple reporting periods, among other factors, the mix of earnings between U.S. and foreign jurisdictions can cause variability in our overall effective tax rate.

Discontinued Operations

The components of *Discontinued operations, net of tax* for the years ended December 31 are as follows:

In millions	2019	2018	Period Change
Pre-tax earnings (loss) from discontinued operations	$ 54.8	$ (85.5)	$ 140.3
Tax benefit (expense)	(14.2)	64.0	(78.2)
Discontinued operations, net of tax	$ 40.6	$ (21.5)	$ 62.1

Discontinued operations are retained obligations from previously sold businesses, including amounts related to the 2013 spin-off of our commercial and residential security business, that primarily include ongoing expenses for postretirement benefits, product liability and legal costs. In addition, we include costs associated with Ingersoll-Rand Company for the settlement and defense of asbestos-related claims, insurance settlements on asbestos-related matters and the revaluation of our liability for potential future claims and recoveries. During 2019, we reached settlements with several insurance carriers associated with pending asbestos insurance coverage litigation.

Year Ended December 31, 2019 Compared to the Year Ended December 31, 2018 - Results by Segment

Segment operating income on an as reported basis is the measure of profit and loss that our chief operating decision maker uses to evaluate the financial performance of the business and as the basis for performance reviews, compensation and resource allocation. For these reasons, we believe that Segment operating income represents the most relevant measure of segment profit and loss. We define Segment operating margin as Segment operating income as a percentage of *Net revenues*.

Dollar amounts in millions	2019	2018	Period Change	% Change
Climate				
Net Revenues	$ 13,075.9	$ 12,343.8	$ 732.1	5.9%
Segment operating income	1,908.5	1,766.2	142.3	8.1%
Segment operating income as a percentage of net revenues	14.6%	14.3%		
Industrial				
Net Revenues	3,523.0	3,324.4	198.6	6.0%
Segment operating income	455.0	405.3	49.7	12.3%
Segment operating income as a percentage of net revenues	12.9%	12.2%		
Total net revenues	$ 16,598.9	$ 15,668.2	$ 930.7	5.9%
Reconciliation to Operating Income				
Segment operating income from reportable segments	2,363.5	2,171.5	192.0	8.8%
Unallocated corporate expenses	(345.9)	(254.1)	(91.8)	36.1%
Total operating income	$ 2,017.6	$ 1,917.4	$ 100.2	5.2%

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Climate

Net revenues for the year ended December 31, 2019 increased by 5.9% or $732.1 million, compared with the same period of 2018. The components of the period change are as follows:

Volume	5.2 %
Pricing	1.9 %
Currency translation	(1.2)%
Total	5.9 %

Segment operating margin increased 30 basis points to 14.6% for the year ended December 31, 2019, compared with 14.3% for the same period of 2018. The increase was primarily driven by higher volume, improved pricing and productivity gains, partially offset by increased spend on investments and restructuring, material and other inflation and a shift in product mix, primarily related to faster growth in equipment sales compared to higher margin service and parts sales.

Industrial

Net revenues for the year ended December 31, 2019 increased by 6.0% or $198.6 million, compared with the same period of 2018. The components of the period change are as follows:

Volume	(0.6)%
Acquisitions	7.4 %
Pricing	1.2 %
Currency translation	(2.0)%
Total	6.0 %

Segment operating margin increased 70 basis points to 12.9% for the year ended December 31, 2019 compared with 12.2% for the same period of 2018. The increase was primarily driven by productivity benefits, decreased spending on restructuring and pricing improvements, partially offset by lower volumes, unfavorable foreign currency movements, material and other inflation and a shift in product mix, primarily related to faster growth in equipment sales compared to higher margin service and parts sales.

Unallocated Corporate Expense

Unallocated corporate expense for the year ended December 31, 2019 increased by 36.1% or $91.8 million, compared with the same period of 2018. The primary drivers of the increase were due to Industrial Segment separation-related costs of $94.6 million and PFS acquisition-related transaction costs of $12.9 million. These costs were partially offset by lower functional costs.

Liquidity and Capital Resources

We assess our liquidity in terms of our ability to generate cash to fund our operating, investing and financing activities. In doing so, we review and analyze our current cash on hand, the number of days our sales are outstanding, inventory turns, capital expenditure commitments and income tax payments. Our cash requirements primarily consist of the following:

- Funding of working capital
- Funding of capital expenditures
- Dividend payments
- Debt service requirements

Our primary sources of liquidity include cash balances on hand, cash flows from operations, proceeds from debt offerings, commercial paper, and borrowing availability under our existing credit facilities. We earn a significant amount of our operating income in jurisdictions where it is deemed to be permanently reinvested. Our most prominent jurisdiction of operation is the U.S. We expect existing cash and cash equivalents available to the U.S. operations, the cash generated by our U.S. operations, our committed credit lines as well as our expected ability to access the capital and debt markets will be sufficient to fund our U.S. operating and capital needs for at least the next twelve months and thereafter for the foreseeable future. In addition, we expect existing non-U.S. cash and cash equivalents and the cash generated by our non-U.S. operations will be sufficient to fund our non-U.S. operating and capital needs for at least the next twelve months and thereafter for the foreseeable future.

As of December 31, 2019, we had $1,303.6 million of cash and cash equivalents on hand, of which $931.3 million was held by non-U.S. subsidiaries. Cash and cash equivalents held by our non-U.S. subsidiaries are generally available for use in our U.S. operations via intercompany loans, equity infusions or via distributions from direct or indirectly owned non-U.S. subsidiaries for

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which we do not assert permanent reinvestment. As a result of the Tax Cuts and Jobs Act in 2017, additional repatriation opportunities to access cash and cash equivalents held by non-U.S. subsidiaries have been created. In general, repatriation of cash to the U.S. can be completed with no significant incremental U.S. tax. However, to the extent that we repatriate funds from non-U.S. subsidiaries for which we assert permanent reinvestment to fund our U.S. operations, we would be required to accrue and pay applicable non-U.S. taxes. As of December 31, 2019, we currently have no plans to repatriate funds from subsidiaries for which we assert permanent reinvestment.

Share repurchases are made from time to time in accordance with management's capital allocation strategy, subject to market conditions and regulatory requirements. In February 2017, our Board of Directors authorized the repurchase of up to $1.5 billion of our ordinary shares under a share repurchase program (the 2017 Authorization) upon completion of the prior authorized share repurchase program. Repurchases under the 2017 Authorization began in May 2017 and ended in December 2018, completing the program. In October 2018, our Board of Directors authorized the repurchase of up to $1.5 billion of our ordinary shares under a share repurchase program (2018 Authorization) upon completion of the 2017 Authorization. No material amounts were repurchased under this program in 2018. During the year ended December 31, 2019, we repurchased and canceled approximately $750 million of our ordinary shares leaving approximately $750 million remaining under the 2018 Authorization.

In June 2018, we announced an increase in our quarterly share dividend from $0.45 to $0.53 per ordinary share. This reflected an 18% increase that began with our September 2018 payment and an 83% increase since the beginning of 2016. Looking forward, we expect to maintain our current quarterly share dividend through 2020 and then continue our long-standing capital deployment priorities to raise the dividend with earnings growth for 2021 and beyond.

We continue to be active with acquisitions and joint venture activity. Since the beginning of 2018, we entered into a joint venture and acquired several businesses, including channel acquisitions, that complement existing products and services further growing our product portfolio. In May 2019, we acquired all the outstanding capital stock of PFS and utilized net proceeds from our $1.5 billion senior note debt issuance to finance the transaction. In addition, we have incurred approximately $95 million in costs related to the separation of IR Industrial as previously described. We anticipate to incur costs at the high end of the $150 million to $200 million range related to the separation activities. Lastly, we incur ongoing costs associated with restructuring initiatives intended to result in improved operating performance, profitability and working capital levels. Actions associated with these initiatives may include workforce reductions, improving manufacturing productivity, realignment of management structures and rationalizing certain assets. Post separation through 2021, we expect to reduce stranded costs by $100 million and expect to incur $100 million to $150 million in cost to realize the stranded cost savings. We expect that our available cash flow, committed credit lines and access to the capital markets will be sufficient to fund share repurchases, dividends, ongoing restructuring actions, acquisitions, separation-related activities and joint venture activity.

Liquidity

The following table contains several key measures of our financial condition and liquidity at the periods ended December 31:

In millions	**2019**	**2018**
Cash and cash equivalents	$ 1,303.6	$ 903.4
Short-term borrowings and current maturities of long-term debt [(1)]	650.5	350.6
Long-term debt [(2)]	4,922.9	3,740.7
Total debt	5,573.4	4,091.3
Total Ingersoll-Rand plc shareholders' equity	7,267.6	7,022.7
Total equity	7,312.4	7,064.8
Debt-to-total capital ratio	43.3%	36.7%

(1) During the first quarter of 2018, we redeemed our 6.875% Senior notes due 2018 and our 2.875% Senior notes due 2019. During the second quarter of 2019, we reclassified our 2.625% Senior notes due May 2020 from noncurrent to current.

(2) We issued $1.15 billion principal amount of senior notes during February 2018 and $1.5 billion principal amount of senior notes during March 2019.

Debt and Credit Facilities

Our short-term obligations primarily consists of current maturities of long-term debt including $299.8 million of 2.625% Senior notes due in May 2020. In addition, we have outstanding $343.0 million of fixed rate debentures that contain a put feature that the holders may exercise on each anniversary of the issuance date. If exercised, we are obligated to repay in whole or in part, at the holder's option, the outstanding principal amount (plus accrued and unpaid interest) of the debentures held by the holder. We also maintain a commercial paper program which is used for general corporate purposes. Under the program, the maximum aggregate amount of unsecured commercial paper notes available to be issued, on a private placement basis, is $2.0 billion as of

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December 31, 2019. We had no commercial paper outstanding at December 31, 2019 and December 31, 2018. See Note 8 to the Consolidated Financial Statements for additional information regarding the terms of our short-term obligations.

Our long-term obligations primarily consist of long-term debt with final maturity dates ranging between 2021 and 2049. In addition, we maintain two 5-year, $1.0 billion revolving credit facilities. Each senior unsecured credit facility, one of which matures in March 2021 and the other in April 2023, provides support for our commercial paper program and can be used for working capital and other general corporate purposes. Total commitments of $2.0 billion were unused at December 31, 2019 and December 31, 2018. See Note 8 and Note 23 to the Consolidated Financial Statements for additional information regarding the terms of our long-term obligations and their related guarantees.

Pension Plans

Our investment objective in managing defined benefit plan assets is to ensure that all present and future benefit obligations are met as they come due. We seek to achieve this goal while trying to mitigate volatility in plan funded status, contribution and expense by better matching the characteristics of the plan assets to that of the plan liabilities. Our approach to asset allocation is to increase fixed income assets as the plan's funded status improves. We monitor plan funded status and asset allocation regularly in addition to investment manager performance. In addition, we monitor the impact of market conditions on our defined benefit plans on a regular basis. None of our defined benefit pension plans have experienced a significant impact on their liquidity due to market volatility. See Note 12 to the Consolidated Financial Statements for additional information regarding pensions.

Cash Flows

The following table reflects the major categories of cash flows for the years ended December 31, respectively. For additional details, please see the Consolidated Statements of Cash Flows in the Consolidated Financial Statements.

In millions	2019	2018
Net cash provided by (used in) continuing operating activities	$ 1,956.3	$ 1,474.5
Net cash provided by (used in) investing activities	(1,780.0)	(629.4)
Net cash provided by (used in) financing activities	270.5	(1,378.8)

Operating Activities

Net cash provided by continuing operating activities for the year ended December 31, 2019 was $1,956.3 million, of which net income provided $2,015.9 million after adjusting for non-cash transactions. *Changes in other assets and liabilities* used $59.6 million. Net cash provided by continuing operating activities for the year ended December 31, 2018 was $1,474.5 million, of which net income provided $1,794.3 million after adjusting for non-cash transactions. *Changes in other assets and liabilities* used $319.8 million. The year-over-year increase in net cash provided by continuing operating activities was primarily driven by higher net earnings as well as a focus on working capital whereby lower inventory levels and improvements in accounts receivable efforts more than offset reductions in outstanding accounts payable balances.

Investing Activities

Cash flows from investing activities represents inflows and outflows regarding the purchase and sale of assets. Primary activities associated with these items include capital expenditures, proceeds from the sale of property, plant and equipment, acquisitions, investments in joint ventures and divestitures. During the year ended December 31, 2019, net cash used in investing activities from continuing operations was $1,780.0 million. The primary driver of the usage was attributable to acquisitions in the period, including PFS, in which the total outflow, net of cash acquired, was approximately $1.5 billion. Other outflows included capital expenditures of $254.1 million. During the year ended December 31, 2018, net cash used in investing activities from continuing operations was $629.4 million. The primary driver of the usage is attributable to the acquisition of several businesses and the investment of a 50% ownership interest in a joint venture with Mitsubishi. The total outflow, net of cash acquired, was $285.2 million. Other outflows included capital expenditures of $365.6 million.

Financing Activities

Cash flows from financing activities represent inflows and outflows that account for external activities affecting equity and debt. Primary activities associated with these actions include paying dividends to shareholders, repurchasing our own shares, issuing our stock and debt transactions. During the year ended December 31, 2019, net cash provided by financing activities from continuing operations was $270.5 million. The primary driver of the inflow related to the issuance of $1.5 billion of senior notes during the period to finance the acquisition of PFS and other general corporate expenses. This amount was partially offset by the repurchase of 6.4 million ordinary shares totaling $750.1 million and $510.1 million of dividends paid to ordinary shareholders. During the year ended December 31, 2018, net cash used in financing activities from continuing operations was $1,378.8 million. Primary drivers of the cash outflow related to the repurchase of 9.7 million ordinary shares totaling $900.2 million and $479.5 million of

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dividends paid to ordinary shareholders. In addition, we issued $1.15 billion of senior notes which was predominately offset by the redemption of $1.1 billion of senior notes.

Discontinued Operations

Cash flows from discontinued operations primarily represent ongoing costs associated with postretirement benefits, product liability and legal costs from previously sold businesses. Net cash used in discontinued operating activities during the year ended December 31, 2019 was $36.8 million and primarily related to ongoing costs, partially offset by settlements reached with several insurance carriers associated with pending asbestos insurance coverage litigation. Net cash used in discontinued operating activities for the year ended December 31, 2018 was $66.7 million and primarily related to ongoing costs.

Capital Resources

Based on historical performance and current expectations, we believe our cash and cash equivalents balance, the cash generated from our operations, our committed credit lines and our expected ability to access capital markets will satisfy our working capital needs, capital expenditures, dividends, share repurchases, upcoming debt maturities, and other liquidity requirements associated with our operations for the foreseeable future.

Capital expenditures were $254.1 million, $365.6 million and $221.3 million for the years ended December 31, 2019, 2018 and 2017, respectively. Our investments continue to improve manufacturing productivity, reduce costs, provide environmental enhancements, upgrade information technology infrastructure and security and advanced technologies for existing facilities. The capital expenditure program for 2020 is estimated to be approximately one to two percent of revenues, including amounts approved in prior periods. Many of these projects are subject to review and cancellation at our option without incurring substantial charges.

For financial market risk impacting the Company, see Item 7A. "Quantitative and Qualitative Disclosure About Market Risk."

Capitalization

In addition to cash on hand and operating cash flow, we maintain significant credit availability under our Commercial Paper Program. Our ability to borrow at a cost-effective rate under the Commercial Paper Program is contingent upon maintaining an investment-grade credit rating. As of December 31, 2019, our credit ratings were as follows, remaining unchanged from 2018:

	Short-term	Long-term
Moody's	P-2	Baa2
Standard and Poor's	A-2	BBB

The credit ratings set forth above are not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal by the assigning rating organization. Each rating should be evaluated independently of any other rating.

Our public debt does not contain financial covenants and our revolving credit lines have a debt-to-total capital covenant of 65%. As of December 31, 2019, our debt-to-total capital ratio was significantly beneath this limit.

Contractual Obligations

The following table summarizes our contractual cash obligations by required payment period:

In millions	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years	Total
Long-term debt	$ 650.5 [(a)]	$ 440.2	$ 1,215.0	$ 3,307.2	$ 5,612.9
Interest payments on long-term debt	240.3	446.7	384.3	1,802.9	2,874.2
Purchase obligations	1,020.0	—	—	—	1,020.0
Operating leases	192.3	258.4	115.3	68.1	634.1
Total contractual cash obligations	$ 2,103.1	$ 1,145.3	$ 1,714.6	$ 5,178.2	$ 10,141.2

(a) Includes $343.0 million of debt redeemable at the option of the holder. The scheduled maturities of these bonds range between 2027 and 2028.

Future expected obligations under our pension and postretirement benefit plans, income taxes, environmental, asbestos-related, and product liability matters have not been included in the contractual cash obligations table above.

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Pensions

At December 31, 2019, we had a net unfunded liability of $714.4 million, which consists of noncurrent pension assets of $50.4 million and current and non-current pension benefit liabilities of $764.8 million. It is our objective to contribute to the pension plans to ensure adequate funds are available in the plans to make benefit payments to plan participants and beneficiaries when required. We currently project that we will contribute approximately $90 million to our enterprise plans worldwide in 2020. The timing and amounts of future contributions are dependent upon the funding status of the plan, which is expected to vary as a result of changes in interest rates, returns on underlying assets, and other factors. Therefore, pension contributions have been excluded from the preceding table. See Note 12 to the Consolidated Financial Statements for additional information regarding pensions.

Postretirement Benefits Other than Pensions

At December 31, 2019, we had postretirement benefit obligations of $428.8 million. We fund postretirement benefit costs principally on a pay-as-you-go basis as medical costs are incurred by covered retiree populations. Benefit payments, which are net of expected plan participant contributions and Medicare Part D subsidy, are expected to be approximately $42 million in 2020. Because benefit payments are not required to be funded in advance, and the timing and amounts of future payments are dependent on the cost of benefits for retirees covered by the plan, they have been excluded from the preceding table. See Note 12 to the Consolidated Financial Statements for additional information regarding postretirement benefits other than pensions.

Income Taxes

At December 31, 2019, we have total unrecognized tax benefits for uncertain tax positions of $78.2 million and $16.9 million of related accrued interest and penalties, net of tax. The liability has been excluded from the preceding table as we are unable to reasonably estimate the amount and period in which these liabilities might be paid. See Note 18 to the Consolidated Financial Statements for additional information regarding income taxes, including unrecognized tax benefits.

Contingent Liabilities

We are involved in various litigation, claims and administrative proceedings, including those related to environmental, asbestos-related, and product liability matters. We believe that these liabilities are subject to the uncertainties inherent in estimating future costs for contingent liabilities, and will likely be resolved over an extended period of time. Because the timing and amounts of potential future cash flows are uncertain, they have been excluded from the preceding table. See Note 22 to the Consolidated Financial Statements for additional information regarding contingent liabilities.

Critical Accounting Policies

Management's Discussion and Analysis of Financial Condition and Results of Operations are based upon our Consolidated Financial Statements, which have been prepared in accordance with accounting principles generally accepted in the United States (GAAP). The preparation of financial statements in conformity with those accounting principles requires management to use judgment in making estimates and assumptions based on the relevant information available at the end of each period. These estimates and assumptions have a significant effect on reported amounts of assets and liabilities, revenue and expenses as well as the disclosure of contingent assets and liabilities because they result primarily from the need to make estimates and assumptions on matters that are inherently uncertain. Actual results may differ from these estimates. If updated information or actual amounts are different from previous estimates, the revisions are included in our results for the period in which they become known.

The following is a summary of certain accounting estimates and assumptions made by management that we consider critical.

- Goodwill and indefinite-lived intangible assets – We have significant goodwill and indefinite-lived intangible assets on our balance sheet related to acquisitions. These assets are tested and reviewed annually during the fourth quarter for impairment or when there is a significant change in events or circumstances that indicate that the fair value of an asset is more likely than not less than the carrying amount of the asset.

  The determination of estimated fair value requires us to make assumptions about estimated cash flows, including profit margins, long-term forecasts, discount rates and terminal growth rates. We developed these assumptions based on the market and geographic risks unique to each reporting unit. For our annual impairment testing performed during the fourth quarter of 2019, we calculated the fair value for each of the reporting units and indefinite-lived intangibles. Based on the results of these calculations and further outlined below, we determined that the fair value of the reporting units and indefinite-lived intangible assets exceeded their respective carrying values. The estimates of fair value are based on the best information available as of the date of the assessment, which primarily incorporates management assumptions about expected future cash flows.

  Goodwill - Impairment of goodwill is assessed at the reporting unit level and begins with a qualitative assessment to determine if it is more likely than not that the fair value of each reporting unit is less than its carrying amount as a basis for

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determining whether it is necessary to perform the goodwill impairment test under ASC 350, "Intangibles-Goodwill and Other" (ASC 350). For those reporting units that bypass or fail the qualitative assessment, the test compares the carrying amount of the reporting unit to its estimated fair value. If the estimated fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired. To the extent that the carrying value of the reporting unit exceeds its estimated fair value, an impairment loss would be recognized for the amount by which the reporting unit's carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill in that reporting unit.

As quoted market prices are not available for our reporting units, the calculation of their estimated fair value is determined using three valuation techniques: a discounted cash flow model (an income approach), a market-adjusted multiple of earnings and revenues (a market approach), and a similar transactions method (also a market approach). The discounted cash flow approach relies on our estimates of future cash flows and explicitly addresses factors such as timing, growth and margins, with due consideration given to forecasting risk. The earnings and revenue multiple approach reflects the market's expectations for future growth and risk, with adjustments to account for differences between the guideline publicly traded companies and the subject reporting units. The similar transactions method considers prices paid in transactions that have recently occurred in our industry or in related industries. These valuation techniques are weighted 50%, 40% and 10%, respectively.

Under the income approach, we assumed a forecasted cash flow period of five years with discount rates ranging from 10.0% to 13.0% and terminal growth rates ranging from 2.0% to 3.5%. Under the guideline public company method, we used an adjusted multiple ranging from 5.5 to 13.0 of projected earnings before interest, taxes, depreciation and amortization (EBITDA) based on the market information of comparable companies. Additionally, we compared the estimated aggregate fair value of our reporting units to our overall market capitalization. For all reporting units except one in Latin America, the excess of the estimated fair value over carrying value (expressed as a percentage of carrying value) was a minimum of 32%. The one reporting unit with a percentage of carrying value less than 32% exceeded its carrying value by 5.4%. The reporting unit, reported within the Climate segment, has approximately $190 million of goodwill at the testing date. A significant increase in the discount rate, decrease in the long-term growth rate, or substantial reductions in our end markets and volume assumptions could have a negative impact on the estimated fair value of these reporting units.

Other Indefinite-lived intangible assets – Impairment of other intangible assets with indefinite useful lives is first assessed using a qualitative assessment to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired. This assessment is used as a basis for determining whether it is necessary to calculate the fair value of an indefinite-lived intangible asset. For those indefinite-lived assets where it is required, a fair value is determined on a relief from royalty methodology (income approach) which is based on the implied royalty paid, at an appropriate discount rate, to license the use of an asset rather than owning the asset. The present value of the after-tax cost savings (i.e. royalty relief) indicates the estimated fair value of the asset. Any excess of the carrying value over the estimated fair value would be recognized as an impairment loss equal to that excess.

In testing our other indefinite-lived intangible assets for impairment, we assumed forecasted revenues for a period of five years with discount rates ranging from 10.0% to 14.5%, terminal growth rates of 3.0%, and royalty rates ranging from 0.5% to 4.5%. A significant increase in the discount rate, decrease in the long-term growth rate, decrease in the royalty rate or substantial reductions in our end markets and volume assumptions could have a negative impact on the estimated fair values of any of our tradenames.

- Long-lived assets and finite-lived intangibles – Long-lived assets and finite-lived intangibles are reviewed for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. Assets are grouped with other assets and liabilities at the lowest level for which identifiable cash flows can be generated. Impairment in the carrying value of an asset would be recognized whenever anticipated future undiscounted cash flows from an asset are less than its carrying value. The impairment is measured as the amount by which the carrying value exceeds the fair value of the asset as determined by an estimate of discounted cash flows. Changes in business conditions could potentially require future adjustments to these valuations.

- Business combinations – In accordance with ASC 805, "Business Combinations" (ASC 805), acquisitions are recorded using the acquisition method of accounting. We include the operating results of acquired entities from their respective dates of acquisition.We recognize and measure the identifiable assets acquired, liabilities assumed, and any non-controlling interest as of the acquisition date fair value. The valuation of intangible assets was determined using an income approach methodology. Our key assumptions used in valuing the intangible assets include projected future revenues, customer attrition rates, royalty rates, tax rates and discount rates. The excess, if any, of total consideration transferred in a business combination over the fair value of identifiable assets acquired, liabilities assumed, and any non-controlling interest is recognized as goodwill. Costs incurred as a result of a business combination other than costs related to the issuance of debt or equity securities are recorded in the period the costs are incurred.

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- Asbestos matters – Certain of our wholly-owned subsidiaries and former companies are named as defendants in asbestos-related lawsuits in state and federal courts. We record a liability for our actual and anticipated future claims as well as an asset for anticipated insurance settlements. We engage an outside expert to perform a detailed analysis and project an estimated range of the total liability for pending and unasserted future asbestos-related claims. In accordance with ASC 450, "Contingencies" (ASC 450), we record the liability at the low end of the range as we believe that no amount within the range is a better estimate than any other amount. Our key assumptions underlying the estimated asbestos-related liabilities include the number of people occupationally exposed and likely to develop asbestos-related diseases such as mesothelioma and lung cancer, the number of people likely to file an asbestos-related personal injury claim against us, the average settlement and resolution of each claim and the percentage of claims resolved with no payment. Asbestos-related defense costs are excluded from the asbestos claims liability and are recorded separately as services are incurred. None of our existing or previously-owned businesses were a producer or manufacturer of asbestos. We record certain income and expenses associated with our asbestos liabilities and corresponding insurance recoveries within *Discontinued operations, net of tax*, as they relate to previously divested businesses, except for amounts associated with Trane's asbestos liabilities and corresponding insurance recoveries which are recorded within continuing operations. See Note 22 to the Consolidated Financial Statements for further information regarding asbestos-related matters.
- Revenue recognition – Revenue is recognized when control of a good or service promised in a contract (i.e., performance obligation) is transferred to a customer. Control is obtained when a customer has the ability to direct the use of and obtain substantially all of the remaining benefits from that good or service. A majority of our revenues are recognized at a point-in-time as control is transferred at a distinct point in time per the terms of a contract. However, a portion of our revenues are recognized over time as the customer simultaneously receives control as we perform work under a contract. For these arrangements, the cost-to-cost input method is used as it best depicts the transfer of control to the customer that occurs as we incurs costs. We adopted ASU No. 2014-09, "Revenue from Contracts with Customers" (ASC 606), on January 1, 2018 using the modified retrospective approach. Refer to Note 3, "Summary of Significant Accounting Policies" and Note 13, "Revenue" for additional information related to the adoption of ASC 606.

  The transaction price allocated to performance obligations reflects our expectations about the consideration we will be entitled to receive from a customer. To determine the transaction price, variable and noncash consideration are assessed as well as whether a significant financing component exists. We include variable consideration in the estimated transaction price when it is probable that significant reversal of revenue recognized would not occur when the uncertainty associated with variable consideration is subsequently resolved. We consider historical data in determining our best estimates of variable consideration, and the related accruals are recorded using the expected value method.

  We enter into sales arrangements that contain multiple goods and services, such as equipment, installation and extended warranties. For these arrangements, each good or service is evaluated to determine whether it represents a distinct performance obligation and whether the sales price for each obligation is representative of standalone selling price. If available, we utilize observable prices for goods or services sold separately to similar customers in similar circumstances to evaluate relative standalone selling price. List prices are used if they are determined to be representative of standalone selling prices. Where necessary, we ensure that the total transaction price is then allocated to the distinct performance obligations based on the determination of their relative standalone selling price at the inception of the arrangement.

  We recognize revenue for delivered goods or services when the delivered good or service is distinct, control of the good or service has transferred to the customer, and only customary refund or return rights related to the goods or services exist. For extended warranties and long-term service agreements, revenue for these distinct performance obligations are recognized over time on a straight-line basis over the respective contract term.
- Income taxes – Deferred tax assets and liabilities are determined based on temporary differences between financial reporting and tax bases of assets and liabilities, applying enacted tax rates expected to be in effect for the year in which the differences are expected to reverse. We recognize future tax benefits, such as net operating losses and tax credits, to the extent that realizing these benefits is considered in our judgment to be more likely than not. We regularly review the recoverability of our deferred tax assets considering our historic profitability, projected future taxable income, timing of the reversals of existing temporary differences and the feasibility of our tax planning strategies. Where appropriate, we record a valuation allowance with respect to a future tax benefit.

  The provision for income taxes involves a significant amount of management judgment regarding interpretation of relevant facts and laws in the jurisdictions in which we operate. Future changes in applicable laws, projected levels of taxable income, and tax planning could change the effective tax rate and tax balances recorded by us. In addition, tax authorities periodically review income tax returns filed by us and can raise issues regarding our filing positions, timing and amount of income or deductions, and the allocation of income among the jurisdictions in which we operate. A significant period of time may elapse between the filing of an income tax return and the ultimate resolution of an issue raised by a revenue authority with respect to that return. We believe that we have adequately provided for any reasonably foreseeable resolution of these matters. We will adjust our estimate if significant events so dictate. To the extent that the ultimate results differ from our

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original or adjusted estimates, the effect will be recorded in the provision for income taxes in the period that the matter is finally resolved.

- Employee benefit plans – We provide a range of benefits to eligible employees and retirees, including pensions, postretirement and postemployment benefits. Determining the cost associated with such benefits is dependent on various actuarial assumptions including discount rates, expected return on plan assets, compensation increases, mortality, turnover rates and healthcare cost trend rates. Actuarial valuations are performed to determine expense in accordance with GAAP. Actual results may differ from the actuarial assumptions and are generally accumulated and amortized into earnings over future periods. We review our actuarial assumptions at each measurement date and make modifications to the assumptions based on current rates and trends, if appropriate. The discount rate, the rate of compensation increase and the expected long-term rates of return on plan assets are determined as of each measurement date.

  The rate of compensation increase is dependent on expected future compensation levels. The expected long-term rate of return on plan assets reflects the average rate of returns expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation. The expected long-term rate of return on plan assets is based on what is achievable given the plan's investment policy, the types of assets held and the target asset allocation. The expected long-term rate of return is determined as of each measurement date. We believe that the assumptions utilized in recording our obligations under our plans are reasonable based on input from our actuaries, outside investment advisors and information as to assumptions used by plan sponsors.

  Changes in any of the assumptions can have an impact on the net periodic pension cost or postretirement benefit cost. Estimated sensitivities to the expected 2020 net periodic pension cost of a 0.25% rate decline in the two basic assumptions are as follows: the decline in the discount rate would increase expense by approximately $8.8 million and the decline in the estimated return on assets would increase expense by approximately $7.7 million. A 0.25% rate decrease in the discount rate for postretirement benefits would increase expected 2020 net periodic postretirement benefit cost by $0.7 million and a 1.0% increase in the healthcare cost trend rate would increase the service and interest cost by approximately $0.5 million.

Recent Accounting Pronouncements

See Note 3 to the Consolidated Financial Statements for a discussion of recent accounting pronouncements.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are exposed to fluctuations in currency exchange rates, interest rates and commodity prices which could impact our results of operations and financial condition.

Foreign Currency Exposures

We have operations throughout the world that manufacture and sell products in various international markets. As a result, we are exposed to movements in exchange rates of various currencies against the U.S. dollar as well as against other currencies throughout the world.

Many of our non-U.S. operations have a functional currency other than the U.S. dollar, and their results are translated into U.S. dollars for reporting purposes. Therefore, our reported results will be higher or lower depending on the weakening or strengthening of the U.S. dollar against the respective foreign currency. Our largest concentration of revenues from non-U.S. operations as of December 31, 2019 are in Euros and Chinese Yuan. A hypothetical 10% unfavorable change in the average exchange rate used to translate *Net revenues* for the year ended December 31, 2019 from either Euros or Chinese Yuan-based operations into U.S. dollars would not have a material impact on our financial statements.

We use derivative instruments to hedge those material exposures that cannot be naturally offset. The instruments utilized are viewed as risk management tools, primarily involve little complexity and are not used for trading or speculative purposes. To minimize the risk of counter party non-performance, derivative instrument agreements are made only through major financial institutions with significant experience in such derivative instruments.

We evaluate our exposure to changes in currency exchange rates on our foreign currency derivatives using a sensitivity analysis. The sensitivity analysis is a measurement of the potential loss in fair value based on a percentage change in exchange rates. Based on the firmly committed currency derivative instruments in place at December 31, 2019, a hypothetical change in fair value of those derivative instruments assuming a 10% adverse change in exchange rates would result in an unrealized loss of approximately $23.2 million, as compared with $17.6 million at December 31, 2018. These amounts, when realized, would be offset by changes in the fair value of the underlying transactions.

Commodity Price Exposures

We are exposed to volatility in the prices of commodities used in some of our products and we use fixed price contracts to manage this exposure. We do not have committed commodity derivative instruments in place at December 31, 2019.

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Interest Rate Exposure

Our debt portfolio mainly consists of fixed-rate instruments, and therefore any fluctuation in market interest rates is not expected to have a material effect on our results of operations.

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Item 8. **FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

(a) The following Consolidated Financial Statements and Financial Statement Schedules and the report thereon of PricewaterhouseCoopers LLP dated February 18, 2020, are presented in this Annual Report on Form 10-K beginning on page F-1.

Consolidated Financial Statements:
- Report of independent registered public accounting firm
- Consolidated Statements of Comprehensive Income for the years ended December 31, 2019, 2018 and 2017
- Consolidated Balance Sheets at December 31, 2019 and 2018
- For the years ended December 31, 2019, 2018 and 2017:
  - Consolidated Statements of Equity
  - Consolidated Statements of Cash Flows
- Notes to Consolidated Financial Statements

Financial Statement Schedule:
- Schedule II – Valuation and Qualifying Accounts for the years ended December 31, 2019, 2018 and 2017

(b) The unaudited selected quarterly financial data for the two years ended December 31, is as follows:

	2019			
In millions, except per share amounts	**First Quarter**	**Second Quarter**	**Third Quarter**	**Fourth Quarter**
Net revenues	$ 3,575.9	$ 4,527.8	$ 4,344.3	$ 4,150.9
Cost of goods sold	(2,517.3)	(3,094.1)	(2,935.8)	(2,904.3)
Operating income	318.5	650.5	623.2	425.4
Earnings from continuing operations	205.8	465.9	439.0	277.2
Net earnings	203.7	460.3	463.4	301.1
Net earnings attributable to Ingersoll-Rand plc	199.9	456.1	458.8	296.1
Earnings per share attributable to Ingersoll-Rand plc ordinary shareholders:				
Basic:				
Continuing operations	$ 0.83	$ 1.91	$ 1.80	$ 1.13
Discontinued operations	$ (0.01)	$ (0.03)	$ 0.10	$ 0.10
Diluted:				
Continuing operations	$ 0.82	$ 1.88	$ 1.78	$ 1.12
Discontinued operations	$ —	$ (0.02)	$ 0.10	$ 0.10

	2018			
	First Quarter	**Second Quarter**	**Third Quarter**	**Fourth Quarter**
Net revenues	$ 3,384.5	$ 4,357.7	$ 4,030.9	$ 3,895.1
Cost of goods sold	(2,420.2)	(2,964.1)	(2,718.3)	(2,745.0)
Operating income	243.4	640.3	587.0	446.7
Earnings from continuing operations	133.5	458.5	531.1	256.0
Net earnings	124.1	452.6	519.4	261.4
Net earnings attributable to Ingersoll-Rand plc	120.4	448.1	515.1	254.0
Earnings per share attributable to Ingersoll-Rand plc ordinary shareholders:				
Basic:				
Continuing operations	$ 0.52	$ 1.83	$ 2.14	$ 1.02
Discontinued operations	$ (0.04)	$ (0.02)	$ (0.05)	$ 0.02
Diluted:				
Continuing operations	$ 0.51	$ 1.82	$ 2.11	$ 1.00
Discontinued operations	$ (0.03)	$ (0.03)	$ (0.05)	$ 0.03

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Item 9. **CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

Item 9A. **CONTROLS AND PROCEDURES**

(a) Evaluation of Disclosure Controls and Procedures

The Company's management, including its Chief Executive Officer and Chief Financial Officer, have conducted an evaluation of the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)), as of the end of the period covered by this Annual Report on Form 10-K. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded as of December 31, 2019, that the Company's disclosure controls and procedures were effective in ensuring that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act has been recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and that such information has been accumulated and communicated to the Company's management including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

(b) Management's Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined under Exchange Act Rules 13a-15(f) and 15d-15(f). Internal control over financial reporting is a process designed by, or under the supervision of, the Chief Executive Officer and Chief Financial Officer and effected by the Company's Board of Directors to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

Management has assessed the effectiveness of internal control over financial reporting as of December 31, 2019. In making its assessment, management has utilized the criteria set forth by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission in Internal Control - Integrated Framework (2013). Management concluded that based on its assessment, the Company's internal control over financial reporting was effective as of December 31, 2019.

In May 2019, the Company acquired Precision Flow Systems (PFS), which has total assets, excluding intangible assets and goodwill arising from the acquisition, and total revenue of approximately 2% and 1%, respectively, of the amounts reported as total assets and net revenue in the consolidated financial statements as of and for the year ended December 31, 2019. Management's assessment of the effectiveness of our internal control over financial reporting as of December 31, 2019 excluded the PFS acquisition, as the Company is in the process of aligning and integrating various processes, systems and internal controls related to the business and operations of this subsidiary, excluding intangible assets and goodwill, which are included within the scope of Management's assessment. Guidance issued by the SEC staff permits management to omit from the scope of its assessment a recently acquired business in the year of acquisition.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2019 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears herein.

(c) Changes in Internal Control Over Financial Reporting

There were no changes in internal control over financial reporting (as defined by Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended December 31, 2019 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. **OTHER INFORMATION**

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PART III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information regarding our executive officers is included in Part I under the caption "Executive Officers of Registrant."

The other information required by this item is incorporated herein by reference to the information contained under the headings "Item 1. Election of Directors", "Delinquent Section 16(a) Reports" and "Corporate Governance" in our definitive proxy statement for the 2020 annual general meeting of shareholders (2020 Proxy Statement).

Item 11. EXECUTIVE COMPENSATION

The other information required by this item is incorporated herein by reference to the information contained under the headings "Compensation Discussion and Analysis," "Compensation of Directors," "Executive Compensation," "Compensation Committee Report" and "Compensation Committee Interlocks and Insider Participation" in our 2020 Proxy Statement.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The other information required by this item is incorporated herein by reference to the information contained under the headings "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information" in our 2020 Proxy Statement.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The other information required by this item is incorporated herein by reference to the information contained under the headings "Corporate Governance" and "Certain Relationships and Related Person Transactions" in our 2020 Proxy Statement.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated herein by reference to the information contained under the caption "Fees of the Independent Auditors" in our 2020 Proxy Statement.

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PART IV

Item 15. **EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) 1. and 2.	Financial statements and financial statement schedule See Item 8.
3.	Exhibits The exhibits listed on the accompanying index to exhibits are filed as part of this Annual Report on Form 10-K.

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INGERSOLL-RAND PLC
INDEX TO EXHIBITS
(Item 15(a))

Description

Pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"), Ingersoll-Rand plc (the "Company") has filed certain agreements as exhibits to this Annual Report on Form 10-K. These agreements may contain representations and warranties by the parties. These representations and warranties have been made solely for the benefit of the other party or parties to such agreements and (i) may have been qualified by disclosures made to such other party or parties, (ii) were made only as of the date of such agreements or such other date(s) as may be specified in such agreements and are subject to more recent developments, which may not be fully reflected in our public disclosure, (iii) may reflect the allocation of risk among the parties to such agreements and (iv) may apply materiality standards different from what may be viewed as material to investors. Accordingly, these representations and warranties may not describe our actual state of affairs at the date hereof and should not be relied upon.

On July 1, 2009, Ingersoll-Rand Company Limited, a Bermuda company, completed a reorganization to change the jurisdiction of incorporation of the parent company from Bermuda to Ireland. As a result, Ingersoll-Rand plc replaced Ingersoll-Rand Company Limited as the ultimate parent company effective July 1, 2009. All references related to the Company prior to July 1, 2009 relate to Ingersoll-Rand Company Limited.

(a) Exhibits

Exhibit No.	Description	Method of Filing
2.1	Separation and Distribution Agreement between Ingersoll-Rand plc and Allegion plc, dated November 29, 2013.	Incorporated by reference to Exhibit 3.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on December 2, 2013.
2.2	Agreement and Plan of Merger, dated as of April 30, 2019, by and among the Company, Gardner Denver Holdings, Inc., Ingersoll-Rand U.S. HoldCo, Inc. and Charm Merger Sub Inc.	Incorporated by reference to Exhibit 2.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on May 6, 2019.
2.3	Separation and Distribution Agreement, dated as of April 30, 2019, by and between Ingersoll-Rand plc and Ingersoll-Rand U.S. HoldCo, Inc.	Incorporated by reference to Exhibit 2.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on May 6, 2019).
3.1	Constitution of the Company, as amended and restated on June 2, 2016	Incorporated by reference to Exhibit 3.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 7, 2016.
	The Company and its subsidiaries are parties to several long-term debt instruments under which, in each case, the total amount of securities authorized does not exceed 10% of the total assets of the Company and its subsidiaries on a consolidated basis.	Pursuant to paragraph 4 (iii)(A) of Item 601 (b) of Regulation S-K, the Company agrees to furnish a copy of such instruments to the Securities and Exchange Commission upon request.
4.1	Indenture, dated as of June 20, 2013, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Company Limited and Ingersoll-Rand International Holding Limited, as guarantors and The Bank of New York Mellon, as Trustee..	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 26, 2013.
4.2	First Supplemental Indenture, dated as of June 20, 2013, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Company Limited and Ingersoll-Rand International Holding Limited, as guarantors and The Bank of New York Mellon, as Trustee, relating to the 2.875% Senior Notes due 2019.	Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 26, 2013.

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Exhibit No.	Description	Method of Filing
4.3	Second Supplemental Indenture, dated as of June 20, 2013, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Company Limited and Ingersoll-Rand International Holding Limited, as guarantors and The Bank of New York Mellon, as Trustee, relating to the 4.250% Senior Notes due 2023.	Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 26, 2013.
4.4	Third Supplemental Indenture, dated as of June 20, 2013, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Company Limited and Ingersoll-Rand International Holding Limited, as guarantors and The Bank of New York Mellon, as Trustee, relating to the 5.750% Senior Notes due 2043.	Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 26, 2013.
4.5	Fourth Supplemental Indenture, dated as of November 20, 2013, among Ingersoll-Rand Global Holding Company Limited, a Bermuda company, Ingersoll-Rand Company Limited, a Bermuda company, Ingersoll-Rand International Holding Limited, a Bermuda company, Ingersoll-Rand plc, an Irish public limited company, Ingersoll-Rand Company, a New Jersey corporation, and The Bank of New York Mellon, as Trustee, to the Indenture dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on November 26, 2013.
4.6	Fifth Supplemental Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand Company, as co-obligor, Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Luxembourg Finance S.A., as guarantors, and The Bank of New York Mellon, as Trustee, to an Indenture, dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.5 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.7	Sixth Supplemental Indenture, dated as of December 18, 2015, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand Company, as co-obligor, Ingersoll-Rand plc, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Luxembourg Finance S.A., and Ingersoll-Rand Lux International Holding Company S.à.r.l. as guarantors, and The Bank of New York Mellon, as Trustee, to an Indenture, dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.21 to the Company's Form 10-K for the fiscal year ended 2015 (File No. 001-34400) filed with the SEC on February 12, 2016.
4.8	Seventh Supplemental Indenture, dated as of April 5, 2016, by and among Ingersoll-Rand Global Holding company Limited, as issuer, Ingersoll-Rand Company, as co-obligor, Ingersoll-Rand plc, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., and Ingersoll-Rand Irish Holdings Unlimited Company, as guarantors, and The Bank of New York Mellon, as Trustee, to an indenture, dated as of June 20, 2013.	Incorporated by reference to Exhibit 4.19 to the Company's Form 10-K for the fiscal year ended 2016 (File No. 001-34400) filed with the SEC on February 13, 2017.

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Exhibit No.	Description	Method of Filing
4.9	Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company and Ingersoll-Rand Global Holding Company Limited, as guarantors, and The Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014
4.10	First Supplemental Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company and Ingersoll-Rand Global Holding Company Limited, as guarantors, and The Bank of New York Mellon, as Trustee, relating to the 2.625% Senior Notes due 2020.	Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.11	Second Supplemental Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company and Ingersoll-Rand Global Holding Company Limited, as guarantors, and The Bank of New York Mellon, as Trustee, relating to the 3.550% Senior Notes due 2024.	Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.12	Third Supplemental Indenture, dated as of October 28, 2014, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company and Ingersoll-Rand Global Holding Company Limited, as guarantors, and The Bank of New York Mellon, as Trustee, relating to the 4.650% Senior Notes due 2044.	Incorporated by reference to Exhibit 4.3 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 29, 2014.
4.13	Fourth Supplemental Indenture, dated as of December 18, 2015, by and among Ingersoll-Rand Luxembourg Finance S.A., as issuer, and Ingersoll-Rand plc, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company, Ingersoll-Rand Global Holding Company Limited, and Ingersoll-Rand Lux International Holding Company S.à.r.l. as guarantors, and The Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.27 to the Company's Form 10-K for the fiscal year ended 2015 (File No. 001-34400) filed with the SEC on February 12, 2016.
4.14	Fifth Supplemental Indenture, dated as of April 5, 2016, by and among Ingersoll-Rand Luxembourg Finance S.A., as Issuer, and Ingersoll-Rand plc, Ingersoll-Rand Company Limited, Ingersoll-Rand Company, Ingersoll-Rand International Holding Limited, Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company, as guarantors, and The Bank of New York Mellon, as Trustee.	Incorporated by reference to Exhibit 4.25 to the Company's Form 10-K for the fiscal year ended 2016 (File No. 001-34400) filed with the SEC on February 13, 2017.
4.15	Indenture, dated as of February 21, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 26, 2018.

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Exhibit No.	Description	Method of Filing
4.16	First Supplemental Indenture, dated as of February 21, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 2.900% Senior Notes due 2021.	Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 26, 2018.
4.17	Second Supplemental Indenture, dated as of February 21, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 3.750% Senior Notes due 2028.	Incorporated by reference to Exhibit 4.4 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 26, 2018.
4.18	Third Supplemental Indenture, dated as of February 21, 2018, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 4.300% Senior Notes due 2048.	Incorporated by reference to Exhibit 4.6 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 26, 2018.
4.19	Fourth Supplemental Indenture, dated as of March 21, 2019, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 3.500% Senior Notes due 2026.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on March 26, 2019.
4.20	Fifth Supplemental Indenture, dated as of March 21, 2019, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 3.800% Senior Notes due 2029.	Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on March 26, 2019.
4.22	Sixth Supplemental Indenture, dated as of March 21, 2019, by and among Ingersoll-Rand Global Holding Company Limited, as issuer, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company and Ingersoll-Rand Company, as guarantors, and Wells Fargo Bank, National Association, as Trustee, relating to the 4.500% Senior Notes due 2049.	Incorporated by reference to Exhibit 4.5 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on March 26, 2019.

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Exhibit No.	Description	Method of Filing
4.23	Form of Ordinary Share Certificate of Ingersoll-Rand plc.	Incorporated by reference to Exhibit 4.6 to the Company's Form S-3 (File No. 333-161334) filed with the SEC on August 13, 2009.
4.24	Description of Registrant's Securities.	Filed herewith.
10.1*	Form of Global Stock Option Award Agreement (June 2018).	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 12, 2018.
10.2*	Form of Global Restricted Stock Unit Award Agreement (June 2018).	Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 12, 2018.
10.3*	Form of Global Performance Stock Unit Award Agreement (June 2018).	Incorporated by reference to Exhibit 10.3 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on June 12, 2018.
10.4	Credit Agreement dated March 15, 2016 among Ingersoll-Rand Global Holding Company Limited, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand International Holding Limited, Ingersoll-Rand Company, JPMorgan Chase Bank, N.A., as Administrative Agent, Citibank, N.A., as Syndication Agent, Bank of America, N.A., BNP Paribas, Deutsche Bank Securities, Inc., Goldman Sachs Bank USA, Mizuho Bank, Ltd., and The Bank of Tokyo-Mitsubishi UFJ, Ltd. as Documentation Agents, and JPMorgan Chase Bank, N.A. and Citigroup Global Markets Inc., as joint lead arrangers and joint bookrunners, and certain lending institutions from time to time parties thereto.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on March 17, 2016.
10.5	Supplemental Guarantee dated as of April 5, 2016 made by Ingersoll-Rand Irish Holdings Unlimited Company in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the Banks that are parties to the Credit Agreement dated as of March 15, 2016.	Incorporated by reference to Exhibit 10.8 to the Company's Form 10-K for the fiscal year ended 2017 (File No. 001-34400) filed with the SEC on February 13, 2017.
10.6	Credit Agreement dated April 17, 2018 among Ingersoll-Rand Global Holding Company Limited, Ingersoll-Rand plc, Ingersoll-Rand Luxembourg Finance S.A., Ingersoll-Rand Lux International Holding Company S.à r.l., Ingersoll-Rand Irish Holdings Unlimited Company, Ingersoll-Rand Company, JPMorgan Chase Bank, N.A., as Administrative Agent, Citibank, N.A., as Syndication Agent, Bank of America, N.A., BNP Paribas, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, Mizuho Bank, Ltd., and MUFG Bank Ltd. as Documentation Agents, and JPMorgan Chase Bank, N.A. and Citigroup Global Markets Inc., as joint lead arrangers and joint bookrunners, and certain lending institutions from time to time parties thereto.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on April 19, 2018.

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Exhibit No.	Description	Method of Filing
10.7	Deed Poll Indemnity of Ingersoll-Rand plc, an Irish public limited company, as to the directors, secretary and officers and senior executives of Ingersoll-Rand plc and the directors and officers of Ingersoll-Rand plc's subsidiaries.	Incorporated by reference to Exhibit 10.5 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on July 1, 2009.
10.8	Tax Sharing Agreement, dated as of July 16, 2007, by and among American Standard Companies Inc. and certain of its subsidiaries and WABCO Holdings Inc. and certain of its subsidiaries.	Incorporated by reference to Exhibit 10.1 to Trane Inc.'s Form 8-K (File No. 001-11415) filed with the SEC on July 20, 2007.
10.9	Tax Matters Agreement between Ingersoll-Rand plc and Allegion plc, dated November 30, 2013.	Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on December 2, 2013.
10.10*	Ingersoll-Rand plc Incentive Stock Plan of 2013.	Incorporated by reference to Exhibit 4.5 to the Company's Form S-8 (File No. 333-189446) filed with the SEC on June 19, 2013.
10.11*	Ingersoll-Rand plc Incentive Stock Plan of 2018.	Incorporated by reference to Exhibit 4.3 to the Company's Form S-8 (File No. 333-225575) filed with the SEC on June 12, 2018.
10.12*	IR Executive Deferred Compensation Plan (as amended and restated effective January 1, 2017).	Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the quarter ended June 30, 2017 (File No. 001-34400) filed with the SEC on July 26, 2017.
10.13*	IR Executive Deferred Compensation Plan II (as amended and restated effective January 1, 2017).	Incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q for the quarter ended June 30, 2017 (File No. 001-34400) filed with the SEC on July 26, 2017.
10.14*	First Amendment to IR Executive Deferred Compensation Plan II (dated December 22, 2009).	Incorporated by reference to Exhibit 10.19 to the Company's Form 10-K for the fiscal year ended 2011 (File No. 001-34400) filed with the SEC on February 21, 2012.
10.15*	Second Amendment to IR Executive Deferred Compensation Plan II (dated December 23, 2010).	Incorporated by reference to Exhibit 10.20 to the Company's Form 10-K for the fiscal year ended 2011 (File No. 001-16831) filed with the SEC on February 21, 2012.
10.16*	IR-plc Director Deferred Compensation and Stock Award Plan (as amended and restated effective July 1, 2009).	Incorporated by reference to Exhibit 10.11 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on July 1, 2009.
10.17*	IR-plc Director Deferred Compensation and Stock Award Plan II (as amended and restated effective July 1, 2009).	Incorporated by reference to Exhibit 10.12 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on July 1, 2009.
10.18*	Ingersoll-Rand Company Supplemental Employee Savings Plan (amended and restated effective October 1, 2012).	Incorporated by reference to exhibit 10.23 to the Company's Form 10-K for the fiscal year ended 2012 (File No. 001-34400) filed with the SEC on February 14, 2013.
10.19*	Amendment to the Ingersoll-Rand Company Supplemental Employee Savings Plan dated April 6, 2017.	Incorporated by reference to Exhibit 10.21 to the Company's Form 10-K (File No. 001-34400) filed with the SEC on February 12, 2018.
10.20*	Ingersoll-Rand Company Supplemental Employee Savings Plan II (effective January 1, 2005 and amended and restated through October 1, 2012).	Incorporated by reference to exhibit 10.24 to the Company's Form 10-K for the fiscal year ended 2012 (File No. 001-34400) filed with the SEC on February 14, 2013.

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Exhibit No.	Description	Method of Filing
10.21*	Amendment to the Ingersoll-Rand Company Supplemental Employee Savings Plan II dated April 6, 2017.	Incorporated by reference to Exhibit 10.23 to the Company's Form 10-K (File No. 001-34400) filed with the SEC on February 12, 2018.
10.22*	Trane Inc. Deferred Compensation Plan (as amended and restated as of July 1, 2009, except where otherwise stated).	Incorporated by reference to Exhibit 10.19 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on July 1, 2009.
10.23*	Amendment to Trane Inc. Deferred Compensation Plan dated April 6, 2017.	Incorporated by reference to Exhibit 10.25 to the Company's Form 10-K (File No. 001-34400) filed with the SEC on February 12, 2018.
10.24*	Ingersoll-Rand Company Supplemental Pension Plan (Amended and Restated Effective January 1, 2005).	Incorporated by reference to Exhibit 10.28 to the Company's Form 10-K for the fiscal year ended 2008 (File No. 001-16831) filed with the SEC on March 2, 2009.
10.25*	First Amendment to the Ingersoll-Rand Company Supplemental Pension Plan, dated as of July 1, 2009.	Incorporated by reference to Exhibit 10.21 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on July 1, 2009.
10.26*	Ingersoll-Rand Company Elected Officers Supplemental Plan (Effective January 1, 2005 and Amended and Restated effective October 1, 2012).	Incorporated by reference to exhibit 10.32 to the Company's Form 10-K for the fiscal year ended 2012 (File No. 001-34400) filed with the SEC on February 14, 2013.
10.27*	Ingersoll-Rand Company Key Management Supplemental Program (Effective January 1, 2005 and Amended and Restated effective October 1, 2012).	Incorporated by reference to exhibit 10.27 to the Company's Form 10-K for the fiscal year ended 2018 (File No. 001-34400) filed with the SEC on February 12, 2019.
10.28*	First Amendment to the Ingersoll Rand Company Key Management Supplemental Program, dated as of June 15, 2015.	Incorporated by reference to exhibit 10.28 to the Company's Form 10-K for the fiscal year ended 2018 (File No. 001-34400) filed with the SEC on February 12, 2019.
10.29*	Description of Annual Incentive Matrix Program.	Incorporated by reference to Exhibit 10.30 to the Company's Form 10-K (File No. 001-34400) filed with the SEC on February 12, 2018.
10.30*	Form of Tier 1 Change in Control Agreement (Officers before May 19, 2009).	Incorporated by reference to Exhibit 99.1 to the Company's Form 8-K (File No. 001-16831) filed with the SEC on December 4, 2006.
10.31*	Form of Tier 2 Change in Control Agreement (Officers before May 19, 2009).	Incorporated by reference to Exhibit 99.2 to the Company's Form 8-K (File No. 001-16831) filed with the SEC on December 4, 2006.
10.32*	Form of Tier 1 Change in Control Agreement (New Officers on or after May 19, 2009).	Incorporated by reference to Exhibit 10.32 to the Company's Form 10-Q for the period ended June 30, 2009 (File No. 001-34400) filed with the SEC on August 6, 2009.
10.33*	Form of Tier 2 Change in Control Agreement (New Officers on or after May 19, 2009).	Incorporated by reference to Exhibit 10.33 to the Company's Form 10-Q for the period ended June 30, 2009 (File No. 001-34400) filed with the SEC on August 6, 2009.
10.34*	Amended and Restated Major Restructuring Severance Plan (as amended and restated effective April 18, 2019).	Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the period ended June 30, 2019 (File No. 001-34400) filed with the SEC on August 5, 2019.
10.35*	Michael W. Lamach Letter, dated December 24, 2003.	Incorporated by reference to Exhibit 10.35 to the Company's Form 10-K for the fiscal year ended 2003 (File No. 001-16831) filed with the SEC on February 27, 2004.

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Exhibit No.	Description	Method of Filing
10.36*	Michael W. Lamach Letter, dated June 4, 2008.	Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K (File No. 001-16831) filed with the SEC on June 10, 2008.
10.37*	Michael W. Lamach Letter, dated February 4, 2009.	Incorporated by reference to Exhibit 10.43 to the Company's Form 10-K for the fiscal year ended 2008 (File No. 001-16831) filed with the SEC on March 2, 2009.
10.38*	Michael W. Lamach Letter, dated February 3, 2010.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on February 5, 2010.
10.39*	Michael W. Lamach Letter, dated December 23, 2012.	Incorporated by reference to exhibit 10.48 to the Company's Form 10-K for the fiscal year ended 2012 (File No. 001-34400) filed with the SEC on February 14, 2013.
10.40*	Marcia J. Avedon Letter, dated January 8, 2007.	Incorporated by reference to Exhibit 10.45 to the Company's Form 10-K for the fiscal year ended December 31, 2006 (File No. 001-16831) filed with the SEC on March 1, 2007.
10.41*	Marcia J. Avedon Letter, dated December 20, 2012.	Incorporated by reference to exhibit 10.53 to the Company's Form 10-K for the fiscal year ended 2012 (File No. 001-34400) filed with the SEC on February 14, 2013.
10.43*	Susan K. Carter Letter, dated as of August 19, 2013.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on October 2, 2013.
10.44*	David S. Regnery Letter, dated as of September 1, 2017.	Incorporated by reference to Exhibit 10.44 to the Company's Form 10-K for the year ended December 31, 2018 (File No. 001-34400) filed with the SEC on February 12, 2019.
10.45*	David S. Regnery Letter, dated as of December 9, 2019.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on December 11, 2019.
10.46*	Christopher J. Kuehn Letter, dated as of December 10, 2019.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on December 10, 2019.
10.47*	Employee Matters Agreement between Ingersoll-Rand plc and Allegion plc, dated November 30, 2013.	Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K (File No. 001-34400) filed with the SEC on December 2, 2013.
21	List of Subsidiaries of Ingersoll-Rand plc.	Filed herewith.
23.1	Consent of Independent Registered Public Accounting Firm.	Filed herewith.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed herewith.
32	Certifications of Chief Executive Officer and Chief Financial Officer Pursuant to Rule 13a-14(b) or Rule 15d-14(b) and 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Furnished herewith.

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Exhibit No.	Description	Method of Filing
101	The following materials from the Company's Annual Report on Form 10-K for the year ended December 31, 2019, formatted in Inline XBRL (Extensible Business Reporting Language): (i) the Consolidated Statements of Comprehensive Income, (ii) the Consolidated Balance Sheets, (iii) the Consolidated Statements of Equity, (iv) the Consolidated Statements of Cash Flows, and (v) Notes to Consolidated Financial Statements.	Furnished herewith.

* Management contract or compensatory plan or arrangement.

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Item 16. **FORM 10-K SUMMARY**

Not applicable.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

INGERSOLL-RAND PLC
(Registrant)

By: /s/ Michael W. Lamach
Michael W. Lamach
Chairman of the Board and Chief Executive Officer
Date: February 18, 2020

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Pursuant to the requirement of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Michael W. Lamach (Michael W. Lamach)	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	February 18, 2020
/s/ Susan K. Carter (Susan K. Carter)	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 18, 2020
/s/ Christopher J. Kuehn (Christopher J. Kuehn)	Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 18, 2020
/s/ Kirk E. Arnold (Kirk E. Arnold)	Director	February 18, 2020
/s/ Ann C. Berzin (Ann C. Berzin)	Director	February 18, 2020
/s/ John Bruton (John Bruton)	Director	February 18, 2020
/s/ Jared L. Cohon (Jared L. Cohon)	Director	February 18, 2020
/s/ Gary D. Forsee (Gary D. Forsee)	Director	February 18, 2020
/s/ Linda P. Hudson (Linda P. Hudson)	Director	February 18, 2020
/s/ Myles P. Lee (Myles P. Lee)	Director	February 18, 2020
/s/ Karen B. Peetz (Karen B. Peetz)	Director	February 18, 2020
/s/ John P. Surma (John P. Surma)	Director	February 18, 2020
/s/ Richard J. Swift (Richard J. Swift)	Director	February 18, 2020
/s/ Tony L. White (Tony L. White)	Director	February 18, 2020

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INGERSOLL-RAND PLC
Index to Consolidated Financial Statements

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Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors of Ingersoll-Rand plc

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Ingersoll-Rand plc and its subsidiaries (the "Company") as of December 31, 2019 and 2018, and the related consolidated statements of comprehensive income, of equity and of cash flows for each of the three years in the period ended December 31, 2019, including the related notes and schedule of valuation and qualifying accounts for each of the three years in the period ended December 31, 2019 listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 3 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2019.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded Precision Flow Systems (PFS) from its assessment of internal control over financial reporting as of December 31, 2019 because it was acquired by the Company in a purchase business combination during 2019. We have also excluded PFS from our 2019 audit of internal control over financial reporting. PFS is a wholly-owned subsidiary whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting represent approximately 2% and approximately 1% respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2019.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial

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statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Liability for Asbestos-Related Matters

As described in Notes 3 and 22 to the consolidated financial statements, certain of the Company's wholly-owned subsidiaries and former companies are named as defendants in asbestos-related lawsuits in state and federal courts for which management recorded asbestos-related liabilities of $547 million as of December 31, 2019. Management engaged an outside expert to perform a detailed analysis and project an estimated range of the Company's total liability for pending and unasserted future asbestos-related claims. Management's key assumptions underlying the estimated asbestos-related liabilities included the number of people likely to have been occupationally exposed to asbestos and likely to develop asbestos-related diseases such as mesothelioma and lung cancer, the number of people likely to file an asbestos-related personal injury claim against the Company, the average settlement and resolution value of claims, and the percentage of claims resolved with no payment.

The principal considerations for our determination that performing procedures relating to the liability for asbestos-related matters is a critical audit matter are (i) there was significant judgment by management in developing the estimate for asbestos-related liabilities, which in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence related to management's estimate and the aforementioned assumptions underlying the estimated asbestos-related liabilities, and (ii) the audit effort involved the use of professionals with specialized skill and knowledge to assist in performing these procedures and evaluating the audit evidence obtained from these procedures.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's estimate for asbestos-related matters, including controls over development of the aforementioned assumptions underlying the estimated asbestos-related liabilities. These procedures also included, among others, testing management's process for developing the estimate for asbestos-related matters. This included evaluating the appropriateness of the estimate and the reasonableness of the aforementioned assumptions underlying the asbestos-related liabilities. Professionals with specialized skill and knowledge were used to assist in (i) evaluating whether the forecast of new claims that may be filed against the Company was reasonable considering recent Company experience and industry data, which represents the estimated number of individuals likely to have been occupationally exposed to asbestos and expected to develop asbestos-related diseases such as mesothelioma and lung cancer, (ii) evaluating whether the assumed number of people likely to file an asbestos-related personal injury claim against the Company was reasonable, considering the Company's historical experience, (iii) evaluating whether the estimated average settlement and resolution value of claims was reasonable considering the Company's historical experience, and (iv) evaluating whether the percentage of claims resolved with no payment was reasonable considering the Company's historical experience. Procedures were also performed to test the accuracy of data provided by management, including the historical claims filed against the Company, and the cost of resolution for those historical claims.

Acquisition of Precision Flow Systems - Valuation of Customer Relationships

As described in Note 19 to the consolidated financial statements, on May 15, 2019 the Company acquired all the outstanding capital stock of Precision Flow Systems (PFS) for approximately $1.46 billion, of which approximately $458 million was allocated to the customer relationships intangible asset. The fair values of the customer relationship intangible assets were determined using the multi-period excess earnings method based on discounted projected net cash flows. Management's key assumptions used in estimating future cash flows included projected revenue growth rates and customer attrition rates.

The principal considerations for our determination that performing procedures relating to the acquisition of PFS - valuation of customer relationships is a critical audit matter are (i) there was significant judgment by management in determining the fair value estimate using the multi-period excess earnings method, which in turn led to a high degree of auditor judgment, subjectivity, and

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effort in performing procedures and evaluating audit evidence related to management's fair value estimate and significant assumptions, including the revenue growth rates and the customer attrition rates used in the cash flow projections and the discount rate used to estimate present value of the projected future cash flows, and (ii) the audit effort involved the use of professionals with specialized skill and knowledge to assist in performing these procedures and evaluating the audit evidence obtained from these procedures.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the acquisition accounting, including controls over management's valuation of acquired customer relationships and controls over development of the assumptions related to the valuation of the customer relationships, including the revenue growth rates, customer attrition rates, and the discount rate. These procedures also included, among others, (i) reading the purchase agreement, (ii) testing management's process for developing the fair value estimate of the acquired customer relationships, (iii) testing management's cash flow projections used to estimate the fair value of the customer relationships, and (iv) evaluating the reasonableness of significant assumptions used by management in estimating the fair value of the customer relationships, including the revenue growth rates, customer attrition rates, and the discount rate. Evaluating the reasonableness of the revenue growth rates and customer attrition rates involved considering the past performance of the acquired businesses, as well as economic and industry forecasts. Evaluating the reasonableness of the discount rate involved considering the cost of capital of comparable businesses, other industry factors, and the implied rate of return on the overall transaction. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's multi-period excess earnings method used to determine the fair value estimate of the acquired customer relationships and certain assumptions, including customer attrition rates and the discount rate.

/s/ PricewaterhouseCoopers LLP
Charlotte, North Carolina
February 18, 2020

We have served as the Company's auditor since at least 1906. We have not been able to determine the specific year we began serving as auditor of the Company.

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Ingersoll-Rand plc
Consolidated Statements of Comprehensive Income

In millions, except per share amounts

For the years ended December 31,	2019	2018	2017
Net revenues	$ 16,598.9	$ 15,668.2	$ 14,197.6
Cost of goods sold	(11,451.5)	(10,847.6)	(9,811.6)
Selling and administrative expenses	(3,129.8)	(2,903.2)	(2,720.7)
Operating income	2,017.6	1,917.4	1,665.3
Interest expense	(243.0)	(220.7)	(215.8)
Other income/(expense), net	(33.0)	(36.4)	(31.6)
Earnings before income taxes	1,741.6	1,660.3	1,417.9
Provision for income taxes	(353.7)	(281.3)	(80.2)
Earnings from continuing operations	1,387.9	1,379.0	1,337.7
Discontinued operations, net of tax	40.6	(21.5)	(25.4)
Net earnings	1,428.5	1,357.5	1,312.3
Less: Net earnings attributable to noncontrolling interests	(17.6)	(19.9)	(9.7)
Net earnings attributable to Ingersoll-Rand plc	$ 1,410.9	$ 1,337.6	$ 1,302.6
Amounts attributable to Ingersoll-Rand plc ordinary shareholders:			
Continuing operations	$ 1,370.3	$ 1,359.1	$ 1,328.0
Discontinued operations	40.6	(21.5)	(25.4)
Net earnings	$ 1,410.9	$ 1,337.6	$ 1,302.6
Earnings (loss) per share attributable to Ingersoll-Rand plc ordinary shareholders:			
Basic:			
Continuing operations	$ 5.67	$ 5.50	$ 5.21
Discontinued operations	0.17	(0.09)	(0.10)
Net earnings	$ 5.84	$ 5.41	$ 5.11
Diluted:			
Continuing operations	$ 5.61	$ 5.43	$ 5.14
Discontinued operations	0.16	(0.08)	(0.09)
Net earnings	$ 5.77	$ 5.35	$ 5.05

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Ingersoll-Rand plc

Consolidated Statements of Comprehensive Income (continued)

In millions, except per share amounts

For the years ended December 31,	2019	2018	2017
Net earnings	$ 1,428.5	$ 1,357.5	$ 1,312.3
Other comprehensive income (loss):			
Currency translation	(37.1)	(230.6)	450.3
Cash flow hedges			
Unrealized net gains (losses) arising during period	(2.7)	1.2	(1.8)
Net gains (losses) reclassified into earnings	0.7	0.9	3.6
Tax (expense) benefit	0.9	(0.1)	—
Total cash flow hedges, net of tax	(1.1)	2.0	1.8
Pension and OPEB adjustments:			
Prior service costs for the period	(5.7)	(16.0)	(3.8)
Net actuarial gains (losses) for the period	(41.9)	12.8	39.6
Amortization reclassified into earnings	48.1	50.7	52.1
Settlements/curtailments reclassified to earnings	2.2	2.5	7.7
Currency translation and other	(1.4)	7.5	(15.4)
Tax (expense) benefit	(4.7)	(17.2)	(20.1)
Total pension and OPEB adjustments, net of tax	(3.4)	40.3	60.1
Other comprehensive income (loss), net of tax	(41.6)	(188.3)	512.2
Comprehensive income, net of tax	$ 1,386.9	$ 1,169.2	$ 1,824.5
Less: Comprehensive income attributable to noncontrolling interests	(18.5)	(16.9)	(10.2)
Comprehensive income attributable to Ingersoll-Rand plc	$ 1,368.4	$ 1,152.3	$ 1,814.3

See accompanying notes to Consolidated Financial Statements.

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Ingersoll-Rand plc
Consolidated Balance Sheets

In millions, except share amounts

December 31,	2019	2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,303.6	$ 903.4
Accounts and notes receivable, net	2,798.1	2,679.2
Inventories	1,712.2	1,677.8
Other current assets	403.3	471.6
Total current assets	6,217.2	5,732.0
Property, plant and equipment, net	1,806.2	1,730.8
Goodwill	6,783.1	5,959.5
Intangible assets, net	4,148.8	3,634.7
Other noncurrent assets	1,537.0	857.9
Total assets	$ 20,492.3	$ 17,914.9
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,809.2	$ 1,705.3
Accrued compensation and benefits	549.2	531.6
Accrued expenses and other current liabilities	1,853.0	1,728.2
Short-term borrowings and current maturities of long-term debt	650.5	350.6
Total current liabilities	4,861.9	4,315.7
Long-term debt	4,922.9	3,740.7
Postemployment and other benefit liabilities	1,221.9	1,192.9
Deferred and noncurrent income taxes	682.0	538.4
Other noncurrent liabilities	1,491.2	1,062.4
Total liabilities	13,179.9	10,850.1
Equity:		
Ingersoll-Rand plc shareholders' equity		
Ordinary shares, $1 par value (262,804,939 and 266,405,347 shares issued at December 31, 2019 and 2018, respectively)	262.8	266.4
Ordinary shares held in treasury, at cost (24,499,897 and 24,500,054 shares at December 31, 2019 and 2018, respectively)	(1,719.4)	(1,719.4)
Retained earnings	9,730.8	9,439.8
Accumulated other comprehensive loss	(1,006.6)	(964.1)
Total Ingersoll-Rand plc shareholders' equity	7,267.6	7,022.7
Noncontrolling interest	44.8	42.1
Total equity	7,312.4	7,064.8
Total liabilities and equity	$ 20,492.3	$ 17,914.9

See accompanying notes to Consolidated Financial Statements.

Ingersoll-Rand plc
Consolidated Statements of Equity

		Ingersoll-Rand plc shareholders' equity						
		Ordinary shares						
In millions, except per share amounts	Total equity	Amount	Shares	Ordinary shares held in treasury, at cost	Capital in excess of par value	Retained earnings	Accumulated other comprehensive income (loss)	Noncontrolling Interest
Balance at December 31, 2016	$ 6,718.3	$ 271.7	271.7	$ (702.7)	$ 346.5	$ 8,018.8	$ (1,290.5)	$ 74.5
Net earnings	1,312.3	—	—	—	—	1,302.6	—	9.7
Other comprehensive income (loss)	512.2	—	—	—	—	—	511.7	0.5
Shares issued under incentive stock plans	51.2	2.3	2.3	—	48.9	—	—	—
Repurchase of ordinary shares	(1,016.9)	—	—	(1,016.9)	—	—	—	—
Share-based compensation	67.9	—	—	—	70.8	(2.9)	—	—
Dividends declared to noncontrolling interest	(15.8)	—	—	—	—	—	—	(15.8)
Adoption of ASU 2016-09 (Stock Compensation)	15.1	—	—	—	—	15.1	—	—
Acquisition/divestiture of noncontrolling interest	(7.3)	—	—	—	(5.0)	—	—	(2.3)
Cash dividends declared ($1.70 per share)	(430.2)	—	—	—	—	(430.2)	—	—
Other	0.1	—	—	0.2	0.1	(0.2)	—	—
Balance at December 31, 2017	$ 7,206.9	$ 274.0	274.0	$ (1,719.4)	$ 461.3	$ 8,903.2	$ (778.8)	$ 66.6
Net earnings	1,357.5	—	—	—	—	1,337.6	—	19.9
Other comprehensive income (loss)	(188.3)	—	—	—	—	—	(185.3)	(3.0)
Shares issued under incentive stock plans	43.1	2.1	2.1	—	41.0	—	—	—
Repurchase of ordinary shares	(900.2)	(9.7)	(9.7)	—	(581.2)	(309.3)	—	—
Share-based compensation	74.7	—	—	—	78.8	(4.1)	—	—
Dividends declared to noncontrolling interest	(41.4)	—	—	—	—	—	—	(41.4)
Adoption of ASU 2014-09 (Revenue Recognition)	2.4	—	—	—	—	2.4	—	—
Adoption of ASU 2016-16 (Intra-Entity Transfers)	(9.1)	—	—	—	—	(9.1)	—	—
Cash dividends declared ($1.96 per share)	(480.8)	—	—	—	—	(480.8)	—	—
Other	—	—	—	—	0.1	(0.1)	—	—
Balance at December 31, 2018	$ 7,064.8	$ 266.4	266.4	$ (1,719.4)	$ —	$ 9,439.8	$ (964.1)	$ 42.1
Net earnings	1,428.5	—	—	—	—	1,410.9	—	17.6
Other comprehensive income (loss)	(41.6)	—	—	—	—	—	(42.5)	0.9
Shares issued under incentive stock plans	72.5	2.8	2.8	—	69.7	—	—	—
Repurchase of ordinary shares	(750.1)	(6.4)	(6.4)		(136.1)	(607.6)	—	—
Share-based compensation	63.5	—	—	—	66.4	(2.9)	—	—
Dividends declared to noncontrolling interest	(15.8)	—	—	—	—	—	—	(15.8)
Cash dividends declared ($2.12 per share)	(509.5)	—	—	—	—	(509.5)	—	—
Other	0.1	—	—	—	—	0.1	—	—
Balance at December 31, 2019	$ 7,312.4	$ 262.8	262.8	$ (1,719.4)	$ —	$ 9,730.8	$ (1,006.6)	$ 44.8

See accompanying notes to Consolidated Financial Statements.

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Ingersoll-Rand plc
Consolidated Statements of Cash Flows
In millions

For the years ended December 31,	2019	2018	2017
Cash flows from operating activities:			
Net earnings	$ 1,428.5	$ 1,357.5	$ 1,312.3
Discontinued operations, net of tax	(40.6)	21.5	25.4
Adjustments for non-cash transactions:			
Depreciation and amortization	397.4	361.5	353.3
Pension and other postretirement benefits	110.2	104.2	113.0
Stock settled share-based compensation	66.4	78.8	70.8
Other non-cash items, net	54.0	(129.2)	(121.9)
Changes in other assets and liabilities, net of the effects of acquisitions:			
Accounts and notes receivable	(53.2)	(236.0)	(156.7)
Inventories	18.4	(169.9)	(112.4)
Other current and noncurrent assets	(229.5)	35.3	(206.8)
Accounts payable	80.6	120.7	167.2
Other current and noncurrent liabilities	124.1	(69.9)	117.4
Net cash provided by (used in) continuing operating activities	1,956.3	1,474.5	1,561.6
Net cash provided by (used in) discontinued operating activities	(36.8)	(66.7)	(38.1)
Net cash provided by (used in) operating activities	1,919.5	1,407.8	1,523.5
Cash flows from investing activities:			
Capital expenditures	(254.1)	(365.6)	(221.3)
Acquisitions and equity method investments, net of cash acquired	(1,539.7)	(285.2)	(157.6)
Proceeds from sale of property, plant and equipment	3.8	22.1	1.5
Other investing activities, net	10.0	(0.7)	2.7
Net cash provided by (used in) investing activities	(1,780.0)	(629.4)	(374.7)
Cash flows from financing activities:			
Short-term borrowings (payments), net	—	(6.4)	(4.0)
Proceeds from long-term debt	1,497.9	1,147.0	—
Payments of long-term debt	(7.5)	(1,123.0)	(7.7)
Net proceeds from (payments of) debt	1,490.4	17.6	(11.7)
Debt issuance costs	(13.1)	(12.0)	(0.2)
Dividends paid to ordinary shareholders	(510.1)	(479.5)	(430.1)
Dividends paid to noncontrolling interests	(15.8)	(41.4)	(15.8)
Acquisition of noncontrolling interest	—	—	(6.8)
Proceeds from shares issued under incentive plans	116.8	68.9	76.7
Repurchase of ordinary shares	(750.1)	(900.2)	(1,016.9)
Other financing activities, net	(47.6)	(32.2)	(27.7)
Net cash provided by (used in) financing activities	270.5	(1,378.8)	(1,432.5)
Effect of exchange rate changes on cash and cash equivalents	(9.8)	(45.6)	118.4
Net increase (decrease) in cash and cash equivalents	400.2	(646.0)	(165.3)
Cash and cash equivalents – beginning of period	903.4	1,549.4	1,714.7
Cash and cash equivalents – end of period	$ 1,303.6	$ 903.4	$ 1,549.4
Cash paid during the year for:			
Interest	$ 220.9	$ 200.6	$ 210.0
Income taxes, net of refunds	$ 425.3	$ 375.4	$ 286.7

See accompanying notes to Consolidated Financial Statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. DESCRIPTION OF COMPANY

Ingersoll-Rand plc (Plc or Parent Company), a public limited company incorporated in Ireland in 2009, and its consolidated subsidiaries (collectively, we, our, the Company) is a diversified, global company that provides products, services and solutions to enhance the quality, energy efficiency and comfort of air in homes and buildings, transport and protect food and perishables and increase industrial productivity and efficiency. The Company's business segments consist of Climate and Industrial, both with strong brands and highly differentiated products within their respective markets. The Company generates revenue and cash primarily through the design, manufacture, sale and service of a diverse portfolio of industrial and commercial products that include well-recognized, premium brand names such as American Standard®, ARO®, Club Car®, Ingersoll-Rand®, Thermo King® and Trane®.

NOTE 2. PROPOSED REVERSE MORRIS TRUST TRANSACTION

In April 2019, the Company and Gardner Denver Holdings, Inc. (GDI) announced that they entered into definitive agreements pursuant to which the Company will separate its Industrial segment businesses (IR Industrial) by way of spin-off to the Company's shareholders and then combine with GDI to create a new company focused on flow creation and industrial technologies. This business is expected to be renamed Ingersoll-Rand Inc. The Company's remaining HVAC and transport refrigeration businesses, reported under the Climate segment, will focus on climate control solutions for buildings, homes and transportation. The Company will rename its remaining business Trane Technologies plc at the time the transaction closes. The transaction is expected to close by early 2020, subject to approval by GDI's shareholders, regulatory approvals and customary closing conditions.

The transaction will be effected through a Reverse Morris Trust transaction, pursuant to which IR Industrial is expected to be spun-off to the Company's shareholders and simultaneously merged with and surviving as a wholly-owned subsidiary of GDI. At the time of close, Trane Technologies plc will receive $1.9 billion in cash from IR Industrial, funded by newly-issued debt expected to be deemed issued under an existing credit agreement of GDI upon consummation of the merger. Upon close of the transaction, existing shareholders of the Company will receive 50.1% of the shares of Ingersoll-Rand Inc. on a fully diluted basis. Existing GDI shareholders will own 49.9% of the shares of Ingersoll-Rand Inc. on a fully diluted basis. The transaction is expected to be tax-free to the Company's respective shareholders for U.S. federal income tax purposes.

NOTE 3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies used in the preparation of the accompanying Consolidated Financial Statements follows:

Basis of Presentation: The accompanying Consolidated Financial Statements reflect the consolidated operations of the Company and have been prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP) as defined by the Financial Accounting Standards Board (FASB) within the FASB Accounting Standards Codification (ASC). Intercompany accounts and transactions have been eliminated. The assets, liabilities, results of operations and cash flows of all discontinued operations have been separately reported as discontinued operations for all periods presented. Certain reclassifications of amounts reported in prior periods have been made to conform with the current period presentation.

The Consolidated Financial Statements include all majority-owned subsidiaries of the Company. A noncontrolling interest in a subsidiary is considered an ownership interest in a majority-owned subsidiary that is not attributable to the parent. The Company includes *Noncontrolling interest* as a component of *Total equity* in the Consolidated Balance Sheet and the *Net earnings attributable* to *noncontrolling interests* are presented as an adjustment from *Net earnings* used to arrive at *Net earnings attributable to Ingersoll-Rand plc* in the Consolidated Statement of Comprehensive Income. Partially-owned equity affiliates represent 20-50% ownership interests in investments where the Company demonstrates significant influence, but does not have a controlling financial interest. Partially-owned equity affiliates are accounted for under the equity method.

Use of Estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosures of contingent assets and liabilities at the date of the financial statements as well as the reported amounts of revenues and expenses during the reporting period. Estimates are based on several factors including the facts and circumstances available at the time the estimates are made, historical experience, risk of loss, general economic conditions and trends, and the assessment of the probable future outcome. Actual results could differ from those estimates. Estimates and assumptions are reviewed periodically, and the effects of changes, if any, are reflected in the statement of operations in the period that they are determined.

Currency Translation: Assets and liabilities of non-U.S. subsidiaries, where the functional currency is not the U.S. dollar, have been translated at year-end exchange rates, and income and expense accounts have been translated using average exchange rates throughout the year. Adjustments resulting from the process of translating an entity's financial statements into the U.S. dollar have been recorded in the equity section of the Consolidated Balance Sheet within *Accumulated other comprehensive income (loss)*.

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Transactions that are denominated in a currency other than an entity's functional currency are subject to changes in exchange rates with the resulting gains and losses recorded within *Net earnings*.

Cash and Cash Equivalents: Cash and cash equivalents include cash on hand, demand deposits and all highly liquid investments with original maturities at the time of purchase of three months or less. The Company maintains amounts on deposit at various financial institutions, which may at times exceed federally insured limits. However, management periodically evaluates the credit-worthiness of those institutions and has not experienced any losses on such deposits.

Allowance for Doubtful Accounts: The Company maintains an allowance for doubtful accounts receivable which represents the best estimate of probable loss inherent in the Company's accounts receivable portfolio. This estimate is based upon a two-step policy that results in the total recorded allowance for doubtful accounts. The first step is to record a portfolio reserve based on the aging of the outstanding accounts receivable portfolio and the Company's historical experience with the Company's end markets, customer base and products. The second step is to create a specific reserve for significant accounts as to which the customer's ability to satisfy their financial obligation to the Company is in doubt due to circumstances such as bankruptcy, deteriorating operating results or financial position. In these circumstances, management uses its judgment to record an allowance based on the best estimate of probable loss, factoring in such considerations as the market value of collateral, if applicable. Actual results could differ from those estimates. These estimates and assumptions are reviewed periodically, and the effects of changes, if any, are reflected in the Consolidated Statement of Comprehensive Income in the period that they are determined. The Company reserved $42.2 million and $32.7 million for doubtful accounts as of December 31, 2019 and 2018, respectively.

Inventories: Depending on the business, U.S. inventories are stated at the lower of cost or market using the last-in, first-out (LIFO) method or the lower of cost or market using the first-in, first-out (FIFO) method. Non-U.S. inventories are primarily stated at the lower of cost or market using the FIFO method. At December 31, 2019 and 2018, approximately 54% and 56%, respectively, of all inventory utilized the LIFO method.

Property, Plant and Equipment: Property, plant and equipment are stated at cost, less accumulated depreciation. Assets placed in service are recorded at cost and depreciated using the straight-line method over the estimated useful life of the asset except for leasehold improvements, which are depreciated over the shorter of their economic useful life or their lease term. The range of useful lives used to depreciate property, plant and equipment is as follows:

Buildings	10	to	50 years
Machinery and equipment	2	to	12 years
Software	2	to	7 years

Major expenditures for replacements and significant improvements that increase asset values and extend useful lives are also capitalized. Capitalized costs are amortized over their estimated useful lives using the straight-line method. Repairs and maintenance expenditures that do not extend the useful life of the asset are charged to expense as incurred. The carrying amounts of assets that are sold or retired and the related accumulated depreciation are removed from the accounts in the year of disposal, and any resulting gain or loss is reflected within current earnings.

Per ASC 360, "Property, Plant, and Equipment" (ASC 360), the Company assesses the recoverability of the carrying value of its property, plant and equipment whenever events or changes in circumstances indicate that the carrying amount of the asset group may not be recoverable. Recoverability is measured by a comparison of the carrying amount of an asset group to the future net undiscounted cash flows expected to be generated by the asset group. If the undiscounted cash flows are less than the carrying amount of the asset group, an impairment loss is recognized for the amount by which the carrying value of the asset group exceeds the fair value of the asset group.

Goodwill and Intangible Assets: The Company records as goodwill the excess of the purchase price over the fair value of the net assets acquired in a business combination. In accordance with ASC 350, "Intangibles-Goodwill and Other" (ASC 350), goodwill and other indefinite-lived intangible assets are tested and reviewed annually for impairment during the fourth quarter or whenever there is a significant change in events or circumstances that indicate that the fair value of the asset is more likely than not less than the carrying amount of the asset.

Impairment of goodwill is assessed at the reporting unit level and begins with an optional qualitative assessment to determine if it is more likely than not that the fair value of each reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the goodwill impairment test under ASC 350. For those reporting units that bypass or fail the qualitative assessment, the test compares the carrying amount of the reporting unit to its estimated fair value. If the estimated fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired. To the extent that the carrying value of the reporting unit exceeds its estimated fair value, an impairment loss will be recognized for the amount by which the reporting unit's carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill in that reporting unit.

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Intangible assets such as patents, customer-related intangible assets and other intangible assets with finite useful lives are amortized on a straight-line basis over their estimated economic lives. The weighted-average useful lives approximate the following:

Customer relationships	17 years
Patents	10 years
Other	10 years

The Company assesses the recoverability of the carrying value of its intangible assets with finite useful lives whenever events or changes in circumstances indicate that the carrying amount of the asset group may not be recoverable. Recoverability is measured by a comparison of the carrying amount of an asset group to the future net undiscounted cash flows expected to be generated by the asset group. If the undiscounted cash flows are less than the carrying amount of the asset group, an impairment loss is recognized for the amount by which the carrying value of the asset group exceeds the fair value of the asset group.

Business Combinations: In accordance with ASC 805, "Business Combinations" (ASC 805), acquisitions are recorded using the acquisition method of accounting. The Company includes the operating results of acquired entities from their respective dates of acquisition. The Company recognizes and measures the identifiable assets acquired, liabilities assumed, and any non-controlling interest as of the acquisition date fair value. The excess, if any, of total consideration transferred in a business combination over the fair value of identifiable assets acquired, liabilities assumed , and any non-controlling interest is recognized as goodwill. Costs incurred as a result of a business combination other than costs related to the issuance of debt or equity securities are recorded in the period the costs are incurred.

Employee Benefit Plans: The Company provides a range of benefits, including pensions, postretirement and postemployment benefits to eligible current and former employees. Determining the cost associated with such benefits is dependent on various actuarial assumptions, including discount rates, expected return on plan assets, compensation increases, mortality, turnover rates, and healthcare cost trend rates. Actuaries perform the required calculations to determine expense in accordance with GAAP. Actual results may differ from the actuarial assumptions and are generally accumulated into *Accumulated other comprehensive income (loss)* and amortized into *Net earnings* over future periods. The Company reviews its actuarial assumptions at each measurement date and makes modifications to the assumptions based on current rates and trends, if appropriate.

Loss Contingencies: Liabilities are recorded for various contingencies arising in the normal course of business. The Company has recorded reserves in the financial statements related to these matters, which are developed using input derived from actuarial estimates and historical and anticipated experience data depending on the nature of the reserve, and in certain instances with consultation of legal counsel, internal and external consultants and engineers. Subject to the uncertainties inherent in estimating future costs for these types of liabilities, the Company believes its estimated reserves are reasonable and does not believe the final determination of the liabilities with respect to these matters would have a material effect on the financial condition, results of operations, liquidity or cash flows of the Company for any year.

Environmental Costs: The Company is subject to laws and regulations relating to protecting the environment. Environmental expenditures relating to current operations are expensed or capitalized as appropriate. Expenditures relating to existing conditions caused by past operations, which do not contribute to current or future revenues, are expensed. Liabilities for remediation costs are recorded when they are probable and can be reasonably estimated, generally no later than the completion of feasibility studies or the Company's commitment to a plan of action. The assessment of this liability, which is calculated based on existing remediation technology, does not reflect any offset for possible recoveries from insurance companies, and is not discounted.

Asbestos Matters: Certain of the Company's wholly-owned subsidiaries and former companies are named as defendants in asbestos-related lawsuits in state and federal courts. The Company records a liability for actual and anticipated future claims as well as an asset for anticipated insurance settlements. Asbestos-related defense costs are excluded from the asbestos claims liability and are recorded separately as services are incurred. None of the Company's existing or previously-owned businesses were a producer or manufacturer of asbestos. The Company records certain income and expenses associated with asbestos liabilities and corresponding insurance recoveries within discontinued operations, net of tax, as they relate to previously divested businesses, except for amounts associated with Trane U.S. Inc.'s asbestos liabilities and corresponding insurance recoveries which are recorded within continuing operations.

Product Warranties: Standard product warranty accruals are recorded at the time of sale and are estimated based upon product warranty terms and historical experience. The Company assesses the adequacy of its liabilities and will make adjustments as necessary based on known or anticipated warranty claims, or as new information becomes available. The Company's extended warranty liability represents the deferred revenue associated with its extended warranty contracts and is amortized into Revenue on a straight-line basis over the life of the contract, unless another method is more representative of the costs incurred. The Company assesses the adequacy of its liability by evaluating the expected costs under its existing contracts to ensure these expected costs do not exceed the extended warranty liability.

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Income Taxes: Deferred tax assets and liabilities are determined based on temporary differences between financial reporting and tax bases of assets and liabilities, applying enacted tax rates expected to be in effect for the year in which the differences are expected to reverse. The Company recognizes future tax benefits, such as net operating losses and tax credits, to the extent that realizing these benefits is considered in its judgment to be more likely than not. The Company regularly reviews the recoverability of its deferred tax assets considering its historic profitability, projected future taxable income, timing of the reversals of existing temporary differences and the feasibility of its tax planning strategies. Where appropriate, the Company records a valuation allowance with respect to a future tax benefit.

Revenue Recognition: Revenue is recognized when control of a good or service promised in a contract (i.e., performance obligation) is transferred to a customer. Control is obtained when a customer has the ability to direct the use of and obtain substantially all of the remaining benefits from that good or service. A majority of the Company's revenues are recognized at a point-in-time as control is transferred at a distinct point in time per the terms of a contract. However, a portion of the Company's revenues are recognized over time as the customer simultaneously receives control as the Company performs work under a contract. For these arrangements, the cost-to-cost input method is used as it best depicts the transfer of control to the customer that occurs as the Company incurs costs. See Note 13 to the Consolidated Financial Statements for additional information regarding revenue recognition.

Research and Development Costs: The Company conducts research and development activities for the purpose of developing and improving new products and services. These expenditures are expensed when incurred. For the years ended December 31, 2019, 2018 and 2017, these expenditures amounted to $237.0 million, $228.7 million and $210.8 million, respectively.

Recent Accounting Pronouncements

The FASB ASC is the sole source of authoritative GAAP other than the Securities and Exchange Commission (SEC) issued rules and regulations that apply only to SEC registrants. The FASB issues an Accounting Standards Update (ASU) to communicate changes to the codification. The Company considers the applicability and impact of all ASU's. ASU's not listed below were assessed and determined to be either not applicable or are not expected to have a material impact on the consolidated financial statements.

Recently Adopted Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, “Leases” (ASC 842), which requires the lease rights and obligations arising from lease contracts, including existing and new arrangements, to be recognized as assets and liabilities on the balance sheet. The Company adopted this standard using a modified-retrospective approach as of January 1, 2019. Under this approach, the Company recognized and recorded a right-of-use (ROU) asset and related lease liability on the Consolidated Balance Sheet of $521 million with no impact to *Retained earnings*. Reporting periods prior to January 1, 2019 continue to be presented in accordance with previous lease accounting guidance under GAAP. As part of the adoption, the Company elected the package of practical expedients permitted under the transition guidance which includes the ability to carry forward historical lease classification. Refer to Note 11, “Leases,” for a further discussion on the adoption of ASC 842.

In August 2017, the FASB issued ASU 2017-12, "Derivatives and hedging (Topic 815): Targeted improvements to accounting for hedging activities" (ASU 2017-12). This standard more closely aligns the results of cash flow and fair value hedge accounting with risk management activities through changes to both the designation and measurement guidance for qualifying hedging relationships and the presentation of hedge results in the financial statements. This standard also addresses specific limitations in current GAAP by expanding hedge accounting for both nonfinancial and financial risk components and by refining the measurement of hedge results to better reflect an entity’s hedging strategies. Additionally, by aligning the timing of recognition of hedge results with the earnings effect of the hedged item for cash flow and net investment hedges, and by including the earnings effect of the hedging instrument in the same income statement line item in which the earnings effect of the hedged item is presented, the results of an entity’s hedging program and the cost of executing that program will be more visible to users of financial statements. ASU 2017-12 is effective for annual reporting periods beginning after December 15, 2018 with early adoption permitted. The Company adopted this standard on October 1, 2018 with no material impact to the financial statements.

In October 2016, the FASB issued ASU 2016-16, “Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory” (ASU 2016-16) which removed the prohibition in Topic 740 against the immediate recognition of the current and deferred income tax effects of intra-entity transfers of assets other than inventory. As a result, the income tax consequences of an intra-entity transfer of assets other than inventory will be recognized in the current period income statement rather than being deferred until the assets leave the consolidated group. The Company applied ASU 2016-16 on a modified retrospective basis through a cumulative-effect adjustment which reduced *Retained earnings* by $9.1 million as of January 1, 2018.

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers" (ASC 606), which created a comprehensive, five-step model for revenue recognition that requires a company to recognize revenue to depict the transfer of promised goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Under ASC 606, a company will be required to use more judgment and make more estimates when considering contract terms as well as relevant facts and circumstances when identifying performance obligations, estimating the amount of

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variable consideration in the transaction price and allocating the transaction price to each separate performance obligation. The Company adopted this standard on January 1, 2018 using the modified retrospective approach and recorded a cumulative effect adjustment to increase *Retained earnings* by $2.4 million with related amounts not materially impacting the Balance Sheet. Refer to Note 13, “Revenue,” for a further discussion on the adoption of ASC 606.

In March 2016, the FASB issued ASU No. 2016-09, "Compensation-Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting" (ASU 2016-09), which simplifies several aspects of the accounting for employee share-based payment transactions. The standard makes several modifications to the accounting for forfeitures, employer tax withholding on share-based compensation and the financial statement presentation of excess tax benefits or deficiencies. In addition, ASU 2016-09 clarifies the statement of cash flows presentation for certain components of share-based awards. The Company adopted this standard on January 1, 2017 and prospectively presented any excess tax benefits or deficiencies in the income statement as a component of *Provision for income taxes* rather than in the Equity section of the Balance Sheet. As part of the adoption, the Company reclassified $15.1 million of excess tax benefits previously unrecognized on a modified retrospective basis through a cumulative-effect adjustment to increase *Retained earnings* as of January 1, 2017.

Recently Issued Accounting Pronouncements

In December 2019, the FASB issued ASU 2019-12, “Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes" (ASU 2019-12), which simplifies certain aspects of income tax accounting guidance in ASC 740, reducing the complexity of its application. Certain exceptions to ASC 740 presented within the ASU include: intraperiod tax allocation, deferred tax liabilities related to outside basis differences, year-to-date loss in interim periods, among others. ASU 2019-12 is effective for annual reporting periods beginning after December 15, 2020 including interim periods therein with early adoption permitted. The Company is currently assessing the impact of the ASU on its financial statements.

In August 2018, the FASB issued ASU 2018-15, "Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract" (ASU 2018-15), which aligns the requirements for capitalizing implementation costs in a cloud-computing arrangement service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. In addition, the guidance also clarifies the presentation requirements for reporting such costs in the financial statements. ASU 2018-15 is effective for annual reporting periods beginning after December 15, 2019 with early adoption permitted. Upon adoption, this ASU will be applied on a prospective basis and is not expected to have a material impact on the financial statements.

In June 2016, the FASB issued ASU 2016-13, “Financial Instruments - Credit Losses” (ASU 2016-13), which changes the impairment model for most financial assets and certain other instruments from an incurred loss model to an expected loss model. In addition, the guidance also requires incremental disclosures regarding allowances and credit quality indicators. ASU 2016-13 is required to be adopted using the modified-retrospective approach and will be effective in fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, with early adoption permitted. Upon adoption, this ASU is not expected to have a material impact on the financial statements.

NOTE 4. INVENTORIES

Depending on the business, U.S. inventories are stated at the lower of cost or market using the LIFO method or the lower of cost or market using the FIFO method. Non-U.S. inventories are primarily stated at the lower of cost or market using the FIFO method.

At December 31, the major classes of inventory were as follows:

In millions	**2019**	**2018**
Raw materials	$ 613.1	$ 550.5
Work-in-process	209.2	182.0
Finished goods	975.5	1,028.8
	1,797.8	1,761.3
LIFO reserve	(85.6)	(83.5)
Total	$ 1,712.2	$ 1,677.8

The Company performs periodic assessments to determine the existence of obsolete, slow-moving and non-saleable inventories and records necessary provisions to reduce such inventories to net realizable value. Reserve balances, primarily related to obsolete and slow-moving inventories, were $126.4 million and $119.9 million at December 31, 2019 and December 31, 2018, respectively.

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NOTE 5. PROPERTY, PLANT AND EQUIPMENT

At December 31, the major classes of property, plant and equipment were as follows:

In millions	2019	2018
Land	$ 60.6	$ 53.2
Buildings	921.2	870.7
Machinery and equipment	2,210.0	2,079.9
Software	847.9	831.4
	4,039.7	3,835.2
Accumulated depreciation	(2,233.5)	(2,104.4)
Total	$ 1,806.2	$ 1,730.8

Depreciation expense for the years ended December 31, 2019, 2018 and 2017 was $221.2 million, $217.4 million and $217.3 million, which include amounts for software amortization of $25.3 million, $25.7 million and $28.6 million, respectively.

NOTE 6. GOODWILL

The Company records as goodwill the excess of the purchase price over the fair value of the net assets acquired in a business combination. Measurement period adjustments may be recorded once a final valuation has been performed. Goodwill is tested and reviewed annually for impairment during the fourth quarter or whenever there is a significant change in events or circumstances that indicate that the fair value of the reporting unit may be less than its carrying value.

The changes in the carrying amount of Goodwill are as follows:

In millions	Climate	Industrial	Total
Net balance as of December 31, 2017	$ 5,065.1	$ 870.6	$ 5,935.7
Acquisitions [1]	118.1	1.8	119.9
Currency translation	(84.0)	(12.1)	(96.1)
Net balance as of December 31, 2018	5,099.2	860.3	5,959.5
Acquisitions [1]	45.3	801.3	846.6
Currency translation	(18.8)	(4.2)	(23.0)
Net balance as of December 31, 2019	$ 5,125.7	$ 1,657.4	$ 6,783.1

(1) Refer to Note 19, "Acquisitions and Divestitures" for more information regarding acquisitions.

The net goodwill balances at December 31, 2019, 2018 and 2017 include $2,496.0 million of accumulated impairment. The accumulated impairment relates entirely to a charge in 2008 associated with the Climate segment.

NOTE 7. INTANGIBLE ASSETS

Indefinite-lived intangible assets are tested and reviewed annually for impairment during the fourth quarter or whenever there is a significant change in events or circumstances that indicate that the fair value of the asset may be less than the carrying amount of the asset. All other intangible assets with finite useful lives are being amortized on a straight-line basis over their estimated useful lives.

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The following table sets forth the gross amount and related accumulated amortization of the Company's intangible assets at December 31:

	2019			2018		
In millions	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Customer relationships	$ 2,562.1	$ (1,321.8)	$ 1,240.3	$ 2,086.8	$ (1,176.3)	$ 910.5
Patents	207.6	(187.6)	20.0	206.6	(182.0)	24.6
Other	124.5	(73.1)	51.4	84.5	(54.4)	30.1
Total finite-lived intangible assets	$ 2,894.2	$ (1,582.5)	$ 1,311.7	$ 2,377.9	$ (1,412.7)	$ 965.2
Trademarks (indefinite-lived)	2,837.1	—	2,837.1	2,669.5	—	2,669.5
Total	$ 5,731.3	$ (1,582.5)	$ 4,148.8	$ 5,047.4	$ (1,412.7)	$ 3,634.7

Intangible asset amortization expense for 2019, 2018 and 2017 was $171.3 million, $139.3 million and $132.0 million, respectively. Future estimated amortization expense on existing intangible assets in each of the next five years amounts to approximately $177 million for 2020, $174 million for 2021, $174 million for 2022, $173 million for 2023, and $169 million for 2024. As a result of acquisitions that occurred throughout 2019, the Company recorded $687.7 million of intangible assets based on their estimated fair value. Refer to Note 19, "Acquisitions and Divestitures" for more information regarding acquisitions.

NOTE 8. DEBT AND CREDIT FACILITIES

At December 31, *Short-term borrowings and current maturities of long-term debt* consisted of the following:

In millions	2019	2018
Debentures with put feature	$ 343.0	$ 343.0
2.625% Senior notes due 2020 (1)	299.8	—
Other current maturities of long-term debt	7.7	7.6
Total	$ 650.5	$ 350.6

(1) The 2.625% Senior notes are due in May 2020.

The Company's short-term obligations primarily consist of current maturities of long-term debt. The weighted-average interest rate for *Short-term borrowings and current maturities of long-term debt* at December 31, 2019 and 2018 was 4.6% and 6.3%, respectively.

Commercial Paper Program

The Company uses borrowings under its commercial paper program for general corporate purposes. The maximum aggregate amount of unsecured commercial paper notes available to be issued, on a private placement basis, under the commercial paper program is $2.0 billion as of December 31, 2019. Under the commercial paper program, the Company may issue notes from time to time through Ingersoll-Rand Global Holding Company Limited or Ingersoll-Rand Luxembourg Finance S.A. Each of Ingersoll-Rand plc, Ingersoll-Rand Irish Holdings Unlimited Company, Ingersoll-Rand Lux International Holding Company S.à.r.l., Ingersoll-Rand Global Holding Company Limited and Ingersoll-Rand Company provided irrevocable and unconditional guarantees for any notes issued under the commercial paper program. The Company had no outstanding balance under its commercial paper program as of December 31, 2019 and December 31, 2018.

Debentures with Put Feature

At December 31, 2019 and December 31, 2018, the Company had $343.0 million of fixed rate debentures outstanding which contain a put feature that the holders may exercise on each anniversary of the issuance date. If exercised, the Company is obligated to repay in whole or in part, at the holder's option, the outstanding principal amount of the debentures plus accrued interest. If these options are not exercised, the final contractual maturity dates would range between 2027 and 2028. Holders of these debentures had the option to exercise the put feature on each of the outstanding debentures in 2019, subject to the notice requirement. No material exercises were made in 2019 or 2018.

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At December 31, long-term debt excluding current maturities consisted of:

In millions	2019	2018
2.625% Senior notes due 2020 (1)	$ —	$ 299.4
2.900% Senior notes due 2021	299.1	298.3
9.000% Debentures due 2021	124.9	124.9
4.250% Senior notes due 2023	697.8	697.1
7.200% Debentures due 2020-2025	37.3	44.8
3.550% Senior notes due 2024	496.6	495.9
6.480% Debentures due 2025	149.7	149.7
3.500% Senior notes due 2026	396.8	—
3.750% Senior notes due 2028	545.1	544.5
3.800% Senior notes due 2029	743.6	—
5.750% Senior notes due 2043	494.5	494.3
4.650% Senior notes due 2044	295.9	295.8
4.300% Senior notes due 2048	296.0	295.9
4.500% Senior notes due 2049	345.5	—
Other loans and notes	0.1	0.1
Total	$ 4,922.9	$ 3,740.7

(1) The 2.625% Senior notes are due in May 2020.

Scheduled maturities of long-term debt, including current maturities, as of December 31, 2019 are as follows:

In millions	
2020	$ 650.5
2021	431.6
2022	7.5
2023	705.3
2024	504.1
Thereafter	3,274.4
Total	$ 5,573.4

Issuance of Senior Notes

In March 2019, the Company issued $1.5 billion principal amount of senior notes in three tranches through Ingersoll-Rand Luxembourg Finance S.A., an indirect, wholly-owned subsidiary. The tranches consist of $400 million aggregate principal amount of 3.500% senior notes due 2026, $750 million aggregate principal amount of 3.800% senior notes due 2029 and $350 million aggregate principal amount of 4.500% senior notes due 2049. The notes are fully and unconditionally guaranteed by each of Ingersoll Rand plc, Ingersoll-Rand Global Holding Company Limited, Ingersoll-Rand Lux International Holding Company S.à.r.l, Ingersoll-Rand Irish Holdings Unlimited Company, and Ingersoll-Rand Company. The Company has the option to redeem the notes in whole or in part at any time, prior to their stated maturity date at redemption prices set forth in the indenture agreement. The notes are subject to certain customary covenants, however, none of these covenants are considered restrictive to the Company's operations. During the three months ended March 31, 2019, the Company capitalized $13.1 million of debt issuance costs which will be amortized over the remaining life of the debt. The Company used the net proceeds to finance the acquisition of Precision Flow Systems (PFS) and for general corporate purposes.

In February 2018, the Company issued $1.15 billion principal amount of senior notes in three tranches through an indirect, wholly-owned subsidiary. The tranches consist of $300 million aggregate principal amount of 2.900% senior notes due 2021, $550 million aggregate principal amount of 3.750% senior notes due 2028 and $300 million aggregate principal amount of 4.300% senior notes due 2048. The notes are fully and unconditionally guaranteed by each of Ingersoll Rand plc, Ingersoll-Rand Irish Holdings Unlimited Company, Ingersoll-Rand Lux International Holding Company S.à.r.l, Ingersoll-Rand Company and Ingersoll-Rand Luxembourg Finance S.A. The Company has the option to redeem the notes in whole or in part at any time, prior to their stated maturity date at redemption prices set forth in the indenture agreement. The notes are subject to certain customary covenants, however, none of these covenants are considered restrictive to the Company's operations. In March 2018, the Company used the proceeds to fund the redemption of $750 million aggregate principal amount of 6.875% senior notes due 2018 and $350 million aggregate principal

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amount of 2.875% senior notes due 2019, with the remainder used for general corporate purposes. As a result of the early redemption, the Company recognized $15.4 million of premium expense and $1.2 million of unamortized costs in *Interest expense* in 2018.

Other Credit Facilities

The Company maintains two 5-year, $1.0 billion revolving credit facilities (the Facilities) through its wholly-owned subsidiaries, Ingersoll-Rand Global Holding Company Limited and Ingersoll-Rand Luxembourg Finance S.A. (collectively, the Borrowers). Each senior unsecured credit facility, one of which matures in March 2021 and the other in April 2023, provides support for the Company's commercial paper program and can be used for working capital and other general corporate purposes. Ingersoll-Rand plc, Ingersoll-Rand Irish Holdings Unlimited Company, Ingersoll-Rand Lux International Holding Company S.à.r.l. and Ingersoll-Rand Company each provide irrevocable and unconditional guarantees for these Facilities. In addition, each Borrower will guarantee the obligations under the Facilities of the other Borrower. Total commitments of $2.0 billion were unused at December 31, 2019 and December 31, 2018.

Fair Value of Debt

The carrying value of the Company's short-term borrowings is a reasonable estimate of fair value due to the short-term nature of the instruments. The fair value of the Company's debt instruments at December 31, 2019 and December 31, 2018 was $6.2 billion and $4.2 billion, respectively. The Company measures the fair value of its long-term debt instruments for disclosure purposes based upon observable market prices quoted on public exchanges for similar assets. These fair value inputs are considered Level 2 within the fair value hierarchy. The methodologies used by the Company to determine the fair value of its long-term debt instruments at December 31, 2019 are the same as those used at December 31, 2018.

Guarantees

Along with Ingersoll-Rand plc, certain of the Company's 100% directly or indirectly owned subsidiaries have fully and unconditionally guaranteed, on a joint and several basis, public debt issued by other 100% directly or indirectly owned subsidiaries. Refer to Note 23 for the Company's current guarantor structure.

NOTE 9. FINANCIAL INSTRUMENTS

In the normal course of business, the Company is exposed to certain risks arising from business operations and economic factors. These fluctuations can increase the cost of financing, investing and operating the business. The Company may use various financial instruments, including derivative instruments, to manage the risks associated with interest rate, commodity price and foreign currency exposures. These financial instruments are not used for trading or speculative purposes. The Company recognizes all derivatives on the Consolidated Balance Sheet at their fair value as either assets or liabilities.

On the date a derivative contract is entered into, the Company designates the derivative instrument as a cash flow hedge of a forecasted transaction or as an undesignated derivative. The Company formally documents its hedge relationships, including identification of the derivative instruments and the hedged items, as well as its risk management objectives and strategies for undertaking the hedge transaction. This process includes linking derivative instruments that are designated as hedges to specific assets, liabilities or forecasted transactions.

The Company assesses at inception and at least quarterly thereafter, whether the derivatives used in cash flow hedging transactions are highly effective in offsetting the changes in the cash flows of the hedged item. To the extent the derivative is deemed to be a highly effective hedge, the fair market value changes of the instrument are recorded to *Accumulated other comprehensive income* (AOCI). If the hedging relationship ceases to be highly effective, or it becomes probable that a forecasted transaction is no longer expected to occur, the hedging relationship will be undesignated and any future gains and losses on the derivative instrument will be recorded in *Net earnings*.

The fair values of derivative instruments included within the Consolidated Balance Sheet as of December 31 were as follows:

	Derivative assets		Derivative liabilities	
In millions	**2019**	**2018**	**2019**	**2018**
Derivatives designated as hedges:				
Currency derivatives	$ 0.1	$ 1.3	$ 3.9	$ 0.7
Derivatives not designated as hedges:				
Currency derivatives	1.2	0.9	3.3	0.6
Total derivatives	$ 1.3	$ 2.2	$ 7.2	$ 1.3

Asset and liability derivatives included in the table above are recorded within *Other current assets* and *Accrued expenses and other current liabilities*, respectively.

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Currency Hedging Instruments

The notional amount of the Company's currency derivatives was $0.5 billion and $0.6 billion at December 31, 2019 and 2018, respectively. At December 31, 2019 and 2018, a net loss of $2.9 million and a net gain of $0.5 million, net of tax, respectively, was included in AOCI related to the fair value of the Company's currency derivatives designated as accounting hedges. The amount expected to be reclassified into *Net earnings* over the next twelve months is a loss of $1.6 million. The actual amounts that will be reclassified to *Net earnings* may vary from this amount as a result of changes in market conditions. Gains and losses associated with the Company's currency derivatives not designated as hedges are recorded in *Net earnings* as changes in fair value occur. At December 31, 2019, the maximum term of the Company's currency derivatives was approximately 12 months, except for currency derivatives in place related to a certain long-term contract.

Other Derivative Instruments

Prior to 2015, the Company utilized forward-starting interest rate swaps and interest rate locks to manage interest rate exposure in periods prior to the anticipated issuance of certain fixed-rate debt. These instruments were designated as cash flow hedges and had a notional amount of $1.3 billion. Consequently, when the contracts were settled upon the issuance of the underlying debt, any realized gains or losses in the fair values of the instruments were deferred into AOCI. These deferred gains or losses are subsequently recognized in *Interest expense* over the term of the related notes. The net unrecognized gain in AOCI was $6.0 million and $6.7 million at December 31, 2019 and at December 31, 2018. The deferred gain at December 31, 2019 will continue to be amortized over the term of notes with maturities ranging from 2023 to 2044. The amount expected to be amortized over the next twelve months is a net gain of $0.7 million. The Company has no forward-starting interest rate swaps or interest rate lock contracts outstanding at December 31, 2019 or 2018.

The following table represents the amounts associated with derivatives designated as hedges affecting *Net earnings* and AOCI for the years ended December 31:

	Amount of gain (loss) recognized in AOCI			Location of gain (loss) reclassified from AOCI and recognized into Net earnings	Amount of gain (loss) reclassified from AOCI and recognized into Net earnings		
In millions	**2019**	**2018**	**2017**		**2019**	**2018**	**2017**
Currency derivatives designated as hedges	$ (2.7)	$ 1.2	$ (1.8)	Cost of goods sold	$ (1.4)	$ (0.8)	$ (3.1)
Interest rate swaps & locks	—	—	—	Interest expense	0.7	(0.1)	(0.5)
Total	$ (2.7)	$ 1.2	$ (1.8)		$ (0.7)	$ (0.9)	$ (3.6)

The following table represents the amounts associated with derivatives not designated as hedges affecting *Other income(expense), net* for the years ended December 31:

	Amount of gain (loss) recognized in Net earnings		
In millions	**2019**	**2018**	**2017**
Currency derivatives not designated as hedges	$ (6.4)	$ (29.6)	$ 58.0
Total	$ (6.4)	$ (29.6)	$ 58.0

The gains and losses associated with the Company's undesignated currency derivatives are materially offset in *Other income/(expense), net* by changes in the fair value of the underlying transactions.

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The following table presents the effects of the Company's designated financial instruments on the associated financial statement line item within the Consolidated Statement of Comprehensive Income where the financial instrument are recorded for the years ended December 31:

	Classification and amount of gain (loss) recognized in income on cash flow hedging relationships			
	2019		2018	
In millions	Cost of goods sold	Interest expense	Cost of goods sold	Interest expense
Total amounts presented in the Consolidated Statements of Comprehensive Income	$ (11,451.5)	$ (243.0)	$ (10,847.6)	$ (220.7)
Gain (loss) on cash flow hedging relationships				
Currency derivatives:				
Amount of gain (loss) reclassified from AOCI and recognized into Net earnings	$ (1.4)	$ —	$ (0.8)	$ —
Amount excluded from effectiveness testing recognized in net earnings based on changes in fair value and amortization	$ (3.0)	$ —	$ (0.1)	$ —
Interest rate swaps & locks:				
Amount of gain (loss) reclassified from AOCI and recognized into Net earnings	$ —	$ 0.7	$ —	$ (0.1)

Concentration of Credit Risk

The counterparties to the Company’s forward contracts consist of a number of investment grade major international financial institutions. The Company could be exposed to losses in the event of nonperformance by the counterparties. However, the credit ratings and the concentration of risk in these financial institutions are monitored on a continuous basis and present no significant credit risk to the Company.

NOTE 10. FAIR VALUE MEASUREMENTS

ASC 820, "Fair Value Measurement," (ASC 820) defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 also establishes a three-level fair value hierarchy that prioritizes information used in developing assumptions when pricing an asset or liability as follows:

- *Level 1:* Observable inputs such as quoted prices in active markets;
- *Level 2:* Inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- *Level 3:* Unobservable inputs where there is little or no market data, which requires the reporting entity to develop its own assumptions.

ASC 820 requires the use of observable market data, when available, in making fair value measurements. When inputs used to measure fair value fall within different levels of the hierarchy, the level within which the fair value measurement is categorized is based on the lowest level input that is significant to the fair value measurement.

The following table presents the Company’s fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2019:

		Fair value measurements		
In Millions	Fair Value	Level 1	Level 2	Level 3
Assets:				
Derivative instruments	$ 1.3	$ —	$ 1.3	$ —
Liabilities:				
Derivative instruments	$ 7.2	$ —	$ 7.2	$ —

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The following table presents the Company's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2018:

		Fair value measurements		
In Millions	**Fair Value**	**Level 1**	**Level 2**	**Level 3**
Assets:				
Derivative instruments	$ 2.2	$ —	$ 2.2	$ —
Liabilities:				
Derivative instruments	$ 1.3	$ —	$ 1.3	$ —

Derivative instruments include forward foreign currency contracts and instruments related to non-functional currency balance sheet exposures. The fair value of the derivative instruments are determined based on a pricing model that uses spot rates and forward prices from actively quoted currency markets that are readily accessible and observable.

The carrying values of cash and cash equivalents, accounts receivable and accounts payable are a reasonable estimate of their fair value due to the short-term nature of these instruments. These methodologies used by the Company to determine the fair value of its financial assets and liabilities at December 31, 2019 are the same as those used at December 31, 2018. There have been no transfers between levels of the fair value hierarchy.

NOTE 11. LEASES

The Company's lease portfolio includes various contracts for real estate, vehicles, information technology and other equipment. At contract inception, the Company determines a lease exists if the contract conveys the right to control an identified asset for a period of time in exchange for consideration. Control is considered to exist when the lessee has the right to obtain substantially all of the economic benefits from the use of an identified asset as well as the right to direct the use of that asset. If a contract is considered to be a lease, the Company recognizes a lease liability based on the present value of the future lease payments, with an offsetting entry to recognize a right-of-use asset. Options to extend or terminate a lease are included when it is reasonably certain an option will be exercised. As a majority of the Company's leases do not provide an implicit rate within the lease, an incremental borrowing rate is used which is based on information available at the commencement date.

The following table includes a summary of the Company's lease portfolio and Balance Sheet classification:

In millions	**Classification**	**December 31, 2019**	**January 1, 2019**
Assets			
Operating lease right-of-use assets [(1)]	Other noncurrent assets	$ 560.0	$ 517.1
Liabilities			
Operating lease current	Other current liabilities	172.0	160.3
Operating lease noncurrent	Other noncurrent liabilities	394.4	360.5

(1) Per ASC 842, prepaid lease payments and lease incentives are recorded as part of the right-of-use asset. The net impact was $6.4 million and $3.7 million at December 31, 2019 and January 1, 2019, respectively.

The Company elected the practical expedient as an accounting policy election by class of underlying asset to account for each separate lease component of a contract and its associated non-lease component as a single lease component. This practical expedient was applied to all underlying asset classes. In addition, the Company elected the practical expedient to utilize a portfolio approach for the vehicle, information technology and equipment asset classes as the application of the lease model to the portfolio would not differ materially from the application of the lease model to the individual leases within the portfolio.

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The following table includes lease costs and related cash flow information for the year ended December 31:

In millions		2019
Operating lease expense	$	206.1
Variable lease expense		29.9
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases		204.2
Right-of-use assets obtained in exchange for new operating lease liabilities		201.9

Operating lease expense is recognized on a straight-line basis over the lease term. In addition, the Company has certain leases that contain variable lease payments which are based on an index, a rate referenced in the lease or on the actual usage of the leased asset. These payments are not included in the right-to-use asset or lease liability and are expensed as incurred as variable lease expense. The Company elected the practical expedient as an accounting policy election by class of underlying asset to not apply the balance sheet recognition criteria required in ASC 842 to leases with an initial lease term of twelve months or less. Payments for these leases are recognized on a straight-line basis over the lease term.

Maturities of lease obligations were as follows:

In millions		December 31, 2019
Operating leases:		
2020	$	192.3
2021		151.6
2022		106.8
2023		75.3
2024		40.0
After 2024		68.1
Total lease payments	$	634.1
Less: Interest		(67.7)
Present value of lease liabilities	$	566.4

At December 31, 2019, the weighted average remaining lease term was 4.7 years with a weighted average discount rate of 3.9%.

Prior Period Disclosures

As a result of adopting ASC 842 on January 1, 2019, the Company is required to present future minimum lease commitments for operating leases having initial or noncancellable lease terms in excess of one year that were previously disclosed in our 2018 Annual Report on Form 10-K and accounted for under previous lease guidance. Commitments as of December 31, 2018 were as follows:

In millions		December 31, 2018
Operating leases		
2019	$	197.1
2020		152.0
2021		107.4
2022		68.4
2023		42.2
After 2023		42.7
Total	$	609.8

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NOTE 12. PENSIONS AND POSTRETIREMENT BENEFITS OTHER THAN PENSIONS

The Company sponsors several U.S. defined benefit and defined contribution plans covering substantially all of the Company's U.S. employees. Additionally, the Company has many non-U.S. defined benefit and defined contribution plans covering eligible non-U.S. employees. Postretirement benefits other than pensions (OPEB) provide healthcare benefits, and in some instances, life insurance benefits for certain eligible employees.

Pension Plans

The noncontributory defined benefit pension plans covering non-collectively bargained U.S. employees provide benefits on a final average pay formula while plans for most collectively bargained U.S. employees provide benefits on a flat dollar benefit formula or a percentage of pay formula. The non-U.S. pension plans generally provide benefits based on earnings and years of service. The Company also maintains additional other supplemental plans for officers and other key or highly compensated employees.

The following table details information regarding the Company's pension plans at December 31:

In millions	2019	2018
Change in benefit obligations:		
Benefit obligation at beginning of year	$ 3,465.3	$ 3,742.2
Service cost	73.6	75.0
Interest cost	119.1	109.7
Employee contributions	1.1	1.1
Amendments	5.7	16.1
Actuarial (gains) losses	422.8	(224.8)
Benefits paid	(225.3)	(218.9)
Currency translation	9.0	(34.8)
Curtailments, settlements and special termination benefits	(3.1)	(4.6)
Other, including expenses paid	(17.0)	4.3
Benefit obligation at end of year	$ 3,851.2	$ 3,465.3
Change in plan assets:		
Fair value at beginning of year	$ 2,766.9	$ 3,063.1
Actual return on assets	526.1	(125.9)
Company contributions	83.1	86.9
Employee contributions	1.1	1.1
Benefits paid	(225.3)	(218.9)
Currency translation	12.0	(32.8)
Settlements	(5.3)	(9.8)
Other, including expenses paid	(21.8)	3.2
Fair value of assets end of year	$ 3,136.8	$ 2,766.9
Net unfunded liability	$ (714.4)	$ (698.4)
Amounts included in the balance sheet:		
Other noncurrent assets	$ 50.4	$ 49.9
Accrued compensation and benefits	(8.7)	(25.9)
Postemployment and other benefit liabilities	(756.1)	(722.4)
Net amount recognized	$ (714.4)	$ (698.4)

It is the Company's objective to contribute to the pension plans to ensure adequate funds, and no less than required by law, are available in the plans to make benefit payments to plan participants and beneficiaries when required. However, certain plans are not or cannot be funded due to either legal, accounting, or tax requirements in certain jurisdictions. As of December 31, 2019, approximately seven percent of the Company's projected benefit obligation relates to plans that cannot be funded.

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The pretax amounts recognized in *Accumulated other comprehensive income (loss)* are as follows:

In millions	Prior service benefit (cost)	Net actuarial gains (losses)	Total
December 31, 2018	$ (31.2)	$ (820.6)	$ (851.8)
Current year changes recorded to AOCI	(5.7)	(35.2)	(40.9)
Amortization reclassified to earnings	5.0	54.3	59.3
Settlements/curtailments reclassified to earnings	—	2.2	2.2
Currency translation and other	(0.5)	(0.9)	(1.4)
December 31, 2019	$ (32.4)	$ (800.2)	$ (832.6)

Weighted-average assumptions used to determine the benefit obligation at December 31 are as follows:

	2019	2018
Discount rate:		
U.S. plans	3.22%	4.21%
Non-U.S. plans	1.66%	2.47%
Rate of compensation increase:		
U.S. plans	4.00%	4.00%
Non-U.S. plans	3.75%	4.00%

The accumulated benefit obligation for all defined benefit pension plans was $3,734.5 million and $3,364.6 million at December 31, 2019 and 2018, respectively. The projected benefit obligation, accumulated benefit obligation, and fair value of plan assets for pension plans with accumulated benefit obligations more than plan assets were $3,405.7 million, $3,308.2 million and $2,645.1 million, respectively, as of December 31, 2019, and $3,075.2 million, $2,992.0 million and $2,330.4 million, respectively, as of December 31, 2018.

Pension benefit payments are expected to be paid as follows:

In millions	
2020	$ 215.3
2021	219.1
2022	226.1
2023	230.7
2024	221.0
2025-2029	1,136.7

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The components of the Company's net periodic pension benefit costs for the years ended December 31 include the following:

In millions	2019	2018	2017
Service cost	$ 73.6	$ 75.0	$ 70.8
Interest cost	119.1	109.7	109.0
Expected return on plan assets	(138.5)	(146.6)	(141.7)
Net amortization of:			
Prior service costs (benefits)	5.0	4.2	3.8
Plan net actuarial (gains) losses	54.3	51.3	56.8
Net periodic pension benefit cost	113.5	93.6	98.7
Net curtailment, settlement, and special termination benefits (gains) losses	4.5	2.3	5.6
Net periodic pension benefit cost after net curtailment and settlement (gains) losses	$ 118.0	$ 95.9	$ 104.3
Amounts recorded in continuing operations:			
Operating income	$ 69.8	$ 72.7	$ 68.2
Other income/(expense), net	36.1	14.6	25.4
Amounts recorded in discontinued operations	12.1	8.6	10.7
Total	$ 118.0	$ 95.9	$ 104.3

Net periodic pension benefit cost for 2020 is projected to be approximately $89 million. The amounts expected to be recognized in net periodic pension benefit cost during 2020 for prior service cost and plan net actuarial losses are approximately $5 million and $47 million, respectively.

Weighted-average assumptions used to determine net periodic pension cost for the years ended December 31 are as follows:

	2019	2018	2017
Discount rate:			
U.S. plans			
Service cost	4.24%	3.70%	4.18%
Interest cost	3.88%	3.24%	3.36%
Non-U.S. plans			
Service cost	2.81%	2.52%	2.66%
Interest cost	2.83%	2.46%	2.50%
Rate of compensation increase:			
U.S. plans	4.00%	4.00%	4.00%
Non-U.S. plans	4.00%	4.00%	4.00%
Expected return on plan assets:			
U.S. plans	5.75%	5.50%	5.50%
Non-U.S. plans	3.25%	3.25%	3.25%

The expected long-term rate of return on plan assets reflects the average rate of returns expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation. The expected long-term rate of return on plan assets is based on what is achievable given the plan's investment policy, the types of assets held and target asset allocations. The expected long-term rate of return is determined as of the measurement date. The Company reviews each plan and its historical returns and target asset allocations to determine the appropriate expected long-term rate of return on plan assets to be used.

The Company's objective in managing its defined benefit plan assets is to ensure that all present and future benefit obligations are met as they come due. It seeks to achieve this goal while trying to mitigate volatility in plan funded status, contribution, and expense by better matching the characteristics of the plan assets to that of the plan liabilities. The Company utilizes a dynamic approach to asset allocation whereby a plan's allocation to fixed income assets increases as the plan's funded status improves. The Company monitors plan funded status and asset allocation regularly in addition to investment manager performance.

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The fair values of the Company's pension plan assets at December 31, 2019 by asset category are as follows:

	Fair value measurements				
In millions	Level 1	Level 2	Level 3	Net asset value	Total fair value
Cash and cash equivalents	$ 7.0	$ 26.3	$ —	$ —	$ 33.3
Equity investments:					
Registered mutual funds – equity specialty	—	—	—	61.5	61.5
Commingled funds – equity specialty	—	—	—	665.2	665.2
	—	—	—	726.7	726.7
Fixed income investments:					
U.S. government and agency obligations	—	528.5	—	—	528.5
Corporate and non-U.S. bonds[a]	—	1,393.0	0.4	—	1,393.4
Asset-backed and mortgage-backed securities	—	70.9	—	—	70.9
Registered mutual funds – fixed income specialty	—	—	—	103.3	103.3
Commingled funds – fixed income specialty	—	—	—	127.6	127.6
Other fixed income[b]	—	—	26.0	—	26.0
	—	1,992.4	26.4	230.9	2,249.7
Derivatives	—	0.4	—	—	0.4
Real estate[c]	—	—	3.4	—	3.4
Other[d]	—	—	114.1	—	114.1
Total assets at fair value	$ 7.0	$ 2,019.1	$ 143.9	$ 957.6	$ 3,127.6
Receivables and payables, net					9.2
Net assets available for benefits					$ 3,136.8

The fair values of the Company's pension plan assets at December 31, 2018 by asset category are as follows:

	Fair value measurements				
In millions	Level 1	Level 2	Level 3	Net asset value	Total fair value
Cash and cash equivalents	$ 4.0	$ 26.8	$ —	$ —	$ 30.8
Equity investments:					
Registered mutual funds – equity specialty	—	—	—	51.1	51.1
Commingled funds – equity specialty	—	—	—	520.7	520.7
	—	—	—	571.8	571.8
Fixed income investments:					
U.S. government and agency obligations	—	476.2	—	—	476.2
Corporate and non-U.S. bonds[a]	—	1,225.8	—	—	1,225.8
Asset-backed and mortgage-backed securities	—	67.3	—	—	67.3
Registered mutual funds – fixed income specialty	—	—	—	135.1	135.1
Commingled funds – fixed income specialty	—	—	—	117.7	117.7
Other fixed income[b]	—	—	24.8	—	24.8
	—	1,769.3	24.8	252.8	2,046.9
Derivatives	—	(0.4)	—	—	(0.4)
Real estate[c]	—	—	4.1	—	4.1
Other[d]	—	—	101.6	—	101.6
Total assets at fair value	$ 4.0	$ 1,795.7	$ 130.5	$ 824.6	$ 2,754.8
Receivables and payables, net					12.1
Net assets available for benefits					$ 2,766.9

(a) This class includes state and municipal bonds.
(b) This class includes group annuity and guaranteed interest contracts.
(c) This class includes a private equity fund that invests in real estate.
(d) This investment comprises the Company's non-significant, non-US pension plan assets. It primarily includes insurance contracts.

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Cash equivalents are valued using a market approach with inputs including quoted market prices for either identical or similar instruments. Fixed income securities are valued through a market approach with inputs including, but not limited to, benchmark yields, reported trades, broker quotes and issuer spreads. Commingled funds are valued at their daily net asset value (NAV) per share or the equivalent. NAV per share or the equivalent is used for fair value purposes as a practical expedient. NAVs are calculated by the investment manager or sponsor of the fund. Private real estate fund values are reported by the fund manager and are based on valuation or appraisal of the underlying investments. Refer to Note 10, "Fair Value Measurements" for additional information related to the fair value hierarchy defined by ASC 820. There have been no significant transfers between levels of the fair value hierarchy.

The Company made required and discretionary contributions to its pension plans of $83.1 million in 2019, $86.9 million in 2018, and $101.4 million in 2017 and currently projects that it will contribute approximately $90 million to its plans worldwide in 2020. The Company's policy allows it to fund an amount, which could be in excess of or less than the pension cost expensed, subject to the limitations imposed by current tax regulations. However, the Company anticipates funding the plans in 2020 in accordance with contributions required by funding regulations or the laws of each jurisdiction.

Most of the Company's U.S. employees are covered by defined contribution plans. Employer contributions are determined based on criteria specific to the individual plans and amounted to approximately $140.2 million, $131.9 million, and $118.7 million in 2019, 2018 and 2017, respectively. The Company's contributions relating to non-U.S. defined contribution plans and other non-U.S. benefit plans were $56.7 million, $52.0 million and $47.7 million in 2019, 2018 and 2017, respectively.

Multiemployer Pension Plans

The Company also participates in a number of multiemployer defined benefit pension plans related to collectively bargained U.S. employees of Trane. The Company's contributions, and the administration of the fixed retirement payments, are determined by the terms of the related collective-bargaining agreements. These multiemployer plans pose different risks to the Company than single-employer plans, including:

1. The Company's contributions to multiemployer plans may be used to provide benefits to all participating employees of the program, including employees of other employers.
2. In the event that another participating employer ceases contributions to a plan, the Company may be responsible for any unfunded obligations along with the remaining participating employers.
3. If the Company chooses to withdraw from any of the multiemployer plans, the Company may be required to pay a withdrawal liability, based on the underfunded status of the plan.

As of December 31, 2019, the Company does not participate in any plans that are individually significant, nor is the Company an individually significant participant to any of these plans. Total contributions to multiemployer plans for the years ended December 31 were as follows:

In millions	**2019**	**2018**	**2017**
Total contributions	$ 10.4	$ 9.8	$ 9.0

Contributions to these plans may increase in the event that any of these plans are underfunded.

Postretirement Benefits Other Than Pensions

The Company sponsors several postretirement plans that provide for healthcare benefits, and in some instances, life insurance benefits that cover certain eligible employees. These plans are unfunded and have no plan assets, but are instead funded by the Company on a pay-as-you-go basis in the form of direct benefit payments. Generally, postretirement health benefits are contributory with contributions adjusted annually. Life insurance plans for retirees are primarily noncontributory.

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The following table details changes in the Company's postretirement plan benefit obligations for the years ended December 31:

In millions	2019	2018
Benefit obligation at beginning of year	$ 442.7	$ 528.0
Service cost	2.6	2.8
Interest cost	14.8	14.4
Plan participants' contributions	7.7	9.1
Actuarial (gains) losses	6.7	(60.4)
Benefits paid, net of Medicare Part D subsidy (1)	(45.6)	(50.2)
Other	(0.1)	(1.0)
Benefit obligations at end of year	$ 428.8	$ 442.7

(1) Amounts are net of Medicare Part D subsidy of $0.8 million and $0.9 million in 2019 and 2018, respectively

The benefit plan obligations are reflected in the Consolidated Balance Sheets as follows:

In millions	December 31, 2019	December 31, 2018
Accrued compensation and benefits	$ (41.0)	$ (45.1)
Postemployment and other benefit liabilities	(387.8)	(397.6)
Total	$ (428.8)	$ (442.7)

The pre-tax amounts recognized in *Accumulated other comprehensive income (loss)* were as follows:

In millions	Prior service benefit (cost)	Net actuarial gains (losses)	Total
Balance at December 31, 2018	$ 0.3	$ 90.4	$ 90.7
Gain (loss) in current period	—	(6.7)	(6.7)
Amortization reclassified to earnings	(0.3)	(10.9)	(11.2)
Balance at December 31, 2019	$ —	$ 72.8	$ 72.8

The components of net periodic postretirement benefit (income) cost for the years ended December 31 were as follows:

In millions	2019	2018	2017
Service cost	$ 2.6	$ 2.8	$ 3.1
Interest cost	14.8	14.4	15.7
Net amortization of:			
Prior service costs (benefits)	(0.3)	(3.8)	(8.6)
Net actuarial (gains) losses	(10.9)	(1.0)	0.1
Net periodic postretirement benefit cost	$ 6.2	$ 12.4	$ 10.3
Amounts recorded in continuing operations:			
Operating income	$ 2.6	$ 2.8	$ 3.1
Other income/(expense), net	3.2	7.3	5.6
Amounts recorded in discontinued operations	0.4	2.3	1.6
Total	$ 6.2	$ 12.4	$ 10.3

Postretirement cost for 2020 is projected to be approximately $8 million. The amount expected to be recognized in net periodic postretirement benefits cost in 2020 for net actuarial gains is approximately $5 million.

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Weighted-average assumptions used to determine net periodic benefit cost for the years ended December 31 are as follows:

	2019	2018	2017
Discount rate:			
Benefit obligations at December 31	2.99%	4.05%	3.38%
Net periodic benefit cost			
Service cost	4.13%	3.47%	3.82%
Interest cost	3.67%	2.94%	2.99%
Assumed health-care cost trend rates at December 31:			
Current year medical inflation	6.75%	6.45%	6.85%
Ultimate inflation rate	4.75%	5.00%	5.00%
Year that the rate reaches the ultimate trend rate	2028	2023	2023

A 1% change in the assumed medical trend rate would have the following effects as of and for the year ended December 31, 2019:

In millions	1% Increase	1% Decrease
Effect on total of service and interest cost components of current year benefit cost	$ 0.5	$ (0.4)
Effect on benefit obligation at year-end	11.8	(10.6)

Benefit payments for postretirement benefits, which are net of expected plan participant contributions and Medicare Part D subsidy, are expected to be paid as follows:

In millions	
2020	$ 41.9
2021	41.5
2022	39.5
2023	37.1
2024	35.0
2025 — 2029	142.7

NOTE 13. REVENUE

The Company recognizes revenue when control of a good or service promised in a contract (i.e., performance obligation) is transferred to a customer. Control is obtained when a customer has the ability to direct the use of and obtain substantially all of the remaining benefits from that good or service. A majority of the Company's revenues are recognized at a point-in-time as control is transferred at a distinct point in time per the terms of a contract. However, a portion of the Company's revenues are recognized over time as the customer simultaneously receives control as the Company performs work under a contract. For these arrangements, the cost-to-cost input method is used as it best depicts the transfer of control to the customer that occurs as the Company incurs costs.

Performance Obligations

A performance obligation is a distinct good, service or a bundle of goods and services promised in a contract. The Company identifies performance obligations at the inception of a contract and allocates the transaction price to individual performance obligations to faithfully depict the Company’s performance in transferring control of the promised goods or services to the customer.

The following are the primary performance obligations identified by the Company:

Equipment and parts. The Company principally generates revenue from the sale of equipment and parts to customers and recognizes revenue at a point in time when control transfers to the customer. Transfer of control is generally determined based on the shipping terms of the contract. However, certain transactions within the Industrial segment include contracts to design, deliver and build highly engineered or customized equipment which have no alternative use for the Company in the event the customer cancels the contract. In addition, the Company has the right to payment for performance completed to date. As a result, revenues related to these contracts are recognized over time with progress towards completion measured using an input method as the basis to recognize revenue and an estimated profit. To-date efforts for work performed corresponds with and faithfully depicts transfer of control to the customer.

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Contracting and Installation. The Company enters into various construction-type contracts to design, deliver and build integrated solutions to meet customer specifications. These transactions, primarily included within the Climate segment, provide services that range from the development and installation of new HVAC systems to the design and integration of critical building systems to optimize energy efficiency and overall performance. These contracts have a typical term of less than one year and are considered a single performance obligation as multiple combined goods and services promised in the contract represent a single output delivered to the customer. Revenues associated with contracting and installation contracts are recognized over time with progress towards completion measured using an input method as the basis to recognize revenue and an estimated profit. To-date efforts for work performed corresponds with and faithfully depicts transfer of control to the customer.

Services and Maintenance. The Company provides various levels of preventative and/or repair and maintenance type service agreements for its customers. The typical length of a contract is 12 months but can be as long as 60 months. Revenues associated with these performance obligations are primarily recognized over time on a straight-line basis over the life of the contract as the customer simultaneously receives and consumes the benefit provided by the Company. However, if historical evidence indicates that the cost of providing these services on a straight-line basis is not appropriate, revenue is recognized over the contract period in proportion to the costs expected to be incurred while performing the service. Certain repair services do not meet the definition of over time revenue recognition as the Company does not transfer control to the customer until the service is completed. As a result, revenue related to these services is recognized at a point in time.

Extended warranties. The Company enters into various warranty contracts with customers related to its products. A standard warranty generally warrants that a product is free from defects in workmanship and materials under normal use and conditions for a certain period of time. The Company's standard warranty is not considered a distinct performance obligation as it does not provide services to customers beyond assurance that the covered product is free of initial defects. An extended warranty provides a customer with additional time that the Company is liable for covered incidents associated with its products. Extended warranties are purchased separately and can last up to five years. As a result, they are considered separate performance obligations for the Company. Revenue associated with these performance obligations are primarily recognized over time on a straight-line basis over the life of the contract as the customer simultaneously receives and consumes the benefit provided by the Company. However, if historical evidence indicates that the cost of providing these services on a straight-line basis is not appropriate, revenue is recognized over the contract period in proportion to the costs expected to be incurred while performing the service. Refer to Note 22, "Commitments and Contingencies," for more information related to product warranties.

The transaction price allocated to performance obligations reflects the Company's expectations about the consideration it will be entitled to receive from a customer. To determine the transaction price, variable and noncash consideration are assessed as well as whether a significant financing component exists. The Company includes variable consideration in the estimated transaction price when it is probable that significant reversal of revenue recognized would not occur when the uncertainty associated with variable consideration is subsequently resolved. The Company considers historical data in determining its best estimates of variable consideration, and the related accruals are recorded using the expected value method. The Company has performance guarantees related to energy savings contracts that are provided under the maintenance portion of contracting and installation agreements extending from 2020-2047. These performance guarantees represent variable consideration and are estimated as part of the overall transaction price. The Company has not recognized any significant adjustments to the transaction price due to variable consideration.

The Company enters into sales arrangements that contain multiple goods and services, such as equipment, installation and extended warranties. For these arrangements, each good or service is evaluated to determine whether it represents a distinct performance obligation and whether the sales price for each obligation is representative of standalone selling price. If available, the Company utilizes observable prices for goods or services sold separately to similar customers in similar circumstances to evaluate relative standalone selling price. List prices are used if they are determined to be representative of standalone selling prices. Where necessary, the Company ensures that the total transaction price is then allocated to the distinct performance obligations based on the determination of their relative standalone selling price at the inception of the arrangement.

The Company recognizes revenue for delivered goods or services when the delivered good or service is distinct, control of the good or service has transferred to the customer, and only customary refund or return rights related to the goods or services exist. The Company excludes from revenues taxes it collects from a customer that are assessed by a government authority.

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Disaggregated Revenue

A summary of *Net revenues* by destination for the year ended at December 31 is as follows:

In millions	2019	2018
Climate		
United States	$ 9,143.5	$ 8,285.4
Non-U.S.	3,932.4	4,058.4
Total Climate	$ 13,075.9	$ 12,343.8
Industrial		
United States	$ 1,811.4	$ 1,763.6
Non-U.S.	1,711.6	1,560.8
Total Industrial	$ 3,523.0	$ 3,324.4

A summary of *Net revenues* by major type of good or service for the year ended at December 31 is as follows:

In millions	2019	2018
Climate		
Equipment	$ 8,968.1	$ 8,425.6
Services and parts	4,107.8	3,918.2
Total Climate	$ 13,075.9	$ 12,343.8
Industrial		
Equipment	$ 2,171.4	$ 2,023.3
Services and parts	1,351.6	1,301.1
Total Industrial	$ 3,523.0	$ 3,324.4

Revenue from goods and services transferred to customers at a point in time accounted for approximately 85% and 84% of the Company's revenue for the years ended December 31, 2019 and 2018, respectively.

Contract Balances

The opening and closing balances of contract assets and contract liabilities arising from contracts with customers for the period ended December 31, 2019 and December 31, 2018 were as follows:

In millions	2019	2018
Contract assets	$ 190.2	$ 210.9
Contract liabilities	1,042.9	846.2

The timing of revenue recognition, billings and cash collections results in accounts receivable, contract assets, and customer advances and deposits (contract liabilities) on the Consolidated Balance Sheet. In general, the Company receives payments from customers based on a billing schedule established in its contracts. Contract assets relate to the conditional right to consideration for any completed performance under the contract when costs are incurred in excess of billings under the percentage-of-completion methodology. Accounts receivable are recorded when the right to consideration becomes unconditional. Contract liabilities relate to payments received in advance of performance under the contract or when the Company has a right to consideration that is unconditional before it transfers a good or service to the customer. Contract liabilities are recognized as revenue as (or when) the Company performs under the contract. During the years ended December 31, 2019 and 2018, changes in contract asset and liability balances were not materially impacted by any other factors.

Approximately 58% of the contract liability balance at December 31, 2018 was recognized as revenue during the year ended December 31, 2019. Additionally, approximately 32% of the contract liability balance at December 31, 2019 was classified as noncurrent and not expected to be recognized as revenue in the next 12 months.

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NOTE 14. EQUITY

The authorized share capital of Ingersoll Rand plc is 1,185,040,000 shares, consisting of (1) 1,175,000,000 ordinary shares, par value $1.00 per share, (2) 40,000 ordinary shares, par value EUR 1.00 and (3) 10,000,000 preference shares, par value $0.001 per share. There were no preference shares or Euro-denominated ordinary shares outstanding at December 31, 2019 or 2018.

The changes in ordinary shares and treasury shares for the year ended December 31, 2019 are as follows:

In millions	Ordinary shares issued	Ordinary shares held in treasury
December 31, 2018	266.4	24.5
Shares issued under incentive plans	2.8	—
Repurchase of ordinary shares	(6.4)	—
December 31, 2019	262.8	24.5

Share repurchases are made from time to time in accordance with management's capital allocation strategy, subject to market conditions and regulatory requirements. Shares acquired and canceled upon repurchase are accounted for as a reduction of *Ordinary Shares* and *Capital in excess of par value*, or *Retained earnings* to the extent *Capital in excess of par value* is exhausted. Shares acquired and held in treasury are presented separately on the balance sheet as a reduction to *Equity* and recognized at cost. In February 2017, the Company's Board of Directors authorized the repurchase of up to $1.5 billion of its ordinary shares under a share repurchase program (the 2017 Authorization) upon completion of the prior authorized share repurchase program. Repurchases under the 2017 Authorization began in May 2017 and ended in December 2018, completing the program. In October 2018, the Company's Board of Directors authorized the repurchase of up to $1.5 billion of its ordinary shares under a share repurchase program (2018 Authorization) upon completion of the 2017 Authorization. No material amounts were repurchased under this program in 2018. During the year ended December 31, 2019, the Company repurchased and canceled approximately $750 million of its ordinary shares leaving approximately $750 million remaining under the 2018 Authorization.

Other Comprehensive Income (Loss)

The changes in *Accumulated other comprehensive income (loss)* are as follows:

In millions	Derivative Instruments	Pension and OPEB Items	Foreign Currency Translation	Total
December 31, 2017	$ 4.7	$ (494.3)	$ (289.2)	$ (778.8)
Other comprehensive income (loss) attributable to Ingersoll-Rand plc	2.0	40.3	(227.6)	(185.3)
December 31, 2018	$ 6.7	$ (454.0)	$ (516.8)	$ (964.1)
Other comprehensive income (loss) attributable to Ingersoll-Rand plc	(1.1)	(3.4)	(38.0)	(42.5)
December 31, 2019	$ 5.6	$ (457.4)	$ (554.8)	$ (1,006.6)

The amounts of *Other comprehensive income (loss) attributable to noncontrolling interests* for 2019, 2018 and 2017 were $0.9 million, $(3.0) million and $0.5 million, respectively, related to currency translation.

NOTE 15. SHARE-BASED COMPENSATION

The Company accounts for stock-based compensation plans in accordance with ASC 718, "Compensation - Stock Compensation" (ASC 718), which requires a fair-value based method for measuring the value of stock-based compensation. Fair value is measured once at the date of grant and is not adjusted for subsequent changes. The Company's share-based compensation plans include programs for stock options, restricted stock units (RSUs), performance share units (PSUs), and deferred compensation. Under the Company's incentive stock plan, the total number of ordinary shares authorized by the shareholders is 23.0 million, of which 19.1 million remains available as of December 31, 2019 for future incentive awards.

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Compensation Expense

Share-based compensation expense related to continuing operations is included in *Selling and administrative expenses*. The following table summarizes the expenses recognized:

In millions	2019	2018	2017
Stock options	$ 20.2	$ 23.5	$ 19.5
RSUs	26.5	30.4	26.4
PSUs	17.9	23.0	23.0
Deferred compensation	3.1	3.4	3.1
Other	3.5	0.5	1.6
Pre-tax expense	71.2	80.8	73.6
Tax benefit	(17.3)	(19.6)	(28.2)
After-tax expense	$ 53.9	$ 61.2	$ 45.4

Grants issued during the year ended December 31 were as follows:

	2019		2018		2017	
	Number Granted	Weighted-average fair value per award	Number Granted	Weighted-average fair value per award	Number Granted	Weighted-average fair value per award
Stock options	1,286,857	$ 17.17	1,541,025	$ 15.51	1,518,335	$ 13.46
RSUs	268,465	$ 102.98	327,411	$ 90.07	372,443	$ 81.09
Performance shares [1]	312,362	$ 111.12	363,342	$ 106.31	419,404	$ 93.68

(1) The number of performance shares represents the maximum award level.

Stock Options / RSUs

Eligible participants may receive (i) stock options, (ii) RSUs or (iii) a combination of both stock options and RSUs. The fair value of each of the Company's stock option and RSU awards is expensed on a straight-line basis over the required service period, which is generally the 3-year vesting period. However, for stock options and RSUs granted to retirement eligible employees, the Company recognizes expense for the fair value at the grant date.

The average fair value of the stock options granted is determined using the Black Scholes option pricing model. The following assumptions were used during the year ended December 31:

	2019	2018	2017
Dividend yield	2.06%	2.00%	2.00%
Volatility	21.46%	21.64%	22.46%
Risk-free rate of return	2.46%	2.48%	1.80%
Expected life in years	4.8	4.8	4.8

A description of the significant assumptions used to estimate the fair value of the stock option awards is as follows:

- *Volatility* - The expected volatility is based on a weighted average of the Company's implied volatility and the most recent historical volatility of the Company's stock commensurate with the expected life.
- *Risk-free rate of return* -The Company applies a yield curve of continuous risk-free rates based upon the published US Treasury spot rates on the grant date.
- *Expected life* - The expected life of the Company's stock option awards represents the weighted-average of the actual period since the grant date for all exercised or canceled options and an expected period for all outstanding options.
- *Dividend yield* - The Company determines the dividend yield based upon the expected quarterly dividend payments as of the grant date and the current fair market value of the Company's stock.
- *Forfeiture Rate* - The Company analyzes historical data of forfeited options to develop a reasonable expectation of the number of options to forfeit prior to vesting per year. This expected forfeiture rate is applied to the Company's ongoing compensation expense; however, all expense is adjusted to reflect actual vestings and forfeitures.

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Changes in options outstanding under the plans for the years 2019, 2018 and 2017 are as follows:

	Shares subject to option	Weighted-average exercise price	Aggregate intrinsic value (millions)	Weighted-average remaining life (years)
December 31, 2016	6,846,895	$ 47.81		
Granted	1,518,335	80.27		
Exercised	(1,789,615)	42.79		
Cancelled	(220,733)	61.91		
December 31, 2017	6,354,882	56.49		
Granted	1,541,025	89.71		
Exercised	(1,515,955)	45.44		
Cancelled	(94,601)	79.53		
December 31, 2018	6,285,351	66.95		
Granted	1,286,857	101.42		
Exercised	(2,076,338)	56.17		
Cancelled	(76,624)	92.38		
Outstanding December 31, 2019	5,419,246	$ 78.91	$ 292.7	6.8
Exercisable December 31, 2019	2,689,923	$ 64.22	$ 184.8	5.4

The following table summarizes information concerning currently outstanding and exercisable options:

	Options outstanding			Options exercisable		
Range of exercise price	Number outstanding at December 31, 2019	Weighted-average remaining life (years)	Weighted-average exercise price	Number outstanding at December 31, 2019	Weighted-average remaining life (years)	Weighted-average exercise price
$ 20.01 — $ 30.00	42,296	1.0	$ 24.72	42,296	1.0	$ 24.72
30.01 — 40.00	140,778	1.7	34.07	140,778	1.7	34.07
40.01 — 50.00	820,185	5.0	48.46	820,185	5.0	48.46
50.01 — 60.00	291,706	3.9	59.41	291,706	3.9	59.41
60.01 — 70.00	417,212	4.7	66.99	417,212	4.7	66.99
70.01 — 80.00	14,031	7.0	75.67	—	0.0	—
80.01 — 90.00	1,228,171	6.8	80.84	638,735	6.6	80.33
90.01 — 100.00	1,242,338	7.8	90.12	334,982	7.8	90.07
100.01 — 110.00	1,193,089	8.9	101.29	4,029	7.9	101.22
110.01 — 125.00	29,440	9.5	122.34	—	0.0	—
$ 24.23 — $ 124.95	5,419,246	6.8	$ 78.91	2,689,923	5.4	$ 64.22

At December 31, 2019, there was $12.1 million of total unrecognized compensation cost from stock option arrangements granted under the plan, which is primarily related to unvested shares of non-retirement eligible employees. The aggregate intrinsic value of options exercised during the year ended December 31, 2019 and 2018 was $124.5 million and $74.1 million, respectively. Generally, stock options expire ten years from their date of grant.

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The following table summarizes RSU activity for the years 2019, 2018 and 2017:

	RSUs	Weighted-average grant date fair value
Outstanding and unvested at December 31, 2016	835,749	$ 56.95
Granted	372,443	81.09
Vested	(370,397)	58.56
Cancelled	(34,096)	63.79
Outstanding and unvested at December 31, 2017	803,699	$ 67.09
Granted	327,411	90.07
Vested	(389,285)	64.88
Cancelled	(20,186)	77.95
Outstanding and unvested at December 31, 2018	721,639	$ 78.40
Granted	268,465	102.98
Vested	(364,817)	70.26
Cancelled	(20,947)	89.64
Outstanding and unvested at December 31, 2019	604,340	$ 93.56

At December 31, 2019, there was $16.3 million of total unrecognized compensation cost from RSU arrangements granted under the plan, which is related to unvested shares of non-retirement eligible employees.

Performance Shares

The Company has a Performance Share Program (PSP) for key employees. The program provides awards in the form of PSUs based on performance against pre-established objectives. The annual target award level is expressed as a number of the Company's ordinary shares based on the fair market value of the Company's stock on the date of grant. All PSUs are settled in the form of ordinary shares.

Beginning with the 2018 grant year, PSU awards are earned based 50% upon a performance condition, measured by relative Cash Flow Return on Invested Capital (CROIC) to the industrial group of companies in the S&P 500 Index over a 3-year performance period, and 50% upon a market condition, measured by the Company's relative total shareholder return (TSR) as compared to the TSR of the industrial group of companies in the S&P 500 Index over a 3-year performance period. The fair value of the market condition is estimated using a Monte Carlo Simulation approach in a risk-neutral framework based upon historical volatility, risk-free rates and correlation matrix. Awards granted prior to 2018 were earned based 50% upon a performance condition, measured by relative earnings-per-share (EPS) growth to the industrial group of companies in the S&P 500 Index over a 3-year performance period, and 50% upon a market condition measured by the Company's relative TSR as compared to the TSR of the industrial group of companies in the S&P Index over a 3-year performance period.

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The following table summarizes PSU activity for the maximum number of shares that may be issued for the years 2019, 2018 and 2017:

	PSUs	Weighted-average grant date fair value
Outstanding and unvested at December 31, 2016	1,423,796	$ 65.34
Granted	419,404	93.68
Vested	(353,834)	65.35
Forfeited	(124,830)	73.40
Outstanding and unvested at December 31, 2017	1,364,536	$ 73.31
Granted	363,342	106.31
Vested	(309,306)	76.00
Forfeited	(172,408)	90.89
Outstanding and unvested at December 31, 2018	1,246,164	$ 79.83
Granted	312,362	111.12
Vested	(539,402)	53.76
Forfeited	(34,194)	106.14
Outstanding and unvested at December 31, 2019	984,930	$ 103.12

At December 31, 2019, there was $17.6 million of total unrecognized compensation cost from PSU arrangements based on current performance, which is related to unvested shares. This compensation will be recognized over the required service period, which is generally the three-year vesting period.

Deferred Compensation

The Company allows key employees to defer a portion of their eligible compensation into a number of investment choices, including its ordinary share equivalents. Any amounts invested in ordinary share equivalents will be settled in ordinary shares of the Company at the time of distribution.

NOTE 16. RESTRUCTURING ACTIVITIES

The Company incurs costs associated with restructuring initiatives intended to result in improved operating performance, profitability and working capital levels. Actions associated with these initiatives include workforce reduction, improving manufacturing productivity, realignment of management structures and rationalizing certain assets. Restructuring charges recorded during the years ended December 31 were as follows:

In millions	2019	2018	2017
Climate	$ 50.8	$ 34.1	$ 42.3
Industrial	37.5	49.9	14.5
Corporate and Other	1.8	9.4	4.9
Total	$ 90.1	$ 93.4	$ 61.7
Cost of goods sold	$ 72.7	$ 72.3	$ 46.8
Selling and administrative expenses	17.4	21.1	14.9
Total	$ 90.1	$ 93.4	$ 61.7

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The changes in the restructuring reserve were as follows:

In millions	Climate	Industrial	Corporate and Other	Total
December 31, 2017	$ 7.4	$ 6.1	$ 2.5	$ 16.0
Additions, net of reversals [1]	16.3	49.9	9.4	75.6
Cash paid/Other	(4.8)	(26.1)	(9.3)	(40.2)
December 31, 2018	18.9	29.9	2.6	51.4
Additions, net of reversals [2]	48.1	20.7	1.8	70.6
Cash paid/Other	(43.2)	(39.1)	(2.8)	(85.1)
December 31, 2019	$ 23.8	$ 11.5	$ 1.6	$ 36.9

(1) Excludes the non-cash costs of asset rationalizations ($12.3 million) and pension-related impacts ($5.5 million).
(2) Excludes the non-cash costs of asset rationalizations ($19.5 million).

Current restructuring actions include general workforce reductions as well as the closure and consolidation of certain manufacturing facilities in an effort to improve the Company's cost structure. During the year ended December 31, 2019, costs associated with announced restructuring actions primarily included the following:

- the plan to close a U.S. manufacturing facility within the Industrial segment and relocate production to other U.S. and Non-U.S. facilities announced in 2019; and
- the plan to close two U.S. manufacturing facilities within the Climate segment and relocate production to another existing U.S. facility announced in 2018.

Amounts recognized primarily relate to severance and exit costs. In addition, the Company also includes costs that are directly attributable to the restructuring activity but do not fall into the severance, exit or disposal categories. As of December 31, 2019, the Company had $36.9 million accrued for costs associated with its ongoing restructuring actions, of which a majority is expected to be paid within one year. These actions primarily relate to workforce reduction benefits.

NOTE 17. OTHER INCOME/(EXPENSE), NET

The components of *Other income/(expense), net* for the years ended December 31, 2019, 2018 and 2017 are as follows:

In millions	2019	2018	2017
Interest income	$ 3.1	$ 6.4	$ 9.4
Foreign currency exchange gain (loss)	(12.3)	(17.6)	(8.8)
Other components of net periodic benefit cost	(39.3)	(21.9)	(31.0)
Other activity, net	15.5	(3.3)	(1.2)
Other income/(expense), net	$ (33.0)	$ (36.4)	$ (31.6)

Other income /(expense), net includes the results from activities other than normal business operations such as interest income and foreign currency gains and losses on transactions that are denominated in a currency other than an entity's functional currency. In addition, the Company includes the components of net periodic benefit cost for pension and post retirement obligations other than the service cost component. Other activity, net includes items associated with Trane U.S. Inc. for the settlement of asbestos-related claims, insurance settlements on asbestos-related matters and the revaluation of its liability for potential future claims and recoveries. Refer to Note 22, "Commitments and Contingencies," for more information regarding asbestos-related matters.

NOTE 18. INCOME TAXES

Current and deferred provision for income taxes

Earnings before income taxes for the years ended December 31 were taxed within the following jurisdictions:

In millions	2019	2018	2017
United States [1]	$ 960.6	$ 971.6	$ (17.6)
Non-U.S.	781.0	688.7	1,435.5
Total	$ 1,741.6	$ 1,660.3	$ 1,417.9

(1) Amount reported in 2017 includes the impact of a premium paid of approximately $520 million related to the early retirement of certain intercompany debt obligations

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The components of the *Provision for income taxes* for the years ended December 31 were as follows:

In millions	2019	2018	2017
Current tax expense (benefit):			
United States	$ 203.4	$ 231.9	$ 102.2
Non-U.S.	133.5	193.2	95.4
Total:	336.9	425.1	197.6
Deferred tax expense (benefit):			
United States	35.7	(83.2)	(234.7)
Non-U.S.	(18.9)	(60.6)	117.3
Total:	16.8	(143.8)	(117.4)
Total tax expense (benefit):			
United States	239.1	148.7	(132.5)
Non-U.S.	114.6	132.6	212.7
Total	$ 353.7	$ 281.3	$ 80.2

The *Provision for income taxes* differs from the amount of income taxes determined by applying the applicable U.S. statutory income tax rate to pretax income, as a result of the following differences:

	Percent of pretax income		
	2019	2018	2017
Statutory U.S. rate	21.0 %	21.0 %	35.0 %
Increase (decrease) in rates resulting from:			
Non-U.S. tax rate differential [(a)]	(1.9)	(1.8)	(28.8)
Tax on U.S. subsidiaries on non-U.S. earnings [(b)]	1.1	0.7	0.8
State and local income taxes [(c)]	3.1	0.1	1.2
Valuation allowances [(d)]	(2.4)	0.7	2.8
Change in permanent reinvestment assertion [(b), (e)]	—	(2.3)	8.4
Transition tax [(e)]	—	1.5	11.3
Remeasurement of deferred tax balances [(e)]	—	0.3	(21.2)
Stock based compensation	(1.5)	(0.9)	(1.7)
Foreign derived intangible income	(0.7)	(1.1)	—
Reserves for uncertain tax positions	(0.3)	(0.8)	(0.9)
Provision to return and other true-up adjustments	0.1	(0.7)	(1.7)
Other adjustments	1.8	0.2	0.5
Effective tax rate	20.3 %	16.9 %	5.7 %

(a) Amount reported in 2017 includes the impact of a premium paid of approximately $520 million related to the early retirement of certain intercompany debt obligations
(b) Net of foreign tax credits
(c) Net of changes in state valuation allowances
(d) Primarily federal and non-U.S., excludes state valuation allowances
(e) Provisional amounts reported under SAB 118 were finalized in 2018

Tax incentives, in the form of tax holidays, have been granted to the Company in certain jurisdictions to encourage industrial development. The expiration of these tax holidays varies by country. The tax holidays are conditional on the Company meeting certain employment and investment thresholds. The most significant tax holidays relate to the Company's qualifying locations in China, Puerto Rico, Panama and Singapore. The benefit for the tax holidays for the years ended December 31, 2019, 2018 and 2017 was $33.1 million, $25.4 million and $19.7 million, respectively.

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Deferred tax assets and liabilities

A summary of the deferred tax accounts at December 31 are as follows:

In millions	2019	2018
Deferred tax assets:		
Inventory and accounts receivable	$ 17.7	$ 20.3
Fixed assets and intangibles	35.3	39.2
Operating lease liabilities	140.2	—
Postemployment and other benefit liabilities	392.5	386.1
Product liability	70.0	95.1
Other reserves and accruals	157.1	147.6
Net operating losses and credit carryforwards	659.2	589.9
Other	40.6	34.9
Gross deferred tax assets	1,512.6	1,313.1
Less: deferred tax valuation allowances	(373.7)	(332.2)
Deferred tax assets net of valuation allowances	$ 1,138.9	$ 980.9
Deferred tax liabilities:		
Inventory and accounts receivable	$ (20.0)	$ (18.6)
Fixed assets and intangibles	(1,358.3)	(1,220.9)
Operating lease right-of-use assets	(140.2)	—
Postemployment and other benefit liabilities	(11.0)	(9.7)
Other reserves and accruals	(12.5)	(11.8)
Product liability	—	(1.2)
Undistributed earnings of foreign subsidiaries	(39.3)	(39.5)
Other	(22.2)	(10.6)
Gross deferred tax liabilities	(1,603.5)	(1,312.3)
Net deferred tax assets (liabilities)	$ (464.6)	$ (331.4)

At December 31, 2019, no deferred taxes have been provided for earnings of certain of the Company's subsidiaries, since these earnings have been, and under current plans will continue to be permanently reinvested in these subsidiaries. These earnings amount to approximately $4.4 billion which if distributed would result in additional taxes, which may be payable upon distribution, of approximately $400.0 million.

At December 31, 2019, the Company had the following operating loss, capital loss and tax credit carryforwards available to offset taxable income in prior and future years:

In millions	Amount	Expiration Period
U.S. Federal net operating loss carryforwards	$ 766.2	2020-2038
U.S. Federal credit carryforwards	140.6	2022-2028
U.S. Capital loss carryforwards	36.3	Unlimited
U.S. State net operating loss carryforwards	3,119.7	2020-Unlimited
U.S. State credit carryforwards	35.2	2020-Unlimited
Non-U.S. net operating loss carryforwards	865.8	2020-Unlimited
Non-U.S. credit carryforwards	7.7	Unlimited

The U.S. state net operating loss carryforwards were incurred in various jurisdictions. The non-U.S. net operating loss carryforwards were incurred in various jurisdictions, predominantly in Belgium, Brazil, China, India, Luxembourg, Spain, and the United Kingdom.

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Activity associated with the Company's valuation allowance is as follows:

In millions	2019	2018	2017
Beginning balance	$ 332.2	$ 344.6	$ 184.5
Increase to valuation allowance	46.0	54.9	176.5
Decrease to valuation allowance	(56.8)	(55.1)	(19.1)
Write off against valuation allowance	—	(4.6)	—
Acquisition and purchase accounting	53.3	—	—
Accumulated other comprehensive income (loss)	(1.0)	(7.6)	2.7
Ending balance	$ 373.7	$ 332.2	$ 344.6

During 2019, the Company recorded a $50.5 million reduction in valuation allowance on deferred tax assets primarily related to non-U.S. net operating losses. In addition, the Company recorded a $19.3 million increase in a valuation allowance for certain state net deferred tax assets as a result of revised projections of future state taxable income during the carryforward period. In addition, the Company recorded a $53.3 million valuation allowance in acquisition accounting related to deferred tax assets acquired in the PFS acquisition, primarily related to foreign tax credits, capital loss carryforwards and non-U.S. net operating loss carryforwards.

During 2018, the Company recorded a net addition to the valuation allowance related to excess foreign tax credits in the amount of $17.3 million. In addition, the Company recorded a $35 million reduction in a valuation allowance for certain state net deferred tax assets primarily the result of revised projections of future state taxable income during the carryforward period.

During 2017, the Company recorded a valuation allowance of approximately $30 million on certain net deferred tax assets in Brazil that were no longer expected to be realized. In addition, the Company recorded a valuation allowance of approximately $100 million related to excess foreign tax credits generated as a result of the Tax Cuts and Jobs Act (the Act).

Unrecognized tax benefits

The Company has total unrecognized tax benefits of $78.2 million and $83.0 million as of December 31, 2019, and December 31, 2018, respectively. The amount of unrecognized tax benefits that, if recognized, would affect the continuing operations effective tax rate are $54.1 million as of December 31, 2019. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

In millions	2019	2018	2017
Beginning balance	$ 83.0	$ 120.5	$ 107.1
Additions based on tax positions related to the current year	4.1	3.4	6.2
Additions based on tax positions related to prior years	10.0	23.5	16.8
Reductions based on tax positions related to prior years	(14.0)	(47.2)	(8.6)
Reductions related to settlements with tax authorities	(0.9)	(14.2)	(4.8)
Reductions related to lapses of statute of limitations	(2.9)	(0.9)	(1.3)
Translation (gain) loss	(1.1)	(2.1)	5.1
Ending balance	$ 78.2	$ 83.0	$ 120.5

The Company records interest and penalties associated with the uncertain tax positions within its *Provision for income taxes*. The Company had reserves associated with interest and penalties, net of tax, of $16.9 million and $20.7 million at December 31, 2019 and December 31, 2018, respectively. For the year ended December 31, 2019 and December 31, 2018, the Company recognized a $1.0 million and a $13.4 million tax benefit, respectively, in interest and penalties, net of tax in continuing operations related to these uncertain tax positions.

The total amount of unrecognized tax benefits relating to the Company's tax positions is subject to change based on future events including, but not limited to, the settlements of ongoing audits and/or the expiration of applicable statutes of limitations. Although the outcomes and timing of such events are highly uncertain, it is reasonably possible that the balance of gross unrecognized tax benefits, excluding interest and penalties, could potentially be reduced by up to approximately $4.4 million during the next 12 months.

The provision for income taxes involves a significant amount of management judgment regarding interpretation of relevant facts and laws in the jurisdictions in which the Company operates. Future changes in applicable laws, projected levels of taxable income and tax planning could change the effective tax rate and tax balances recorded by the Company. In addition, tax authorities

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periodically review income tax returns filed by the Company and can raise issues regarding its filing positions, timing and amount of income or deductions, and the allocation of income among the jurisdictions in which the Company operates. A significant period of time may elapse between the filing of an income tax return and the ultimate resolution of an issue raised by a revenue authority with respect to that return. In the normal course of business the Company is subject to examination by taxing authorities throughout the world, including such major jurisdictions as Brazil, Canada, China, France, Germany, Ireland, Italy, Mexico, Spain, the Netherlands, the United Kingdom and the United States. These examinations on their own, or any subsequent litigation related to the examinations, may result in additional taxes or penalties against the Company. If the ultimate result of these audits differ from original or adjusted estimates, they could have a material impact on the Company's tax provision. In general, the examination of the Company's material tax returns are complete or effectively settled for the years prior to 2011, with certain matters prior to 2011 being resolved through appeals and litigation and also unilateral procedures as provided for under double tax treaties.

Tax Cuts and Job Act

In December 2017, the U.S. enacted the Act which made widespread changes to the Internal Revenue Code. The Act, among other things, reduced the U.S. federal corporate tax rate from 35% to 21%, requires companies to pay a transition tax on earnings of certain foreign subsidiaries that were previously not subject to U.S. tax and creates new income taxes on certain foreign sourced earnings. The SEC issued Staff Accounting Bulletin No. 118 (SAB 118) which provided guidance on accounting for the tax effects of the Act and allowed for adjustments to provisional amounts during a measurement period of up to one year. In accordance with SAB 118, we made reasonable estimates related to (1) the remeasurement of U.S. deferred tax balances for the reduction in the tax rate (2) the liability for the transition tax and (3) the taxes accrued relating to the change in permanent reinvestment assertion for unremitted earnings of certain foreign subsidiaries. As a result, we recognized a net provisional income tax benefit of $21.0 million associated with these items in the fourth quarter of 2017. We completed the accounting for the income tax effects of the Act during 2018 and recorded $9.0 million of net measurement period adjustments as a component of Provision for income taxes during the year to increase the net provisional income tax benefit recorded as of December 31, 2017.

A reconciliation of the provisional amounts reported to the final tax effect of the Act is as follows:

In millions	2017 Provisional Amounts Reported	2018 Measurement Period Adjustments	Final Tax Effects of the Act
Remeasurement of deferred tax balances	$ (300.6)	$ 4.8	$ (295.8)
Transition tax	160.7	24.6	185.3
Change in permanent reinvestment assertion	118.9	(38.4)	80.5
Income tax benefit, net	$ (21.0)	$ (9.0)	$ (30.0)

NOTE 19. ACQUISITIONS AND DIVESTITURES

Acquisitions and Equity Method Investments

During 2019, the Company acquired several businesses that complement existing products and services. Primary activity during 2019 related to the acquisition of PFS, reported within the Industrial segment. On May 15, 2019, the Company acquired all the outstanding capital stock of PFS, a manufacturer of precision flow control equipment including precision dosing pumps and controls that serve the global water, oil and gas, agriculture, industrial and specialty market segments. Total cash paid, net of cash acquired, was approximately $1.46 billion. In addition, the Company acquired an independent dealer to support the ongoing strategy to expand our distribution network as well as other businesses that strengthen the Company's product portfolios, reported within the Climate segment.

The aggregate cash paid for all acquisitions in 2019, net of cash acquired, totaled $1.54 billion and was financed through a combination of the issuance of senior notes and cash on hand. Refer to Note 8, "Debt and Credit Facilities" for more information regarding financing. Acquisitions are recorded using the acquisition method of accounting in accordance with ASC 805, "Business Combinations" (ASC 805). As a result, the aggregate price has been allocated to assets acquired and liabilities assumed based on the estimate of fair market value of such assets and liabilities at the date of acquisition. Intangible assets associated with these acquisitions totaled $687.7 million and primarily relate to trademarks and customer relationships. The excess purchase price over the estimated fair value of net assets acquired was recognized as goodwill and totaled $846.6 million.

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The preliminary allocation of the purchase price and related measurement period adjustments related to the PFS acquisition were as follows:

In millions	Preliminary May 15, 2019	Measurement Period Adjustments	As Adjusted May 15, 2019
Current assets	$ 124.8	$ (0.9)	$ 123.9
Intangibles	662.2	—	662.2
Goodwill	888.0	(86.7)	801.3
Other noncurrent assets	48.4	(1.9)	46.5
Accounts payable, accrued expenses and other liabilities	(72.3)	2.3	(70.0)
Noncurrent deferred tax liabilities	(195.9)	88.3	(107.6)
Total purchase price, net of cash acquired	$ 1,455.2	$ 1.1	$ 1,456.3

Accounts receivable and current liabilities were stated at their historical carrying values, which approximates fair value given the short-term nature of these assets and liabilities. The estimate of fair value for inventory and property, plant and equipment are based on an assessment of the acquired assets condition as well as an evaluation of current market value of such assets. Measurement period adjustments primarily relate to changes in estimated deferred taxes as additional information was obtained during the measurement period, including assessment of realizability of certain acquired deferred tax assets and tax rates applicable to non-US intangible assets.

The Company recorded intangible assets based on their preliminary estimate of fair value, which consisted of the following:

In millions	Weighted-average useful life (*in years*)	May 15, 2019
Customer relationships	14	$ 457.6
Trade names	Indefinite	168.2
Other	7	36.4
Total		$ 662.2

The valuation of intangible assets was determined using an income approach methodology. The fair values of the customer relationship intangible assets were determined using the multi-period excess earnings method based on discounted projected net cash flows associated with the net earnings attributable to the acquired customer relationships. These projected cash flows are estimated over the remaining economic life of the intangible asset and are considered from a market participant perspective. Key assumptions used in estimating future cash flows included projected revenue growth rates and customer attrition rates. The projected future cash flows are discounted to present value using an appropriate discount rate. The fair values of the trade name intangible assets were estimated utilizing the relief from royalty method which is a form of the income approach based on royalty rates determined from observed market royalties applied to projected revenue supporting the trade names and discounted to present value using an appropriate discount rate. Any excess of the purchase price over the estimated fair value of net assets was recognized as goodwill. The goodwill is attributed primarily to the fair value of the expected cost synergies and revenue growth from PFS businesses and is not expected to be deductible for tax purposes.

The results of PFS are reported within the Industrial segment from the date of acquisition. During 2019, the Company incurred $12.9 million of acquisition-related costs which are included in *Selling and administrative expenses* in the accompanying Consolidated Statements of Comprehensive Income. The Company has not included pro forma financial information required under ASC 805 as the pro forma impact was deemed not material.

During 2018, the Company acquired several businesses and entered into a joint venture. The aggregate cash paid, net of cash acquired, totaled $285.2 million and was funded through cash on hand. Ownership interests in a joint venture are accounted for under the equity method when the Company does not have a controlling financial interest and reported within *Other noncurrent assets* on the Balance Sheet.

Primary activity during 2018 related to the acquisition of ICS Group Holdings Limited in January 2018. The business, reported within the Climate segment, specializes in the temporary rental of energy efficient chillers for commercial and industrial buildings across Europe. In addition, the Company acquired independent dealers to expand its distribution network. Intangible assets associated with these acquisitions totaled $45.2 million and primarily relate to trademarks and customer relationships. The excess purchase price over the estimated fair value of net assets acquired was recognized as goodwill and totaled $119.9 million.

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In addition, the Company completed its investment of a 50% ownership interest in a joint venture with Mitsubishi Electric Corporation (Mitsubishi) in May 2018. The joint venture, reported within the Climate segment, focuses on marketing, selling and supporting variable refrigerant flow (VRF) and ductless heating and air conditioning systems through Trane, American Standard and Mitsubishi channels in the U.S. and select Latin American countries. Ongoing results since the date of investment are accounted for under the equity method and are not considered material to the Company's results of operations.

During 2017, the Company acquired several businesses, including channel acquisitions, that complement existing products and services. Acquisitions within the Climate segment primarily consisted of independent dealers which support the ongoing strategy to expand the Company's distribution network. Acquisitions within the Industrial segment primarily consisted of a telematics business which builds upon our growing portfolio of connected assets. The aggregate cash paid, net of cash acquired, totaled $157.6 million and was funded through cash on hand.

Divestitures

The Company has retained obligations from previously sold businesses, including amounts related to the 2013 spin-off of its commercial and residential security business, that primarily include ongoing expenses for postretirement benefits, product liability and legal costs. The components of *Discontinued operations, net of tax* for the years ended December 31 are as follows:

In millions	2019	2018	2017
Pre-tax earnings (loss) from discontinued operations	$ 54.8	$ (85.5)	$ (34.0)
Tax benefit (expense)	(14.2)	64.0	8.6
Discontinued operations, net of tax	$ 40.6	$ (21.5)	$ (25.4)

Pre-tax earnings (loss) from discontinued operations includes costs associated with Ingersoll Rand Company for the settlement and defense of asbestos-related claims, insurance settlements on asbestos-related matters and the revaluation of its liability for potential future claims and recoveries. Refer to Note 22, "Commitments and Contingencies," for more information related to asbestos.

NOTE 20. EARNINGS PER SHARE (EPS)

Basic EPS is calculated by dividing *Net earnings attributable to Ingersoll-Rand plc* by the weighted-average number of ordinary shares outstanding for the applicable period. Diluted EPS is calculated after adjusting the denominator of the basic EPS calculation for the effect of all potentially dilutive ordinary shares, which in the Company's case, includes shares issuable under share-based compensation plans. The following table summarizes the weighted-average number of ordinary shares outstanding for basic and diluted earnings per share calculations:

In millions	2019	2018	2017
Weighted-average number of basic shares outstanding	241.6	247.2	254.9
Shares issuable under incentive stock plans	2.8	2.9	3.2
Weighted-average number of diluted shares outstanding	244.4	250.1	258.1
Anti-dilutive shares	—	1.5	1.6
Dividends declared per ordinary share	2.12	1.96	1.70

NOTE 21. BUSINESS SEGMENT INFORMATION

The accounting policies of the operating segments are the same as those described in the summary of significant accounting policies except that the operating segments' results are prepared on a management basis that is consistent with the manner in which the Company prepares financial information for internal review and decision making. The Company largely evaluates performance based on Segment operating income and Segment operating margins. Intercompany sales between segments are considered immaterial.

The Company's Climate segment delivers energy-efficient products and innovative energy services. It includes Trane® and American Standard® Heating & Air Conditioning which provide heating, ventilation and air conditioning (HVAC) systems, and commercial and residential building services, parts, support and controls; energy services and building automation through Trane Building Advantage™ and Nexia™; and Thermo King® transport temperature control solutions.

The Company's Industrial segment delivers products and services that enhance energy efficiency, productivity and operations. It includes compressed air and gas systems and services, power tools, material handling systems, fluid management systems, as well as Club Car ® golf, utility and rough terrain vehicles.

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Segment operating income is the measure of profit and loss that the Company's chief operating decision maker uses to evaluate the financial performance of the business and as the basis for performance reviews, compensation and resource allocation. For these reasons, the Company believes that Segment operating income represents the most relevant measure of segment profit and loss.

A summary of operations by reportable segments for the years ended December 31 were as follows:

Dollar amounts in millions	2019	2018	2017
Climate			
Net revenues	$ 13,075.9	$ 12,343.8	$ 11,167.5
Segment operating income	1,908.5	1,766.2	1,572.7
Segment operating income as a percentage of net revenues	14.6%	14.3%	14.1%
Depreciation and amortization	258.0	252.0	247.6
Capital expenditures	188.1	217.3	103.8
Industrial			
Net revenues	3,523.0	3,324.4	3,030.1
Segment operating income	455.0	405.3	357.6
Segment operating income as a percentage of net revenues	12.9%	12.2%	11.8%
Depreciation and amortization	108.6	79.2	77.3
Capital expenditures	48.7	80.9	57.4
Total net revenues	$ 16,598.9	$ 15,668.2	$ 14,197.6
Reconciliation to Operating Income			
Segment operating income from reportable segments	$ 2,363.5	$ 2,171.5	$ 1,930.3
Unallocated corporate expense	(345.9)	(254.1)	(265.0)
Total operating income	$ 2,017.6	$ 1,917.4	$ 1,665.3
Total operating income as a percentage of revenues	12.2%	12.2%	11.7%
Depreciation and Amortization			
Depreciation and amortization from reportable segments	$ 366.6	$ 331.2	$ 324.9
Unallocated depreciation and amortization	30.8	30.3	28.4
Total depreciation and amortization	$ 397.4	$ 361.5	$ 353.3
Capital Expenditures			
Capital expenditures from reportable segments	$ 236.8	$ 298.2	$ 161.2
Corporate capital expenditures	17.3	67.4	60.1
Total capital expenditures	$ 254.1	$ 365.6	$ 221.3

At December 31, a summary of long-lived assets by geographic area were as follows:

In millions	2019	2018
United States	$ 2,327.3	$ 1,914.7
Non-U.S.	790.6	781.3
Total	$ 3,117.9	$ 2,696.0

NOTE 22. COMMITMENTS AND CONTINGENCIES

The Company is involved in various litigations, claims and administrative proceedings, including those related to environmental, asbestos, and product liability matters. In accordance with ASC 450, "Contingencies" (ASC 450), the Company records accruals for loss contingencies when it is both probable that a liability will be incurred and the amount of the loss can be reasonably estimated. Amounts recorded for identified contingent liabilities are estimates, which are reviewed periodically and adjusted to reflect additional information when it becomes available. Subject to the uncertainties inherent in estimating future costs for contingent liabilities, except as expressly set forth in this note, management believes that any liability which may result from these

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legal matters would not have a material adverse effect on the financial condition, results of operations, liquidity or cash flows of the Company.

Environmental Matters

The Company continues to be dedicated to environmental and sustainability programs to minimize the use of natural resources, and reduce the utilization and generation of hazardous materials from our manufacturing processes and to remediate identified environmental concerns. As to the latter, the Company is currently engaged in site investigations and remediation activities to address environmental cleanup from past operations at current and former manufacturing facilities.

The Company is sometimes a party to environmental lawsuits and claims and has received notices of potential violations of environmental laws and regulations from the Environmental Protection Agency and similar state authorities. It has also been identified as a potentially responsible party (PRP) for cleanup costs associated with off-site waste disposal at federal Superfund and state remediation sites. For all such sites, there are other PRPs and, in most instances, the Company's involvement is minimal.

In estimating its liability, the Company has assumed it will not bear the entire cost of remediation of any site to the exclusion of other PRPs who may be jointly and severally liable. The ability of other PRPs to participate has been taken into account, based on the Company's understanding of the parties' financial condition and probable contributions on a per site basis. Additional lawsuits and claims involving environmental matters are likely to arise from time to time in the future.

Reserves for environmental matters are classified as *Accrued expenses and other current liabilities* or *Other noncurrent liabilities* based on their expected term. As of December 31, 2019 and 2018, the Company has recorded reserves for environmental matters of $42.6 million and $41.2 million, respectively. Of these amounts $37.5 million and $36.1 million, respectively, relate to remediation of sites previously disposed by the Company.

Asbestos-Related Matters

Certain wholly-owned subsidiaries and former companies of ours are named as defendants in asbestos-related lawsuits in state and federal courts. In virtually all of the suits, a large number of other companies have also been named as defendants. The vast majority of those claims have been filed against either Ingersoll-Rand Company or Trane U.S. Inc. (Trane) and generally allege injury caused by exposure to asbestos contained in certain historical products sold by Ingersoll-Rand Company or Trane, primarily pumps, boilers and railroad brake shoes. None of our existing or previously-owned businesses were a producer or manufacturer of asbestos.

The Company engages an outside expert to perform a detailed analysis and project an estimated range of the Company's total liability for pending and unasserted future asbestos-related claims. In accordance with ASC 450, the Company records the liability at the low end of the range as it believes that no amount within the range is a better estimate than any other amount. Asbestos-related defense costs are excluded from the liability and are recorded separately as services are incurred. The methodology used to prepare estimates relies upon and includes the following factors, among others:

- the outside expert's interpretation of a widely accepted forecast of the population likely to have been occupationally exposed to asbestos;
- epidemiological studies estimating the number of people likely to develop asbestos-related diseases such as mesothelioma and lung cancer;
- the Company's historical experience with the filing of non-malignancy claims and claims alleging other types of malignant diseases filed against the Company relative to the number of lung cancer claims filed against the Company;
- the outside expert's analysis of the number of people likely to file an asbestos-related personal injury claim against the Company based on such epidemiological and historical data and the Company's claims history;
- an analysis of the Company's pending cases, by type of disease claimed and by year filed;
- an analysis of the Company's history to determine the average settlement and resolution value of claims, by type of disease claimed;
- an adjustment for inflation in the future average settlement value of claims, at a 2.5% annual inflation rate, adjusted downward to 1.0% to take account of the declining value of claims resulting from the aging of the claimant population; and
- an analysis of the period over which the Company has and is likely to resolve asbestos-related claims against it in the future (currently projected through 2053).

At December 31, 2019, over 73 percent of the open and active claims against the Company are non-malignant or unspecified disease claims. In addition, the Company has a number of claims which have been placed on inactive or deferred dockets and expected to have little or no settlement value against the Company.

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The Company's liability for asbestos-related matters and the asset for probable asbestos-related insurance recoveries are included in the following balance sheet accounts:

In millions	December 31, 2019	December 31, 2018
Accrued expenses and other current liabilities	$ 63.0	$ 63.3
Other noncurrent liabilities	484.4	548.3
Total asbestos-related liabilities	$ 547.4	$ 611.6
Other current assets	$ 66.2	$ 69.2
Other noncurrent assets	237.8	199.0
Total asset for probable asbestos-related insurance recoveries	$ 304.0	$ 268.2

The Company's asbestos insurance receivable related to Ingersoll-Rand Company and Trane was $188.7 million and $115.3 million at December 31, 2019, and $141.7 million and $126.5 million at December 31, 2018, respectively. These receivables attributable to Ingersoll-Rand Company and Trane for probable insurance recoveries as of December 31, 2019 are entirely supported by settlement agreements between Ingersoll-Rand Company and Trane and their respective insurance carriers. Most of these settlement agreements constitute "coverage-in-place" arrangements, in which the insurer signatories agree to reimburse Ingersoll-Rand Company or Trane, as applicable, for specified portions of their respective costs for asbestos bodily injury claims and Ingersoll-Rand Company or Trane, as applicable, agrees to certain claims-handling protocols and grants to the insurer signatories certain releases and indemnifications.

The costs associated with the settlement and defense of asbestos-related claims, insurance settlements on asbestos-related matters and the revaluation of the Company's liability for potential future claims and recoveries are included in the income statement within continuing operations or discontinued operations depending on the business to which they relate. Income and expenses associated with Ingersoll-Rand Company's asbestos-related matters are recorded within discontinued operations as they relate to previously divested businesses, primarily Ingersoll-Dresser Pump, which was sold by the Company in 2000. Income and expenses associated with Trane's asbestos-related matters are recorded within continuing operations.

The net income (expense) associated with these transactions for the years ended December 31, were as follows:

In millions	2019	2018	2017
Continuing operations	$ 7.0	$ (10.4)	$ (3.1)
Discontinued operations	68.2	(56.5)	(11.9)
Total	$ 75.2	$ (66.9)	$ (15.0)

During the year ended December 31, 2019, the Company reached settlements with several insurance carriers associated with pending asbestos insurance coverage litigation (as discussed below). All but one of these settlements relate to Ingersoll-Rand Company and are recorded within discontinued operations. The settlement that relates to Trane is recorded within continuing operations. During the year ended December 31, 2018, the Company's valuation model was updated to address a change in potential future claims. The adjustment, which increased the asbestos-related liability for both Ingersoll-Rand Company and Trane, was partially offset by asbestos-related receivables from insurance carriers. During the year ended December 31, 2017, the Company recorded an adjustment to update its liability for potential future claims. This amount was partially offset by asbestos-related settlements reached with various insurance carriers.

In 2012 and 2013, Ingersoll-Rand Company filed actions in the Superior Court of New Jersey, Middlesex County, seeking a declaratory judgment and other relief regarding the Company's rights to defense and indemnity for asbestos claims. The defendants were several dozen solvent insurance companies, including companies that had been paying a portion of Ingersoll-Rand Company's asbestos claim defense and indemnity costs. The responding defendants generally challenged the Company's right to recovery, and raised various coverage defenses. As of December 31, 2019, Ingersoll-Rand Company has resolved both actions through settlements with all of the remaining solvent insurer defendants.

The amounts recorded by the Company for asbestos-related liabilities and insurance-related assets are based on currently available information. The Company's actual liabilities or insurance recoveries could be significantly higher or lower than those recorded if assumptions used in the calculations vary significantly from actual results. Key assumptions underlying the estimated asbestos-related liabilities include the number of people occupationally exposed and likely to develop asbestos-related diseases such as mesothelioma and lung cancer, the number of people likely to file an asbestos-related personal injury claim against the Company, the average settlement and resolution of each claim and the percentage of claims resolved with no payment. Furthermore, predictions with respect to estimates of the liability are subject to greater uncertainty as the projection period lengthens. Other factors that

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may affect the Company's liability include uncertainties surrounding the litigation process from jurisdiction to jurisdiction and from case to case, reforms that may be made by state and federal courts, and the passage of state or federal tort reform legislation.

The aggregate amount of the stated limits in insurance policies available to the Company for asbestos-related claims acquired, over many years and from many different carriers, is substantial. However, limitations in that coverage, primarily due to the considerations described above, are expected to result in the projected total liability to claimants substantially exceeding the probable insurance recovery.

Warranty Liability

Standard product warranty accruals are recorded at the time of sale and are estimated based upon product warranty terms and historical experience. The Company assesses the adequacy of its liabilities and will make adjustments as necessary based on known or anticipated warranty claims, or as new information becomes available.

The changes in the standard product warranty liability for the year ended December 31, were as follows:

In millions	2019	2018
Balance at beginning of period	$ 278.9	$ 270.5
Reductions for payments	(153.1)	(159.0)
Accruals for warranties issued during the current period	155.9	158.2
Changes to accruals related to preexisting warranties	3.8	11.5
Translation	(0.8)	(2.3)
Balance at end of period	$ 284.7	$ 278.9

Standard product warranty liabilities are classified as *Accrued expenses and other current liabilities*, or *Other noncurrent liabilities* based on their expected term. The Company's total current standard product warranty reserve at December 31, 2019 and December 31, 2018 was $157.6 million and $149.5 million, respectively.

The Company's extended warranty liability represents the deferred revenue associated with its extended warranty contracts and is amortized into *Net revenues* on a straight-line basis over the life of the contract, unless another method is more representative of the costs incurred. The Company assesses the adequacy of its liability by evaluating the expected costs under its existing contracts to ensure these expected costs do not exceed the extended warranty liability.

The changes in the extended warranty liability for the year ended December 31, were as follows:

In millions	2019	2018
Balance at beginning of period	$ 292.2	$ 293.0
Amortization of deferred revenue for the period	(120.9)	(115.0)
Additions for extended warranties issued during the period	133.2	116.1
Changes to accruals related to preexisting warranties	(0.4)	(0.5)
Translation	—	(1.4)
Balance at end of period	$ 304.1	$ 292.2

The extended warranty liability is classified as *Accrued expenses and other current liabilities* or *Other noncurrent liabilities* based on the timing of when the deferred revenue is expected to be amortized into *Net revenues*. The Company's total current extended warranty liability at December 31, 2019 and December 31, 2018 was $107.3 million and $103.1 million, respectively. For the years ended December 31, 2019 and 2018, the Company incurred costs of $63.7 million and $63.2 million, respectively, related to extended warranties.

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NOTE 23. GUARANTOR FINANCIAL INFORMATION

Ingersoll-Rand plc (Plc or Parent Company) and certain of its 100% directly or indirectly owned subsidiaries provide guarantees of public debt issued by other 100% directly or indirectly owned subsidiaries. The following condensed consolidating financial information is provided so that separate financial statements of these subsidiary issuer and guarantors are not required to be filed with the U.S. Securities and Exchange Commission.

The following table shows the Company's guarantor relationships as of December 31, 2019:

Parent, issuer or guarantors	Notes issued	Notes guaranteed [1]
Ingersoll-Rand plc (Plc)	None	All registered notes and debentures
Ingersoll-Rand Irish Holdings Unlimited Company (Irish Holdings)	None	All notes issued by Global Holding and Lux Finance
Ingersoll-Rand Lux International Holding Company S.a.r.l. (Lux International)	None	All notes issued by Global Holding and Lux Finance
Ingersoll-Rand Global Holding Company Limited (Global Holding)	2.900% Senior notes due 2021 4.250% Senior notes due 2023 3.750% Senior notes due 2028 5.750% Senior notes due 2043 4.300% Senior notes due 2048	All notes issued by Lux Finance
Ingersoll-Rand Company (New Jersey)	9.000% Debentures due 2021 7.200% Debentures due 2020-2025 6.480% Debentures due 2025 Puttable debentures due 2027-2028	All notes issued by Global Holding and Lux Finance
Ingersoll-Rand Luxembourg Finance S.A. (Lux Finance)	2.625% Notes due 2020 3.550% Notes due 2024 3.500% Notes due 2026 3.800% Notes due 2029 4.650% Notes due 2044 4.500% Notes due 2049	All notes and debentures issued by Global Holding and New Jersey

(1) All subsidiary issuers and guarantors provide irrevocable guarantees of borrowings, if any, made under revolving credit facilities

Each subsidiary debt issuer and guarantor is owned 100% directly or indirectly by the Parent Company. Each guarantee is full and unconditional, and provided on a joint and several basis. There are no significant restrictions of the Parent Company, or any guarantor, to obtain funds from its subsidiaries, such as provisions in debt agreements that prohibit dividend payments, loans or advances to the parent by a subsidiary.

Basis of presentation

The following Condensed Consolidating Financial Statements present the financial position, results of operations and cash flows of each issuer or guarantor on a legal entity basis. The financial information for all periods has been presented based on the Company's legal entity ownerships and guarantees outstanding at December 31, 2019. Assets and liabilities are attributed to each issuer and guarantor generally based on legal entity ownership. Investments in subsidiaries of the Parent Company, subsidiary guarantors and issuers represent the proportionate share of their subsidiaries' net assets. Certain adjustments are needed to consolidate the Parent Company and its subsidiaries, including the elimination of investments in subsidiaries and related activity that occurs between entities in different columns. These adjustments are presented in the Consolidating Adjustments column. This basis of presentation is intended to comply with the specific reporting requirements for subsidiary issuers and guarantors, and is not intended to present the Company's financial position or results of operations or cash flows for any other purpose.

Transfers of businesses within a consolidated group should be reflected on a retrospective basis in the Condensed Consolidating Financial Statements for all periods presented. As a result, the Company updated its Condensed Consolidating Financial Statements to recast the presentation of certain subsidiaries between the New Jersey and Other Subsidiaries columns in connection with the proposed separation of the Industrial Segment businesses. These modifications relate to fourth quarter 2019 intercompany transactions that changed the ownership of certain IR Industrial businesses reported in the New Jersey column to a newly created entity reported within the Other Subsidiaries column. The updated presentation is shown in the following tables:

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Condensed Consolidating Statement of Comprehensive Income
For the year ended December 31, 2019

In millions	Plc	Irish Holdings	Lux International	Global Holding	New Jersey	Lux Finance	Other Subsidiaries	Consolidating Adjustments	Consolidated
Net revenues	$ —	$ —	$ —	$ —	$ —	$ —	$ 16,598.9	$ —	$ 16,598.9
Cost of goods sold	—	—	—	—	(18.3)	—	(11,433.2)	—	(11,451.5)
Selling and administrative expenses	(16.1)	—	(0.8)	(0.3)	(245.3)	(0.3)	(2,867.0)	—	(3,129.8)
Operating income (loss)	(16.1)	—	(0.8)	(0.3)	(263.6)	(0.3)	2,298.7	—	2,017.6
Equity earnings (loss) in subsidiaries, net of tax	1,544.1	1,542.8	1,237.3	1,189.9	1,274.2	209.9	—	(6,998.2)	—
Interest expense	—	—	—	(106.6)	(46.2)	(89.7)	(0.5)	—	(243.0)
Intercompany interest and fees	(125.0)	—	74.7	(294.8)	159.2	26.5	159.4	—	—
Other income/(expense), net	(0.1)	—	59.5	—	(12.0)	4.7	(85.1)	—	(33.0)
Earnings (loss) before income taxes	1,402.9	1,542.8	1,370.7	788.2	1,111.6	151.1	2,372.5	(6,998.2)	1,741.6
Benefit (provision) for income taxes	8.0	—	5.1	106.1	16.5	—	(489.4)	—	(353.7)
Earnings (loss) from continuing operations	1,410.9	1,542.8	1,375.8	894.3	1,128.1	151.1	1,883.1	(6,998.2)	1,387.9
Discontinued operations, net of tax	—	—	—	—	36.2	—	4.4	—	40.6
Net earnings (loss)	1,410.9	1,542.8	1,375.8	894.3	1,164.3	151.1	1,887.5	(6,998.2)	1,428.5
Less: Net earnings attributable to noncontrolling interests	—	—	—	—	—	—	(17.6)	—	(17.6)
Net earnings attributable to Ingersoll-Rand plc	$ 1,410.9	$ 1,542.8	$ 1,375.8	$ 894.3	$ 1,164.3	$ 151.1	$ 1,869.9	$ (6,998.2)	$ 1,410.9
Other comprehensive income (loss), net of tax	(42.5)	(42.2)	(30.7)	(16.6)	(16.0)	(13.7)	(71.6)	190.8	(42.5)
Comprehensive income attributable to Ingersoll-Rand plc	$ 1,368.4	$ 1,500.6	$ 1,345.1	$ 877.7	$ 1,148.3	$ 137.4	$ 1,798.3	$ (6,807.4)	$ 1,368.4

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Condensed Consolidating Statement of Comprehensive Income
For the year ended December 31, 2018

In millions	Plc	Irish Holdings	Lux International	Global Holding	New Jersey	Lux Finance	Other Subsidiaries	Consolidating Adjustments	Consolidated
Net revenues	$ —	$ —	$ —	$ —	$ —	$ —	$ 15,668.2	$ —	$ 15,668.2
Cost of goods sold	—	—	—	—	(28.7)	—	(10,818.9)	—	(10,847.6)
Selling and administrative expenses	(39.6)	—	(0.4)	(0.3)	(86.5)	(0.3)	(2,776.1)	—	(2,903.2)
Operating income (loss)	(39.6)	—	(0.4)	(0.3)	(115.2)	(0.3)	2,073.2	—	1,917.4
Equity earnings (loss) in subsidiaries, net of tax	1,460.9	1,458.6	1,183.7	1,190.5	1,213.0	195.6	—	(6,702.3)	—
Interest expense	—	—	0.4	(130.3)	(46.8)	(43.0)	(1.0)	—	(220.7)
Intercompany interest and fees	(92.7)	—	41.1	(196.5)	25.1	(11.2)	234.2	—	—
Other income/(expense), net	—	—	(48.8)	0.7	(10.5)	0.1	22.1	—	(36.4)
Earnings (loss) before income taxes	1,328.6	1,458.6	1,176.0	864.1	1,065.6	141.2	2,328.5	(6,702.3)	1,660.3
Benefit (provision) for income taxes	9.0	—	—	86.2	145.0	—	(521.5)	—	(281.3)
Earnings (loss) from continuing operations	1,337.6	1,458.6	1,176.0	950.3	1,210.6	141.2	1,807.0	(6,702.3)	1,379.0
Discontinued operations, net of tax	—	—	—	—	(20.1)	—	(1.4)	—	(21.5)
Net earnings (loss)	1,337.6	1,458.6	1,176.0	950.3	1,190.5	141.2	1,805.6	(6,702.3)	1,357.5
Less: Net earnings attributable to noncontrolling interests	—	—	—	—	—	—	(19.9)	—	(19.9)
Net earnings attributable to Ingersoll-Rand plc	$ 1,337.6	$ 1,458.6	$ 1,176.0	$ 950.3	$ 1,190.5	$ 141.2	$ 1,785.7	$ (6,702.3)	$ 1,337.6
Other comprehensive income (loss), net of tax	(185.3)	(184.7)	(174.2)	(86.2)	(86.2)	(83.5)	(256.2)	871.0	(185.3)
Comprehensive income attributable to Ingersoll-Rand plc	$ 1,152.3	$ 1,273.9	$ 1,001.8	$ 864.1	$ 1,104.3	$ 57.7	$ 1,529.5	$ (5,831.3)	$ 1,152.3

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Condensed Consolidating Statement of Comprehensive Income
For the year ended December 31, 2017

In millions	Plc	Irish Holdings	Lux International	Global Holding	New Jersey	Lux Finance	Other Subsidiaries	Consolidating Adjustments	Consolidated
Net revenues	$ —	$ —	$ —	$ —	$ —	$ —	$ 14,197.6	$ —	$ 14,197.6
Cost of goods sold	—	—	—	—	(25.2)	—	(9,786.4)	—	(9,811.6)
Selling and administrative expenses	(15.6)	—	(0.1)	(1.2)	(102.9)	(0.2)	(2,600.7)	—	(2,720.7)
Operating income (loss)	(15.6)	—	(0.1)	(1.2)	(128.1)	(0.2)	1,810.5	—	1,665.3
Equity earnings (loss) in subsidiaries, net of tax	1,349.2	1,334.7	982.3	565.4	1,271.7	107.9	—	(5,611.2)	—
Interest expense	—	—	—	(127.0)	(47.2)	(41.0)	(0.6)	—	(215.8)
Intercompany interest and fees	(33.1)	—	253.0	(493.9)	(514.3)	(8.2)	796.5	—	—
Other income/(expense), net	—	—	0.1	—	(4.8)	—	(26.9)	—	(31.6)
Earnings (loss) before income taxes	1,300.5	1,334.7	1,235.3	(56.7)	577.3	58.5	2,579.5	(5,611.2)	1,417.9
Benefit (provision) for income taxes	2.1	—	—	247.2	15.9	—	(345.4)	—	(80.2)
Earnings (loss) from continuing operations	1,302.6	1,334.7	1,235.3	190.5	593.2	58.5	2,234.1	(5,611.2)	1,337.7
Discontinued operations, net of tax	—	—	—	—	(27.9)	—	2.5	—	(25.4)
Net earnings (loss)	1,302.6	1,334.7	1,235.3	190.5	565.3	58.5	2,236.6	(5,611.2)	1,312.3
Less: Net earnings attributable to noncontrolling interests	—	—	—	—	—	—	(9.7)	—	(9.7)
Net earnings attributable to Ingersoll-Rand plc	$ 1,302.6	$ 1,334.7	$ 1,235.3	$ 190.5	$ 565.3	$ 58.5	$ 2,226.9	$ (5,611.2)	$ 1,302.6
Other comprehensive income (loss), net of tax	511.7	510.3	471.1	367.8	367.3	102.1	499.0	(2,317.6)	511.7
Comprehensive income attributable to Ingersoll-Rand plc	$ 1,814.3	$ 1,845.0	$ 1,706.4	$ 558.3	$ 932.6	$ 160.6	$ 2,725.9	$ (7,928.8)	$ 1,814.3

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Condensed Consolidating Balance Sheet
December 31, 2019

In millions	Plc	Irish Holdings	Lux International	Global Holding	New Jersey	Lux Finance	Other Subsidiaries	Consolidating Adjustments	Consolidated
ASSETS									
Current assets:									
Cash and cash equivalents	$ —	$ —	$ 0.1	$ —	$ 313.1	$ 0.5	$ 989.9	$ —	$ 1,303.6
Accounts and notes receivable, net	—	—	0.2	—	0.7	—	2,797.2	—	2,798.1
Inventories	—	—	—	—	—	—	1,712.2	—	1,712.2
Other current assets	0.3	—	2.4	39.2	82.2	—	279.2	—	403.3
Intercompany receivables	40.0	—	89.7	—	4,644.9	1,473.7	4,967.0	(11,215.3)	—
Total current assets	40.3	—	92.4	39.2	5,040.9	1,474.2	10,745.5	(11,215.3)	6,217.2
Property, plant and equipment, net	—	—	—	—	156.9	—	1,649.3	—	1,806.2
Goodwill and other intangible assets, net	—	—	—	—	2.7	—	10,929.2	—	10,931.9
Other noncurrent assets	—	—	13.3	198.4	746.3	—	990.2	(411.2)	1,537.0
Investments in consolidated subsidiaries	10,506.2	10,488.7	4,943.5	14,328.0	10,140.5	1,464.5	—	(51,871.4)	—
Intercompany notes receivable	—	—	2,781.9	—	—	—	2,249.7	(5,031.6)	—
Total assets	$ 10,546.5	$ 10,488.7	$ 7,831.1	$ 14,565.6	$ 16,087.3	$ 2,938.7	$ 26,563.9	$ (68,529.5)	$ 20,492.3
LIABILITIES AND EQUITY									
Current liabilities:									
Accounts payable and accrued expenses	$ 10.1	$ —	$ —	$ 17.8	$ 438.7	$ 23.3	$ 3,721.5	$ —	$ 4,211.4
Short-term borrowings and current maturities of long-term debt	—	—	—	—	350.4	299.8	0.3	—	650.5
Intercompany payables	3,268.8	—	2,917.4	3,920.5	1,058.9	29.4	20.3	(11,215.3)	—
Total current liabilities	3,278.9	—	2,917.4	3,938.3	1,848.0	352.5	3,742.1	(11,215.3)	4,861.9
Long-term debt	—	—	—	2,332.4	312.1	2,278.3	0.1	—	4,922.9
Other noncurrent liabilities	—	—	—	0.3	1,107.7	—	2,698.3	(411.2)	3,395.1
Intercompany notes payable	—	—	—	3,699.7	—	—	1,331.9	(5,031.6)	—
Total liabilities	3,278.9	—	2,917.4	9,970.7	3,267.8	2,630.8	7,772.4	(16,658.1)	13,179.9
Equity:									
Total equity	7,267.6	10,488.7	4,913.7	4,594.9	12,819.5	307.9	18,791.5	(51,871.4)	7,312.4
Total liabilities and equity	$ 10,546.5	$ 10,488.7	$ 7,831.1	$ 14,565.6	$ 16,087.3	$ 2,938.7	$ 26,563.9	$ (68,529.5)	$ 20,492.3

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Condensed Consolidating Balance Sheet
December 31, 2018

In millions	Plc	Irish Holdings	Lux International	Global Holding	New Jersey	Lux Finance	Other Subsidiaries	Consolidating Adjustments	Consolidated
ASSETS									
Current assets:									
Cash and cash equivalents	$ —	$ 0.1	$ 0.2	$ —	$ 357.7	$ —	$ 545.4	$ —	$ 903.4
Accounts and notes receivable, net	—	—	0.1	—	1.5	—	2,677.6	—	2,679.2
Inventories	—	—	—	—	—	—	1,677.8	—	1,677.8
Other current assets	0.2	—	7.8	—	86.9	—	377.5	(0.8)	471.6
Intercompany receivables	59.5	—	3.9	—	3,831.0	0.1	3,970.9	(7,865.4)	—
Total current assets	59.7	0.1	12.0	—	4,277.1	0.1	9,249.2	(7,866.2)	5,732.0
Property, plant and equipment, net	—	—	0.1	—	163.6	—	1,567.1	—	1,730.8
Goodwill and other intangible assets, net	—	—	—	—	6.8	—	9,587.4	—	9,594.2
Other noncurrent assets	—	—	8.0	180.0	508.4	—	613.2	(451.7)	857.9
Investments in consolidated subsidiaries	9,308.9	9,267.8	3,935.4	11,742.6	10,778.8	1,264.2	—	(46,297.7)	—
Intercompany notes receivable	—	—	—	—	—	—	2,249.7	(2,249.7)	—
Total assets	$ 9,368.6	$ 9,267.9	$ 3,955.5	$ 11,922.6	$ 15,734.7	$ 1,264.3	$ 23,266.6	$ (56,865.3)	$ 17,914.9
LIABILITIES AND EQUITY									
Current liabilities:									
Accounts payable and accrued expenses	$ 11.3	$ —	$ 0.1	$ 41.7	$ 347.0	$ 6.9	$ 3,558.9	$ (0.8)	$ 3,965.1
Short-term borrowings and current maturities of long-term debt	—	—	—	—	350.4	—	0.2	—	350.6
Intercompany payables	2,334.6	—	132.9	3,518.7	1,879.0	0.2	—	(7,865.4)	—
Total current liabilities	2,345.9	—	133.0	3,560.4	2,576.4	7.1	3,559.1	(7,866.2)	4,315.7
Long-term debt	—	—	—	2,330.0	319.5	1,091.0	0.2	—	3,740.7
Other noncurrent liabilities	—	—	—	5.5	1,096.1	—	2,143.8	(451.7)	2,793.7
Intercompany notes payable	—	—	—	2,249.7	—	—	—	(2,249.7)	—
Total liabilities	2,345.9	—	133.0	8,145.6	3,992.0	1,098.1	5,703.1	(10,567.6)	10,850.1
Equity:									
Total equity	7,022.7	9,267.9	3,822.5	3,777.0	11,742.7	166.2	17,563.5	(46,297.7)	7,064.8
Total liabilities and equity	$ 9,368.6	$ 9,267.9	$ 3,955.5	$ 11,922.6	$ 15,734.7	$ 1,264.3	$ 23,266.6	$ (56,865.3)	$ 17,914.9

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Condensed Consolidating Statement of Cash Flows
For the year ended December 31, 2019

In millions	Plc	Irish Holdings	Lux International	Global Holding	New Jersey	Lux Finance	Other Subsidiaries	Consolidating Adjustments	Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES:									
Net cash provided by (used in) continuing operating activities	$ 191.7	$ —	$ 134.8	$ (332.7)	$ 1,522.6	$ (66.1)	$ 506.0	$ —	$ 1,956.3
Net cash provided by (used in) discontinued operating activities	—	—	—	—	(41.3)	—	4.5	—	(36.8)
Net cash provided by (used in) operating activities	191.7	—	134.8	(332.7)	1,481.3	(66.1)	510.5	—	1,919.5
CASH FLOWS FROM INVESTING ACTIVITIES:									
Capital expenditures	—	—	—	—	(12.7)	—	(241.4)	—	(254.1)
Acquisitions and equity method investments, net of cash acquired	—	—	(58.0)	(1,446.3)	—	—	(35.4)	—	(1,539.7)
Proceeds from sale of property, plant and equipment	—	—	—	—	—	—	3.8	—	3.8
Other investing activities, net	—	—	—	—	4.3	—	5.7	—	10.0
Intercompany investing activities, net	150.4	149.8	(1,454.0)	—	889.2	(1,449.9)	2,040.1	(325.6)	—
Net cash provided by (used in) investing activities	150.4	149.8	(1,512.0)	(1,446.3)	880.8	(1,449.9)	1,772.8	(325.6)	(1,780.0)
CASH FLOWS FROM FINANCING ACTIVITIES:									
Net proceeds from (payments of) debt	—	—	—	—	(7.5)	1,497.9	—	—	1,490.4
Debt issuance costs	—	—	—	—	(0.2)	(12.9)	—	—	(13.1)
Dividends paid to ordinary shareholders	(510.1)	—	—	—	—	—	—	—	(510.1)
Dividends paid to noncontrolling interests	—	—	—	—	—	—	(15.8)	—	(15.8)
Proceeds from shares issued under incentive plans	116.8	—	—	—	—	—	—	—	116.8
Repurchase of ordinary shares	(750.1)	—	—	—	—	—	—	—	(750.1)
Other financing activities, net	(44.3)	—	—	—	—	—	(3.3)	—	(47.6)
Intercompany financing activities, net	845.6	(149.9)	1,377.1	1,779.0	(2,399.0)	31.5	(1,809.9)	325.6	—
Net cash provided by (used in) financing activities	(342.1)	(149.9)	1,377.1	1,779.0	(2,406.7)	1,516.5	(1,829.0)	325.6	270.5
Effect of exchange rate changes on cash and cash equivalents	—	—	—	—	—	—	(9.8)	—	(9.8)
Net increase (decrease) in cash and cash equivalents	—	(0.1)	(0.1)	—	(44.6)	0.5	444.5	—	400.2
Cash and cash equivalents - beginning of period	—	0.1	0.2	—	357.7	—	545.4	—	903.4
Cash and cash equivalents - end of period	$ —	$ —	$ 0.1	$ —	$ 313.1	$ 0.5	$ 989.9	$ —	$ 1,303.6

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Condensed Consolidating Statement of Cash Flows
For the year ended December 31, 2018

In millions	Plc	Irish Holdings	Lux International	Global Holding	New Jersey	Lux Finance	Other Subsidiaries	Consolidating Adjustments	Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES:									
Net cash provided by (used in) continuing operating activities	$ 78.8	$ (2.7)	$ 31.5	$ (217.6)	$ 1,321.4	$ (52.0)	$ 315.1	$ —	$ 1,474.5
Net cash provided by (used in) discontinued operating activities	—	—	—	—	(65.3)	—	(1.4)	—	(66.7)
Net cash provided by (used in) operating activities	78.8	(2.7)	31.5	(217.6)	1,256.1	(52.0)	313.7	—	1,407.8
CASH FLOWS FROM INVESTING ACTIVITIES:									
Capital expenditures	—	—	—	—	(62.0)	—	(303.6)	—	(365.6)
Acquisitions and equity method investments, net of cash acquired	—	—	—	—	—	—	(285.2)	—	(285.2)
Proceeds from sale of property, plant and equipment	—	—	—	—	9.0	—	13.1	—	22.1
Other investing activities, net	—	—	(7.9)	—	3.0	—	4.2	—	(0.7)
Intercompany investing activities, net	1,058.7	(481.2)	545.4	9.5	307.1	—	2,463.0	(3,902.5)	—
Net cash provided by (used in) investing activities	1,058.7	(481.2)	537.5	9.5	257.1	—	1,891.5	(3,902.5)	(629.4)
CASH FLOWS FROM FINANCING ACTIVITIES:									
Net proceeds from (payments of) debt	—	—	—	31.6	(7.5)	—	(6.5)	—	17.6
Debt issuance costs	—	—	—	(12.0)	—	—	—	—	(12.0)
Dividends paid to ordinary shareholders	(479.5)	—	—	—	—	—	—	—	(479.5)
Dividends paid to noncontrolling interests	—	—	—	—	—	—	(41.4)	—	(41.4)
Proceeds from shares issued under incentive plans	68.9	—	—	—	—	—	—	—	68.9
Repurchase of ordinary shares	(900.2)	—	—	—	—	—	—	—	(900.2)
Other financing activities, net	(25.8)	—	—	—	—	—	(6.4)	—	(32.2)
Intercompany financing activities, net	199.1	484.0	(569.4)	188.5	(1,499.1)	52.0	(2,757.6)	3,902.5	—
Net cash provided by (used in) financing activities	(1,137.5)	484.0	(569.4)	208.1	(1,506.6)	52.0	(2,811.9)	3,902.5	(1,378.8)
Effect of exchange rate changes on cash and cash equivalents	—	—	—	—	—	—	(45.6)	—	(45.6)
Net increase (decrease) in cash and cash equivalents	—	0.1	(0.4)	—	6.6	—	(652.3)	—	(646.0)
Cash and cash equivalents – beginning of period	—	—	0.6	—	351.1	—	1,197.7	—	1,549.4
Cash and cash equivalents – end of period	$ —	$ 0.1	$ 0.2	$ —	$ 357.7	$ —	$ 545.4	$ —	$ 903.4

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Condensed Consolidating Statement of Cash Flows
For the year ended December 31, 2017

In millions	Plc	Irish Holdings	Lux International	Global Holding	New Jersey	Lux Finance	Other Subsidiaries	Consolidating Adjustments	Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES:									
Net cash provided by (used in) continuing operating activities	$ 83.8	$ —	$ (42.8)	$ (284.9)	$ 305.9	$ (48.0)	$ 1,547.6	$ —	$ 1,561.6
Net cash provided by (used in) discontinued operating activities	—	—	—	—	(36.9)	—	(1.2)	—	(38.1)
Net cash provided by (used in) operating activities	83.8	—	(42.8)	(284.9)	269.0	(48.0)	1,546.4	—	1,523.5
CASH FLOWS FROM INVESTING ACTIVITIES:									
Capital expenditures	—	—	—	—	(56.4)	—	(164.9)	—	(221.3)
Acquisitions and equity method investments, net of cash acquired	—	—	—	—	(2.7)	—	(154.9)	—	(157.6)
Proceeds from sale of property, plant and equipment	—	—	—	—	—	—	1.5	—	1.5
Other investing activities, net	—	—	—	—	—	—	2.7	—	2.7
Intercompany investing activities, net	285.1	285.2	2,050.2	270.1	4,933.4	11.7	6,713.1	(14,548.8)	—
Net cash provided by (used in) investing activities	285.1	285.2	2,050.2	270.1	4,874.3	11.7	6,397.5	(14,548.8)	(374.7)
CASH FLOWS FROM FINANCING ACTIVITIES:									
Net proceeds from (payments of) debt	—	—	—	—	(7.5)	—	(4.2)	—	(11.7)
Debt issuance costs	—	—	—	(0.2)	—	—	—	—	(0.2)
Dividends paid to ordinary shareholders	(430.1)	—	—	—	—	—	—	—	(430.1)
Dividends paid to noncontrolling interests	—	—	—	—	—	—	(15.8)	—	(15.8)
Acquisition of noncontrolling interest	—	—	—	—	—	—	(6.8)	—	(6.8)
Proceeds from shares issued under incentive plans	76.7	—	—	—	—	—	—	—	76.7
Repurchase of ordinary shares	(1,016.9)	—	—	—	—	—	—	—	(1,016.9)
Other financing activities, net	(25.4)	—	—	—	—	—	(2.3)	—	(27.7)
Intercompany financing activities, net	1,026.8	(285.2)	(2,006.8)	15.0	(5,414.8)	36.3	(7,920.1)	14,548.8	—
Net cash provided by (used in) financing activities	(368.9)	(285.2)	(2,006.8)	14.8	(5,422.3)	36.3	(7,949.2)	14,548.8	(1,432.5)
Effect of exchange rate changes on cash and cash equivalents	—	—	—	—	—	—	118.4	—	118.4
Net increase (decrease) in cash and cash equivalents	—	—	0.6	—	(279.0)	—	113.1	—	(165.3)
Cash and cash equivalents – beginning of period	—	—	—	—	630.1	—	1,084.6	—	1,714.7
Cash and cash equivalents – end of period	$ —	$ —	$ 0.6	$ —	$ 351.1	$ —	$ 1,197.7	$ —	$ 1,549.4

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SCHEDULE II

INGERSOLL-RAND PLC
VALUATION AND QUALIFYING ACCOUNTS
FOR THE YEARS ENDED DECEMBER 31 2019, 2018 AND 2017
(Amounts in millions)

Allowances for Doubtful Accounts:		
Balance December 31, 2016	$	26.0
Additions charged to costs and expenses		9.7
Deductions [(a)]		(9.7)
Currency translation		1.3
Other		(0.4)
Balance December 31, 2017		26.9
Additions charged to costs and expenses		15.3
Deductions [(a)]		(9.1)
Business acquisitions and divestitures, net		0.5
Currency translation		(0.9)
Balance December 31, 2018		32.7
Additions charged to costs and expenses		15.2
Deductions [(a)]		(7.1)
Business acquisitions and divestitures, net		1.5
Currency translation		(0.1)
Balance December 31, 2019	$	42.2

(a) "Deductions" include accounts and advances written off, less recoveries.

EXHIBIT 2

Redacted in its entirety

EXHIBIT 3

OMEGA Comms plan

3/5/2020

Trane US Inc / IRNJ (To be renamed Trane Technologies company) will be restructured as part of the deal.

We will isolate the Asbestos liabilities into stand alone entities and will take the entities bankrupt. It will more efficiently allow us to settle liabilities. Ultimately create a trust to service the claims. Plaintiffs lawyers are the most at-risk group as it relates to the transaction. Should expect some business / media coverage. Owens Illinois are public – check media related to transaction. Entities will always stay within the business. Expect to stay in bankruptcy for 5 – 8 years. Once we reemerge from bankruptcy, the operating companies will go back into the Trane structure. Automatic stay to reduce annual spend of $60 – 70M annually.

April 1 – first restructuring. OpCo's put underneath in April. Texas demerger.

May 3 –

Newly structured BOD has to approve a bankruptcy and related timing.

Redacted - Privileged

Redacted - Privileged Most likely will exclude these liabilities given potential reputational risk.

Project Alpha – Moving the Trane Commercial ready for restructure. It currently sits under Trane US Inc. 19 states required re-licensing in the name of Trane Energy Services. Impacted on April 1. Currently only 10 states are impacted.

Project Beta – corporate restructure. May result in an 8-K that may highlight new agreements.

IR Debtor – Aldrich Brakes

Trane Debtor – Murray Boiler Company

Bankruptcy filings are public

Expect earnings release to include expected impact.

Still trying to decide on capital infusion into the entity – will determine next week. May wait until after bankruptcy to load up on cash. Schedule of payments over time.

EXHIBIT 4

Redacted in its entirety

EXHIBIT 5

MANLIO VALDES

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

----------x

IN RE: Chapter 11
No. 20-30608 (JCW)
(Jointly Administered)

ALDRICH PUMP LLC, et al.,

Debtors.

----------x

ALDRICH PUMP LLC and

MURRAY BOILER LLC,

Plaintiffs,

v. Adversary Proceeding
No. 20-03041 (JCW)

THOSE PARTIES TO ACTIONS

LISTED ON APPENDIX A

TO COMPLAINT and

JOHN and JANE DOES 1-1000,

Defendants.

----------x

REVISED

REMOTE VIDEOTAPED DEPOSITION OF

MANLIO VALDES

Reported by:
Sara S. Clark, RPR/RMR/CRR/CRC
JOB No. 190521

MANLIO VALDES

communications protected by the attorney-client privilege.

Q. Following this presentation, did you have the understanding that the Trane -- various Trane entities would end up paying out less money if bankruptcies were filed than they would if no bankruptcies were filed?

MR. HAMILTON: I'm going to object to form.

But you can answer that question, Mr. Valdes.

A. So let me make sure I'm addressing your question properly.

Was the presentation clear that we would pay less under bankruptcy to claimants than under -- not doing anything? Is that the question? Am I interpreting it correctly?

Q. Yes.

MR. HAMILTON: No, I'm going to object and instruct the witness not to answer the question as he reworded it.

I'm not going to let the witness answer what was in the presentation, or what it said, or what it concluded. If the

MANLIO VALDES

question is at the end of that meeting, what was Mr. Valdes' understanding of a certain fact, then I'll let him answer that question. But I'm not going to let him answer the question of what was said by his attorneys to him at that meeting.

Q. Mr. Valdes, at the end of that meeting, did you have an understanding as to whether the various Trane entities would pay out more or less to asbestos claimants if there were a bankruptcy filed?

MR. HAMILTON: Object to form.

You can answer, if you have an answer, Mr. Valdes.

A. Not certainty. There were certainly, at least in what I remember of my thinking, more of a dialing in of where the risks may be.

Q. I'm sorry. More of a what? Dialing in?

A. What the risks would be.

Q. Could you explain what you mean by that?

A. Let me try to answer it this way.

None of the options -- there was -- as

MANLIO VALDES

often happens in business, you know, anybody who gives certainty is probably not being particularly thoughtful, in my mind. These are complex issues. So if your question is directed to did anything in here lock me in somewhere, there was still a lot of decisions to be made and a lot of thought processing to be done, in my mind.

Q. At the end of this meeting, was it your belief that it was probable that the Trane entities would end up paying out less money to claimants if bankruptcies were filed by Aldrich and Murray?

MR. HAMILTON: Again, object to form.

You can answer the question.

A. Can you repeat the question, Mr. Goldman? I'm sorry.

MR. GOLDMAN: If the reporter --

A. Was it probable?

MR. GOLDMAN: If the reporter could read it back, please.

(Record read as follows:

"Question: At the end of this meeting, was it your belief that it was

MANLIO VALDES

probable that the Trane entities would end up paying out less money to claimants if bankruptcies were filed by Aldrich and Murray?")

A. In my mind, from recollection, it was a probability.

MR. GOLDMAN: Let's go to the next exhibit, which is DEBTORS_50802 to 50807.

Q. And, actually, while Mr. DePeau is pulling that up, let me just ask a follow-up question to your last answer.

Why was that a probability, in your mind?

A. Why was it a probability that under bankruptcy proceedings, the claimants will receive less money?

Q. That's my question, yes.

A. And -- from recollection, because this is a scenario where I spent a lot of time, as we would say in our business, inside my own head, as I've shared with you, trying to make sure that I've fulfilled the charge given to me, I specifically used the word there's a "probability," not a certainty. And from

EXHIBIT 6

CONFIDENTIAL

MINUTES OF JOINT MEETING

OF

BOARDS OF MANAGERS

ALDRICH PUMP LLC,
a North Carolina limited liability company

MURRAY BOILER LLC,
a North Carolina limited liability company

The board of managers (the "Aldrich Board") of Aldrich Pump LLC, a North Carolina limited liability company ("Aldrich Pump"), and the board of managers (the "Murray Board," together with the Aldrich Board, the "Boards") of Murray Boiler LLC, a North Carolina limited liability company ("Murray Boiler", together with Aldrich Pump, the "Companies"), met jointly on Friday, May 29, 2020, by means of conference telephone and internet communications equipment whereby all persons participating in the meeting were able to hear each other. All members of the Aldrich Board—Amy Roeder, Manlio Valdes and Robert Zafari—and all members of the Murray Board—Marc Dufour, Amy Roeder and Manlio Valdes—were in attendance.

At the invitation of the Boards, all non-manager officers of the Companies—Allan Tananbaum, the Chief Legal Officer and Secretary of each of the Companies, and Ray Pittard, Vice President of each of the Companies—participated in the meeting. Mr. Tananbaum presided at, and acted as secretary for, the meeting.

In addition, at the invitation of the Boards, the following persons participated in the meeting: (1) Phyllis Morey, a lawyer seconded to the Companies, pursuant to a written secondment agreement that the Companies have with Trane Technologies Company LLC, a Delaware limited liability company and affiliate of each of the Companies ("TTC"); (2) Evan M. Turtz and Sara

Walden Brown, in-house lawyers at TTC who provide general corporate legal services to each of Aldrich Pump, 200 Park, Inc., a South Carolina corporation and subsidiary of Aldrich Pump ("200 Park"), Murray Boiler and ClimateLabs LLC, a North Carolina limited liability company and subsidiary of Murray Boiler ("ClimateLabs"), pursuant to written service agreements that Aldrich Pump, 200 Park, Murray Boiler and ClimateLabs have with TTC; (3) partners Mark Cody, Brad Erens, Jim Jones and Troy Lewis and associate Alex Kerrigan from Jones Day, outside counsel for each of the Companies, and (4) Michael Evert of Evert Weathersby Houff, outside national coordinating counsel for each of the Companies with respect to asbestos-related lawsuits.

(INTRODUCTORY REMARKS AND CALL TO ORDER)

Mr. Tananbaum welcomed the members of the Boards and other meeting participants. A roll call was then taken by Mr. Tananbaum, and it was confirmed that a quorum for each of the Boards was present and the meeting could be called to order.

Following the roll call, Mr. Tananbaum called the meeting to order and reviewed the agenda, indicating that (1) first, there would be an update regarding activities in connection with the current asbestos-related lawsuits against the Companies; (2) then, Mr. Tananbaum, with the assistance of Mr. Erens, would review and further discuss the strategic options for addressing current and future asbestos claims that were presented at the joint meeting of the Boards held on May 15, 2020 (the "May 15 Joint Meeting") and discussed again at the joint meeting of the Boards held on May 22, 2020 (the "May 22 Joint Meeting"), (3) then, the Jones Day lawyers would provide an update regarding preparations for the potential use of section 524(g) of the Bankruptcy Code as a mechanism to finally resolve current and future asbestos claims against the Companies and (4) finally, Ms. Roeder would provide a review of (a) the final opening balance sheets of the Companies and (b) the businesses and operating results of 200 Park and ClimateLabs.

Mr. Tananbaum then introduced Mr. Evert and asked that he begin the update regarding activities in connection with the asbestos-related lawsuits against the Companies.

(UPDATE REGARDING ACTIVITIES IN CONNECTION WITH THE CURRENT ASBESTOS-RELATED LAWSUITS)

Mr. Evert provided an update regarding the activities of the Companies in connection with their current asbestos-related lawsuits. Following the update, Mr. Evert, with the assistance of Mr. Tananbaum, Mr. Turtz and Mr. Erens, responded to questions from members of the Boards and Mr. Pittard.

After confirming there were no additional questions regarding these activities, Mr. Tananbaum thanked Mr. Evert for his update.

(REVIEW AND FURTHER DISCUSSION OF STRATEGIC OPTIONS FOR ADDRESSING CURRENT AND FUTURE ASBESTOS CLAIMS)

Mr. Tananbaum briefly reviewed the strategic options for addressing current and future asbestos claims presented at the May 15 Joint Meeting and further discussed at the May 22 Joint Meeting, noting that he had received requests from members of the Boards at and after the May 22 Joint Meeting to prepare for review with the Boards a side-by-side comparison of such options. Mr. Tananbaum then reviewed a slide presentation, which was shared electronically by internet, that analyzed such options on a side-by-side basis, all as compared to the status quo of remaining in the tort system. Throughout his presentation, Mr. Tananbaum, with the assistance of Mr. Erens, Mr. Turtz, Mr. Evert and Mr. Lewis, responded to questions from members of the Boards and Mr. Pittard. Following lengthy and robust discussion of the strategic options, Mr. Tananbaum confirmed there were no additional questions regarding his presentation and asked Mr. Erens to

provide an overview of preparations for the potential use of section 524(g) of the Bankruptcy Code to finally resolve current and future asbestos claims against the Companies.

(UPDATE REGARDING PREPARATIONS FOR THE POTENTIAL USE OF SECTION 524(G) OF THE BANKRUPTCY CODE)

Mr. Erens began his presentation by asking Mr. Jones to provide a brief overview of potential factual inquiries that could be expected in the event the Boards were ultimately to determine to pursue a strategy of using section 524(g) of the Bankruptcy Code to finally resolve current and future asbestos claims against the Companies. Mr. Jones completed his presentation and confirmed that there were no questions.

Mr. Erens then reviewed certain proposed amendments to the funding agreements to which the Companies are party. Mr. Erens, with the assistance of Mr. Turtz, Mr. Tananbaum and Mr. Lewis, responded to questions from members of the Boards and Mr. Pittard regarding the proposed amendments. The Boards were not asked to take action with respect to the proposed amendments, and it was noted that appropriate written consents with respect to the proposed amendments to the funding agreements would be circulated in due course.

Mr. Erens then described information proposed to be included in documents being prepared for submission to the bankruptcy court as part of the contingency planning in case the Boards were ultimately to determine to pursue a strategy of using section 524(g) of the Bankruptcy Code to finally resolve current and future asbestos claims against the Companies. Throughout his presentation, Mr. Erens, with the assistance of Mr. Evert, responded to questions asked by the members of the Boards and Mr. Pittard.

Finally, at the request of Mr. Erens, Mr. Cody provided an update regarding the status of the other documentation required in order for the Companies to commence chapter 11 cases.

(REVIEW OF FINAL OPENING BALANCE SHEETS OF THE COMPANIES AND THE BUSINESSES AND OPERATING RESULTS OF 200 PARK AND CLIMATELABS)

Mr. Tananbaum then invited Ms. Roeder to begin the review of (a) the final opening balance sheets of the Companies and (b) the businesses, financial condition and operating results of 200 Park and ClimateLabs. At this time, Eric Hankins, who provides finance services to Aldrich Pump, 200 Park, Murray Boiler and ClimateLabs pursuant to written service agreements that Aldrich Pump, 200 Park, Murray Boiler and ClimateLabs have with TTC, joined the meeting at the invitation of the Boards to assist Mr. Roeder with her presentation. Ms. Roeder then reviewed the final opening balance sheets of each of the Companies, sharing the same electronically by internet. Ms. Roeder then shared select financial and operating data regarding 200 Park and ClimateLabs electronically by internet, and Mr. Hankins provided a brief overview of the businesses of 200 Park and ClimateLabs.

During the presentation, Ms. Roeder and Mr. Hankins responded to questions from members of the Boards. After confirming there were no further questions for Ms. Roeder and Mr. Hankins, Mr. Tananbaum thanked them for the presentation and Mr. Hankins departed from the meeting.

(REVIEW OF SCHEDULE FOR FUTURE BOARD MEETINGS AND ADJOURNMENT)

Mr. Tananbaum then discussed briefly with members of the Boards the schedule for future meetings and confirmed there were no further questions. Having no other business to consider, Mr. Tananbaum thanked the participants for their participation, and the meeting was adjourned.

Allan Tananbaum
Chief Legal Officer and Secretary

EXHIBIT 7

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re	:	Chapter 11
ALDRICH PUMP LLC, *et al.*,[1]	:	Case No. 20-30608 (JCW)
Debtors.	:	(Jointly Administered)
ALDRICH PUMP LLC and MURRAY BOILER LLC,	:	
Plaintiffs,	:	
v.	:	Adv. Pro. No. 20-03041 (JCW)
THOSE PARTIES TO ACTIONS LISTED ON APPENDIX A TO COMPLAINT and JOHN AND JANE DOES 1-1000,	:	
Defendants.	:	

SUPPLEMENTAL DECLARATION OF ALLAN TANANBAUM IN SUPPORT OF DEBTORS' COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF AND RELATED MOTIONS

Allan Tananbaum, being first duly sworn, deposes and states as follows:

1. I am the Chief Legal Officer of Aldrich Pump LLC, a North Carolina limited liability company ("Aldrich"), and Murray Boiler LLC, a North Carolina limited liability company ("Murray"). Aldrich and Murray are the debtors and debtors in possession in the above-captioned chapter 11 cases (together, the "Debtors") and the plaintiffs in the

[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, David[illegible] North Carolina 28036.

above-captioned adversary proceeding. I have been the Chief Legal Officer for each of the Debtors since their formation on May 1, 2020.

2. On June 18, 2020 (the "Petition Date"), the Debtors filed voluntary petitions with this Court for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), as well as certain motions and other pleadings (the "First Day Pleadings") in their chapter 11 cases (the "Chapter 11 Cases"), and commenced the above-captioned adversary proceeding by filing a complaint (Adv. Pro. Dkt. 1, the "Complaint") and certain related motions, including the *Motion of the Debtors for an Order (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring that the Automatic Stay Applies to such Actions, and (III) Granting a Temporary Restraining Order pending a Final Hearing* (Adv. Pro. Dkt. 2, the "Injunction Motion").

3. On the Petition Date, I submitted, in support of the Complaint and the Injunction Motion (as well as other First Day Pleadings), the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive Relief and Declaratory Relief, Related Motions, and the Chapter 11 Cases* (Adv. Pro. Dkt. 3, the "Tananbaum Declaration"). I submit this supplemental declaration (the "Tananbaum Supplemental Declaration") to provide additional facts in further support of the Complaint and the Injunction Motion as well as the *Debtors' Motion for Partial Summary Judgment that All Actions against the Protected Parties To Recover Aldrich/Murray Asbestos Claims Are Automatically Stayed by Section 362 of the Bankruptcy Code* (the "Summary Judgment Motion"), which is being filed contemporaneously herewith in the adversary proceeding. Capitalized terms not defined herein have the meanings given to them in the Tananbaum Declaration, the Complaint, the Injunction Motion, and the Summary Judgment Motion.

4. I am employed by Trane Technologies Company LLC ("New Trane Technologies"). I have been seconded full-time from New Trane Technologies to the Debtors. During my secondment, I effectively serve as a full time employee of the Debtors.

5. In April 2020, I was appointed Vice President and Deputy General Counsel for Product Litigation to the former Trane Technologies Company LLC (together with its predecessors, "Old TTC"), an entity that was the successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ"). From February 2010 to April 2020, I was the Vice President, Compliance and Deputy General Counsel to Old IRNJ, and during part of this period, I also held the role of Vice President and Deputy General Counsel for Litigation at Old IRNJ. From June 2008 to February 2010, I was the Deputy General Counsel (and later during that same period, Vice President and Deputy General Counsel) for Litigation at Old IRNJ. From January 2005 to June 2008, I headed the Litigation function in the Legal Department of Trane Inc.—the parent company of the former Trane U.S. Inc. (together with its predecessors, "Old Trane")—which was acquired by the former parent company of Old IRNJ in June 2008.

6. The facts and statements set forth in this Declaration are based on: (a) my personal knowledge; (b) information supplied to me by other members of management, professionals, and employees; (c) my review of relevant documents; and (d) my opinion based upon my experience and knowledge regarding Old IRNJ, Old Trane, the Debtors, and the Aldrich/Murray Asbestos Claims. If called upon to testify orally, I could and would testify to the facts and opinions set forth in this declaration.

The 2020 Corporate Restructuring

7. As detailed in the *Declaration of Ray Pittard in Support of First Day Pleadings* (the "Pittard Declaration") filed in the Chapter 11 Cases (Dkt. 27), the Debtors were created in divisional mergers completed under the Texas Business Organizations Code (the "TBOC") as part of an overall corporate restructuring in 2020 (the "2020 Corporate Restructuring").

The Old TTC Divisional Merger

8. One of the first steps of the 2020 Corporate Restructuring occurred on April 30, 2020, when Trane Technologies HoldCo Inc. ("TTH"), a Delaware corporation, was incorporated by the majority direct stockholder of Old IRNJ. On the same day, TTH formed a new subsidiary, Old TTC, a Texas limited liability company. On May 1, 2020, TTH became the direct parent of Old IRNJ, a New Jersey corporation. Old IRNJ then merged with and into Old TTC by means of a statutory merger, with Old TTC surviving the merger. TTH then entered into a funding agreement with Old TTC, described as the "Trane Technologies Funding Agreement" in the Pittard Declaration at ¶¶ 14 & 18, with TTH as payor and Old TTC as payee.

9. Then, also on May 1, 2020, Old TTC completed its statutory divisional merger under the TBOC, pursuant to which (a) it ceased to exist, (b) two new entities were formed, Aldrich and New Trane Technologies, with each being a Texas limited liability company, (c) Aldrich was allocated certain of Old TTC's assets, including its asbestos-related insurance assets and its rights as payee under the Trane Technologies Funding Agreement, and became solely responsible for certain of its liabilities, including the Aldrich/Murray Asbestos Claims against Old TTC and the defense of those claims; and (d) New Trane Technologies was allocated all other assets of Old TTC and became solely responsible for all other liabilities of Old

TTC. TTH then delegated to New Trane Technologies (and New Trane Technologies assumed) TTH's obligations as payor under the Trane Technologies Funding Agreement.

10. On May 1, 2020, after the Old TTC divisional merger was completed, Aldrich converted into a North Carolina limited liability company by means of a statutory conversion, and New Trane Technologies converted into a Delaware limited liability company by means of a statutory conversion.

The Old Trane Divisional Merger

11. On April 30, 2020, Old Trane's direct parent incorporated a new subsidiary, TUI Holdings Inc. ("THI") and contributed its 100% interest in Old Trane to THI. Then, on May 1, 2020, Old Trane converted from a Delaware corporation into a Texas corporation by means of a statutory conversion. On the same day, THI entered into a funding agreement with Old Trane, described as the "Trane Funding Agreement" in the Pittard Declaration at ¶¶ 14 & 18, with THI as payor and Old Trane as payee.

12. Then, also on May 1, 2020, Old Trane completed its statutory divisional merger under the TBOC, pursuant to which (a) it ceases to exist, (b) two new entities were formed, Murray (as a Texas limited liability company) and New Trane (as a Texas corporation), (c) Murray was allocated certain of Old Trane's assets, including its asbestos-related insurance assets and its rights as payee under the Trane Funding Agreement, and became solely responsible for certain of its liabilities, including the Aldrich/Murray Asbestos Claims against Old Trane and the defense of those claims; and (d) New Trane was allocated all other assets of Old Trane and became solely responsible for all other liabilities of Old Trane. THI then delegated to New Trane (and New Trane assumed) THI's obligations as payor under the Trane Funding Agreement.

13. On May 1, 2020, after the Old Trane divisional merger was completed, Murray converted from a Texas limited liability company into a North Carolina limited liability company by means of a statutory conversion, and New Trane converted from a Texas corporation into a Delaware corporation by means of a statutory conversion.

14. Among the assets specifically allocated to Aldrich and Murray in their respective divisional mergers were "All Causes of Action" related in any way to the assets or liabilities allocated to Aldrich and Murray. This allocation included, for Aldrich and Murray, respectively, all "Causes of Actions and Proceedings that seek to hold any Person responsible for the Asbestos Related Liabilities" of such entity. See Plans of Divisional Merger for Old TTC and Old Trane (attached hereto as Exhibits 1 & 2), Section 5(b)(i) and related Schedule 5(b)(i) at ¶4.

15. As part of the 2020 Corporate Restructuring, Aldrich has indemnified each of the Non-Debtor Affiliates with respect to Aldrich/Murray Asbestos Claims against Aldrich that are asserted against the affiliate, and Murray has indemnified each of the Non-Debtor Affiliates with respect to Aldrich/Murray Asbestos Claims against Murray that are asserted against the affiliate. See Plans of Divisional Merger for Old TTC and Old Trane (attached hereto as Exhibits 1 & 2), Section 9(b); Amended and Restated Divisional Merger Support Agreement, dated May 1, 2020, between Aldrich and New Trane Technologies (attached hereto as Exhibit 3), Section 3; and Amended and Restated Divisional Merger Support Agreement, dated May 1, 2020, between Murray and New Trane (attached hereto as Exhibit 4), Section 3.

16. Before the 2020 Corporate Restructuring was undertaken in 2020, the headquarters and principal place of business for both Old IRNJ and Old Trane were located in Davidson, North Carolina. At all times during and after the 2020 Corporate Restructuring, the

headquarters and principal place of business for Aldrich, Murray, New Trane Technologies and New Trane were and continue to be in Davidson, North Carolina.

The Insurers

17. The Insurers provide, or have provided, insurance to either of the Debtors, or to their predecessors, covering Aldrich/Murray Asbestos Claims. As of the Petition Date, Aldrich asserts that its insurance agreements provide approximately $750 million in unexhausted limits for coverage of asbestos claims against Aldrich. As of the Petition Date, Murray asserts that its insurance agreements provide approximately $1.0 billion in unexhausted limits for coverage of asbestos claims against Murray. Murray also asserts that unsettled, high-level excess policies provide Murray with in excess of $750 million in additional unexhausted coverage limits. The Debtors' insurance agreements generally do not provide the Debtors with "dollar-for-dollar" coverage. As a result, for any covered asbestos claim, the applicable Insurer is obligated to reimburse the Debtor only for a portion of the amount of the claim paid.

The Defendants' Actions Against the Non-Debtor Affiliates

18. In several of the actions in which the Defendants seek to recover Aldrich/Murray Asbestos Claims against New Trane Technologies or New Trane, they allege that the Non-Debtor Affiliate is liable for the asbestos claim because it is the alter ego of the Debtor or one of its predecessors. Attached hereto as Exhibits 5 and 6 are copies of motions to amend complaints in two of those actions in which a Defendant alleges an alter ego theory of liability against a Non-Debtor Affiliate. In other actions in which the Defendants seek to recover Aldrich/Murray Asbestos Claims against New Trane Technologies or New Trane, they allege that the Non-Debtor Affiliate is liable for the asbestos claim because it is the successor to that liability under state law. Attached hereto as Exhibits 7, 8 and 9 are copies of complaints in three

of those actions in which a Defendant alleges a successor liability claim against a Non-Debtor Affiliate.

I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

EXECUTED on this 25th day of January, 2021.

/s/ Allan Tananbaum
Allan Tananbaum

Exhibit 1

PLAN OF DIVISIONAL MERGER

This PLAN OF DIVISIONAL MERGER (this "Plan of Divisional Merger"), dated as of May 1, 2020, is made by TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company (the "Company").

RECITALS

A. The board of managers of the Company has (1) approved a divisional merger of the Company (the "Divisional Merger") pursuant to the Texas Business Organizations Code, as amended (the "TBOC"), and as defined by TBOC Section 1.002(55)(A), which will result in (a) the cessation of the Company's existence, (b) the creation of a new Texas limited liability company named Aldrich Pump LLC ("Aldrich Pump (TX)"), and (c) the creation of a new Texas limited liability company named Trane Technologies Company LLC ("New TTC (TX)"), in each case as authorized by the TBOC and pursuant to the terms and conditions set forth herein, and (2) recommended to Trane Technologies HoldCo Inc., a Delaware corporation and the sole member and owner of 100% of the membership interests of the Company ("Parent"), that it approve this Plan of Divisional Merger and the Divisional Merger.

B. In accordance with TBOC Section 101.356(c), Parent has approved this Plan of Divisional Merger and the Divisional Merger.

PLAN

NOW, THEREFORE, for the purpose of setting forth the terms and conditions of the Divisional Merger, the mode of carrying the Divisional Merger into effect and such other details and provisions as are deemed necessary or desirable, the Company hereby declares as follows:

1. Name and Organizational Form of Party. The name of the entity that is a party to the Divisional Merger is Trane Technologies Company LLC, and its organizational form is a Texas limited liability company.

2. Names and Organizational Form of New Organizations. The following two new organizations will be created by this Plan of Divisional Merger through the Divisional Merger at the Effective Time (as defined below):

NAME	JURISDICTION OF FORMATION	ORGANIZATIONAL FORM
Aldrich Pump LLC	Texas	Limited liability company
Trane Technologies Company LLC	Texas	Limited liability company

3. Divisional Merger. The Divisional Merger will be effected by the Company filing a Certificate of Divisional Merger in the form attached hereto as Exhibit A (the

"Certificate of Divisional Merger") with the Secretary of State of the State of Texas (the "Secretary").

4. Effective Time of Divisional Merger. The Divisional Merger will become effective at the time specified in the Certificate of Divisional Merger (the "Effective Time").

5. Effects of Divisional Merger. The Divisional Merger will have the effects set forth in TBOC Section 10.008. Without limiting the generality of, and subject to, the immediately preceding sentence, at the Effective Time:

(a) the separate existence of the Company will cease;

(b) all rights, title and interests to all property of the Company will be allocated and vest as follows:

(i) all rights, title and interests to all property of the Company listed or described on Schedule 5(b)(i) (collectively, the "Aldrich Pump Assets") will be allocated to and vest in Aldrich Pump (TX), subject to any existing liens or encumbrances on the Aldrich Pump Assets, without reversion or impairment, any further act or deed or any transfer or assignment having occurred; and

(ii) all rights, title and interests to all property of the Company other than the Aldrich Pump Assets (collectively, the "TTC Assets"), including all property of the Company listed or described on Schedule 5(b)(ii), will be allocated to and vest in New TTC (TX), subject to any existing liens or encumbrances on the TTC Assets, without reversion or impairment, any further act or deed or any transfer or assignment having occurred;

(c) all Liabilities (as defined in Section 16) of the Company will be allocated as follows:

(i) all Liabilities of the Company listed or described on Schedule 5(c)(i) (collectively, the "Aldrich Pump Liabilities") will be allocated to Aldrich Pump (TX); and

(ii) all Liabilities of the Company other than the Aldrich Pump Liabilities (the "TTC Liabilities"), including the Liabilities of the Company listed or described on Schedule 5(c)(ii), will be allocated to New TTC (TX);

(d) Aldrich Pump (TX) and New TTC (TX) will be obligors for the Liabilities of the Company as follows:

(i) Aldrich Pump (TX) will be the sole obligor for the Aldrich Pump Liabilities, and New TTC (TX) will not be liable for the Aldrich Pump Liabilities; and

(ii) New TTC (TX) will be the sole obligor for the TTC Liabilities, and Aldrich Pump (TX) will not be liable for the TTC Liabilities;

(e) Proceedings by or against the Company will be addressed as permitted by TBOC Section 10.008(a)(5); and

(f) each of Aldrich Pump (TX) and New TTC (TX) will be formed as provided in Section 6.

6. Certificates of Formation and Limited Liability Company Agreements of Aldrich Pump (TX) and New TTC (TX).

(a) Each of the Certificate of Formation of Aldrich Pump (TX) attached hereto as Exhibit B (the "Aldrich Pump (TX) Certificate of Formation") and the Certificate of Formation of New TTC (TX) attached hereto as Exhibit C (the "New TTC (TX) Certificate of Formation") will be filed with the Secretary along with the Certificate of Divisional Merger and will become effective at the Effective Time; and

(b) The limited liability company agreement of Aldrich Pump (TX) will be in the form attached hereto as Exhibit D, and the limited liability company agreement of New TTC (TX) will be in the form attached hereto as Exhibit E.

7. Conversion of Membership Interests of the Company. At the Effective Time, by virtue of the Divisional Merger and without any action on the part of Parent, the membership interests in the Company will be converted into:

(a) all membership interests of Aldrich Pump (TX); and

(b) all membership interests of New TTC (TX).

8. Dissenting Shares. The Divisional Merger will not create any dissenters' rights or rights of appraisal.

9. Further Actions; Indemnification.

(a) If at any time following the Effective Time Aldrich Pump (TX) or New TTC (TX) determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Aldrich Pump (TX) or New TTC (TX) the title to any property of the Company, Aldrich Pump (TX) and New TTC (TX) will take such action as may be necessary or desirable to vest title to such property in Aldrich Pump (TX) or New TTC (TX) as provided in Section 5, and otherwise carry out the purposes of this Plan of Divisional Merger. If at any time following the Effective Time Aldrich Pump (TX) or New TTC (TX) determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Aldrich Pump (TX) or New TTC (TX) with respect to the Liabilities of the Company, Aldrich Pump (TX) and New TTC (TX) will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5, and otherwise to carry out the purposes of this Plan of Divisional Merger.

(b) Aldrich Pump (TX) will indemnify and hold harmless New TTC (TX) and each of its affiliates from and against all Losses (as defined in Section 16) (or

Proceedings in respect thereof) to which New TTC (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (i) a claim in respect of any Aldrich Pump Assets or Aldrich Pump Liabilities or (ii) reimbursement or other obligations of New TTC (TX) or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by New TTC (TX) or any of its affiliates in connection with Proceedings in respect of any Aldrich Pump Liabilities. New TTC (TX) will indemnify and hold harmless Aldrich Pump (TX) and each of its affiliates from and against all Losses (or Proceedings in respect thereof) to which Aldrich Pump (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to a claim in respect of (A) any Liabilities under any Asbestos Related Contracts (as defined on Schedule 5(b)(i)) or Asbestos Related Insurance Assets (as defined on Schedule 5(b)(i)) that are not Asbestos Related Liabilities (as defined on Schedule 5(c)(i)) or (B) any TTC Assets or TTC Liabilities.

10. Tax, Accounting, Legal and Insurance Matters.

(a) The Company is a disregarded entity for U.S. federal income tax purposes, and immediately following the Divisional Merger, each of Aldrich Pump (TX) and New TTC (TX) will be a disregarded entity for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to the Company for purposes other than federal income tax will be used by New TTC (TX) as its EIN for such purposes. Aldrich Pump (TX) will obtain a new EIN, if and when it is required by Law (as defined in Section 16).

(b) The property and Liabilities of the Company will be recorded on the books of Aldrich Pump (TX) or New TTC (TX) as appropriate and consistent with Section 5, depending on which of them is allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of the Company immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

(c) The Company intends for Aldrich Pump (TX) and New TTC (TX) to, and Aldrich Pump (TX) and New TTC (TX) will and will be deemed to, share a common interest with regard to Books and Records (as defined in Section 16) and other information (whether written or oral) to which any of the Privileges (as defined in Section 16) of the Company, including the Aldrich Pump Privileges (as defined on Schedule 5(b)(i)), attach (the "Common Interest Information"). The Company desires and intends that the exchange of Common Interest Information among Aldrich Pump (TX), New TTC (TX) and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Following the Effective Time, Aldrich Pump (TX) and New TTC (TX) will take such further actions as either of them determines are necessary or advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

(d) (i) To the extent an insurance policy allocated to New TTC (TX) pursuant to Section 5 (a "TTC Policy") provides potential coverage for Aldrich Pump Liabilities:

(A) New TTC (TX) will use commercially reasonable efforts to pursue, at Aldrich Pump (TX)'s cost, coverage under such TTC Policy for such Aldrich Pump Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Aldrich Pump (TX) will fully cooperate in such efforts;

(B) if New TTC (TX) receives payments under such TTC Policy that are specifically paid for Aldrich Pump Liabilities, New TTC (TX) will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Aldrich Pump (TX) or otherwise cause an equivalent amount to be paid to Aldrich Pump (TX);

(C) if (x) New TTC (TX) receives payments under such TTC Policy that are both for Aldrich Pump Liabilities and TTC Liabilities, (y) such payments are not specifically allocated by the insurer between Aldrich Pump Liabilities and TTC Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Aldrich Pump (TX) and New TTC (TX) will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (1) the dollar value of claims submitted to the insurer for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (2) any coverage position taken by the insurer regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (3) applicable Law regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively, and (4) the advice of any outside counsel involved in pursuing coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities; and

(D) if New TTC (TX) pursues insurance coverage under such TTC Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Aldrich Pump Liabilities, New TTC (TX) will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided*, *however*, that Aldrich Pump (TX) shall have the right (1) to be kept informed thereof and (2) to approve any settlement of claims for any Aldrich Pump Liabilities, such consent not to be unreasonably delayed or withheld.

(ii) Except as provided in this Plan of Divisional Merger or in the Aldrich Pump/TTC Divisional Merger Support Agreement, New TTC (TX) shall not take any action with respect to any Asbestos Related Insurance Asset.

11. Certain Agreements of Aldrich Pump (TX) and New TTC (TX). Immediately following the effectiveness of the Divisional Merger:

(a) Aldrich Pump (TX) will deliver to New TTC (TX) each of the following:

(i) Funding Assignment and Assumption Agreement, duly executed by Aldrich Pump (TX);

(ii) Common Interest and Confidentiality Agreement, duly executed by Aldrich Pump (TX);

(iii) Aldrich Pump/TTC Divisional Merger Support Agreement, duly executed by Aldrich Pump (TX);

(iv) Aldrich Pump/TTC Secondment Agreement, duly executed by Aldrich Pump (TX); and

(v) Aldrich Pump/TTC Services Agreement, duly executed by Aldrich Pump (TX).

(b) New TTC (TX) will deliver to Aldrich Pump (TX) each of the following:

(i) Funding Assignment and Assumption Agreement, duly executed by New TTC (TX) and Parent;

(ii) Common Interest and Confidentiality Agreement, duly executed by New TTC (TX), Murray Boiler (TX) and TUI (TX);

(iii) Aldrich Pump/TTC Divisional Merger Support Agreement, duly executed by New TTC (TX);

(iv) Aldrich Pump/TTC Secondment Agreement, duly executed by New TTC (TX) and Murray Boiler (TX); and

(v) Aldrich Pump/TTC Services Agreement, duly executed by New TTC (TX).

12. Governing Law. This Plan of Divisional Merger will be governed by, and construed in accordance with, the Laws of the State of Texas, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

13. Amendment and Waiver. Prior to the Effective Time, this Plan of Divisional Merger may not be amended or modified, and no provision of this Plan of Divisional Merger may be waived, except, in each case, in a writing executed by the Company. From and after the Effective Time, this Plan of Divisional Merger may not be amended or modified, and no provision of this Plan of Divisional Merger may be waived, except, in each case, in a writing executed by Aldrich Pump (TX) and New TTC (TX).

14. Termination. This Plan of Divisional Merger may be terminated and the Divisional Merger abandoned at any time prior to the Effective Time by action of the managers or officers of the Company, and, if any of the Certificate of Divisional Merger, the Aldrich Pump (TX) Certificate of Formation or the New TTC (TX) Certificate of Formation have been filed but the Effective Time has not occurred, by filing with the Secretary one or more certificates of abandonment, as applicable. In the event of termination of this Plan of Divisional Merger and abandonment of the Divisional Merger, then this Plan of Divisional Merger will be void and of no further force or effect without liability on the part of any Person (as defined in Section 16).

15. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan of Divisional Merger. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Plan of Divisional Merger, refer to this Plan of Divisional Merger as a whole and not to any particular provision of this Plan of Divisional Merger. Any reference herein to any Law or Contract (as defined in Section 16) will be construed as referring to such Law or Contract as amended or modified or, in the case of a Law, codified or reenacted, in each case, in whole or in part, and as in effect from time to time. Unless specifically stated otherwise, all references to Sections, Schedules or Exhibits are to the Sections, Schedules and Exhibits of or to this Plan of Divisional Merger.

16. Definitions. Capitalized terms that are used in this Plan of Divisional Merger, including the Schedules, but that are not otherwise defined herein or in the Schedules have the following meanings:

(a) "Aldrich Pump/TTC Divisional Merger Support Agreement" means a Divisional Merger Support Agreement in the form attached hereto as Exhibit F, pursuant to which each of Aldrich Pump (TX) and New TTC (TX) will agree to be bound by the terms of this Plan of Divisional Merger, including Section 9 and Section 10.

(b) "Aldrich Pump/TTC Secondment Agreement" means a Secondment Agreement in the form attached hereto as Exhibit G, pursuant to which New TTC (TX) will second certain employees to Aldrich Pump (TX).

(c) "Aldrich Pump/TTC Services Agreement" means a Services Agreement in the form attached hereto as Exhibit H, pursuant to which New TTC (TX) will provide certain corporate services to Aldrich Pump (TX).

(d) "Books and Records" means all books, records, files, documents, data, strategic plans, papers, information and correspondence.

(e) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupments, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(f) "Common Interest and Confidentiality Agreement" means a Common Interest and Confidentiality Agreement in the form attached hereto as Exhibit I, pursuant to which each of Aldrich Pump (TX), New TTC (TX), Murray Boiler (TX) and New TUI (TX) will make agreements and covenants with the other parties in order to facilitate the exchange of Common Interest Information without the waiver of any Privilege attaching to such Common Interest Information.

(g) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee, understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(h) "Funding Assignment and Assumption Agreement" means an Assignment and Assumption Agreement in the form attached hereto as Exhibit J, pursuant to which Parent assigns to New TTC (TX), and New TTC (TX) assumes from Parent, Parent's obligations as payor, and Parent is released from its obligations under the Funding Agreement between Parent and the Company.

(i) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(j) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(k) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including those (i) arising or that may arise under any past, present, or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(l) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(m) "Losses" means losses, Liabilities, claims, damages, penalties, fines, judgments, awards, settlements, taxes, fees, costs and expenses, including reasonable attorneys' fees.

(n) "Murray Boiler (TX)" means Murray Boiler LLC, a Texas limited liability company and indirect subsidiary of New TTC (TX).

(o) "New TUI (TX)" means Trane U.S. Inc., a Texas corporation and indirect subsidiary of New TTC (TX).

(p) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(q) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(r) "Privileges" means all privileges or immunities that may be asserted under applicable Law, including the attorney-client privilege, work-product privilege and any other privilege or immunity.

(s) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Plan of Divisional Merger to be duly executed as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

SCHEDULES

to the

PLAN OF DIVISIONAL MERGER

by

TRANE TECHNOLOGIES COMPANY LLC

Dated May 1, 2020

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DEFINED TERMS

In addition to the terms defined elsewhere herein, the following terms have the meanings set forth below:

1. "Intellectual Property" means any and all intellectual property in any jurisdiction throughout the world, whether protected, created or arising under any applicable Law, License or other Contract, or otherwise, including (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements to products, processes, articles of manufacture, compositions of matter, know-how and other things and information, and all patents (including patent applications), including all continuations, divisionals and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexamination and extensions thereof, (b) all copyrights and copyrightable subject matter, all mask work, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications and registrations in connection therewith, along with all reversions, extensions and renewals thereof, (c) trade or service marks, logos, trade names, corporate names, including the name of the Company, rights in telephone numbers and trade dress rights, together with all translations, adaptations, derivations and combinations thereof and including the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof, (d) confidential and proprietary information, including trade secrets and know-how (including ideas, research and development, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all internet domain names, (f) all computer software, programs and code, including assemblers, applets, compilers, source code, object code, development tools, design tools, user interfaces and data, in any form or format, however fixed, (g) all web sites and works of authorship (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, including instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries), (h) registrations and applications for registration of each of the foregoing and all intellectual property rights, (i) all product labels and all formulations and recipes involving products, the products of other Persons or combinations thereof, (j) all other proprietary rights, and (k) all copies and tangible embodiments thereof (in whatever form or medium).

2. "Permits" means any license, permit, product registration, approval, certificate, authorization, certificate of occupancy, authority, qualification or similar document or authority that has been issued or granted by any Person and, in each case, any pending applications for therefor.

OTHER DEFINED TERMS

Each of the following terms is defined in the location set forth opposite such term:

Schedule 5(b)(i)

Aldrich Pump Assets

1. Asbestos Related Contracts and Asbestos Related Insurance Assets.

(a) Contracts. All Contracts of the Company (including rights in respect of settlement offers made to the Company) that (i) relate exclusively to the Asbestos Related Liabilities or (ii) are listed or described on Appendix A to this Schedule 5(b)(i) (such Contracts, the "Asbestos Related Contracts"), and all rights under or in respect of the Asbestos Related Contracts.

(b) Insurance Assets. All individual policies and other insurance related Contracts of the Company that are listed or described on Appendix B to this Schedule 5(b)(i), including those listed on the Policy Annex to Appendix B to this Schedule 5(b)(i) or on the Insurance Contract Annex to Appendix B to this Schedule 5(b)(i) (all such listed or described insurance policies and Contracts, the "Asbestos Related Insurance Assets"), and all rights under or in respect of the Asbestos Related Insurance Assets.

2. Finance Related Property.

(a) Parent Funding Agreement. Funding Agreement, dated May 1, 2020, between Parent, as payor, and the Company, as payee (the "Funding Agreement").

(b) Aldrich Pump Bank Accounts. The bank accounts listed or described on Appendix C to this Schedule 5(b)(i) (the "Aldrich Pump Bank Accounts").

(c) Aldrich Pump Bonds and LOCs. The bonds and letters of credit listed or described on Appendix D to this Schedule 5(b)(i) (the "Aldrich Pump Bonds and LOCs").

(d) Aldrich Pump Cash. The cash in the Aldrich Pump Bank Accounts of the Company as of the Effective Time (the "Aldrich Pump Cash").

3. Aldrich Pump Subsidiary Equity. All of the equity interests of the entities listed or described on Appendix E to this Schedule 5(b)(i) (the "Aldrich Pump Subsidiaries") held by the Company, and all rights in respect of such equity interests, including any rights under the bylaws, limited liability company or operating agreements or other governing documents of the Aldrich Pump Subsidiaries and any Contracts related to the purchase of such equity interests.

4. Aldrich Pump Causes of Action. All Causes of Action of the Company against any Person related in any way to the other Aldrich Pump Assets or the Aldrich Pump Liabilities (including the Asbestos Related Liabilities) and all Proceedings related thereto ("Aldrich Pump Causes of Action"), including all such Causes of Action and Proceedings that seek to hold any Person responsible for the Asbestos Related Liabilities.

5. Aldrich Pump Asset and Aldrich Pump Liability Privileges. All Privileges of the Company attaching to other Aldrich Pump Assets identified in this Schedule 5(b)(i), including

the Aldrich Pump Causes of Action, or any Aldrich Pump Liabilities, including the Asbestos Related Liabilities ("Aldrich Pump Privileges").

6. Records. All of the Books and Records of the Company exclusively related to the other Aldrich Pump Assets identified in this Schedule 5(b)(i) and the Aldrich Pump Liabilities (the "Aldrich Pump Records"), including (a) all records, pleadings, agreements, reports and other Books and Records from or related to any Proceedings involving Asbestos Related Liabilities or Aldrich Pump Causes of Action and (b) any documents and other information that have been gathered, and relevant work product that has been developed, in connection with Asbestos Related Liabilities or Aldrich Pump Causes of Action.

Schedule 5(c)(i)

Aldrich Pump Liabilities

1. Asbestos Related Liabilities.

(a) General. All Liabilities of the Company related in any way to asbestos or asbestos containing materials (other than any such Liabilities for which the exclusive remedy is provided under a workers' compensation statute or act, including the Federal Employers Liability Act and the United States Longshore and Harbor Workers' Compensation Act) ("Asbestos Related Liabilities").

(b) Causes of Action and Proceedings. Without limiting Section 1(a) above, all Liabilities of the Company in respect of all Causes of Action and Proceedings against the Company based upon, arising out of, with respect to or by reason of any Asbestos Related Liabilities, including all such Causes of Action and Proceedings that seek to hold the Company responsible for any Asbestos Related Liabilities by means of indemnity claims.

(c) Settlement Contracts. Without limiting Section 1(a) above, all Liabilities of the Company in respect of settlement Contracts based upon, arising out of, with respect to or by reason of any Asbestos Related Liabilities, including the Liabilities based upon, arising out of, with respect to or by reason of the Contracts described under the heading Settlement Contracts on Appendix A to Schedule (5)(b)(i).

(d) Asbestos Related Contracts and Insurance Assets. Without limiting Section 1(a) above, all Liabilities (including trade accounts payable and obligations to make payments to suppliers and other services providers) of the Company based upon, arising out of, with respect to or by reason of the Asbestos Related Contracts or the Asbestos Related Insurance Assets.

2. Finance Related Liabilities. All Liabilities of the Company based upon, arising out of, with respect to or by reason of:

(a) the Funding Agreement;

(b) the Aldrich Pump Bank Accounts; or

(c) the Aldrich Pump Bonds and LOCs.

3. Aldrich Pump Subsidiary Related Liabilities. All Liabilities of the Company based upon, arising out of, with respect to or by reason of ownership of the Aldrich Pump Subsidiaries.

4. Records Related Liability. All Liabilities of the Company based upon, arising out of, with respect to or by reason of the Aldrich Pump Records.

5. General Liabilities. All other Liabilities of the Company based upon, arising out of, with respect to or by reason of any Aldrich Pump Assets, including any Proceedings with respect thereto.

Exhibit 2

PLAN OF DIVISIONAL MERGER

This PLAN OF DIVISIONAL MERGER (this "Plan of Divisional Merger"), dated as of May 1, 2020, is made by TRANE U.S. INC., a Texas corporation (the "Corporation").

RECITALS

A. The board of directors of the Corporation has (1) approved a divisional merger of the Corporation (the "Divisional Merger") pursuant to the Texas Business Organizations Code, as amended (the "TBOC"), and as defined by TBOC Section 1.002(55)(A), which will result in (a) the cessation of the Corporation's existence, (b) the creation of a new Texas limited liability company named Murray Boiler LLC ("Murray Boiler (TX)"), and (c) the creation of a new Texas corporation named Trane U.S. Inc. ("New TUI (TX)"), in each case as authorized by the TBOC and pursuant to the terms and conditions set forth herein, and (2) recommended to TUI Holdings Inc., a Delaware corporation ("THI"), and Murray Boiler Holdings LLC, a Delaware limited liability company ("MB Holdings", and together with THI, the "Shareholders"), together the record and beneficial owners of 100% of the issued and outstanding shares of capital stock of the Corporation (with THI owning 984 shares of common stock, par value $0.01 per share, of the Corporation ("Corporation Common Stock") and MB Holdings owning 15 shares of Corporation Common Stock, that it approve this Plan of Divisional Merger and the Divisional Merger.

B. In accordance with TBOC Section 21.452(c), the Shareholders have approved this Plan of Divisional Merger and the Divisional Merger.

PLAN

NOW, THEREFORE, for the purpose of setting forth the terms and conditions of the Divisional Merger, the mode of carrying the Divisional Merger into effect and such other details and provisions as are deemed necessary or desirable, the Corporation hereby declares as follows:

1. Name and Organizational Form of Party. The name of the entity that is a party to the Divisional Merger is Trane U.S. Inc., and its organizational form is a Texas corporation.

2. Names and Organizational Form of New Organizations. The following two new organizations will be created by this Plan of Divisional Merger through the Divisional Merger at the Effective Time (as defined below):

NAME	JURISDICTION OF FORMATION	ORGANIZATIONAL FORM
Murray Boiler LLC	Texas	Limited liability company
Trane U.S. Inc.	Texas	Corporation

3. Divisional Merger. The Divisional Merger will be effected by the Corporation filing a Certificate of Divisional Merger in the form attached hereto as Exhibit A (the "Certificate of Divisional Merger") with the Secretary of State of the State of Texas (the "Secretary").

4. Effective Time of Divisional Merger. The Divisional Merger will become effective at the time specified in the Certificate of Divisional Merger (the "Effective Time").

5. Effects of Divisional Merger. The Divisional Merger will have the effects set forth in TBOC Section 10.008. Without limiting the generality of, and subject to, the immediately preceding sentence, at the Effective Time:

(a) the separate existence of the Corporation will cease;

(b) all rights, title and interests to all property of the Corporation will be allocated and vest as follows:

(i) all rights, title and interests to all property of the Corporation listed or described on Schedule 5(b)(i) (collectively, the "Murray Boiler Assets") will be allocated to and vest in Murray Boiler (TX), subject to any existing liens or encumbrances on the Murray Boiler Assets, without reversion or impairment, any further act or deed or any transfer or assignment having occurred; and

(ii) all rights, title and interests to all property of the Corporation other than the Murray Boiler Assets (collectively, the "TUI Assets"), including all property of the Corporation listed or described on Schedule 5(b)(ii), will be allocated to and vest in New TUI (TX), subject to any existing liens or encumbrances on the TUI Assets, without reversion or impairment, any further act or deed or any transfer or assignment having occurred;

(c) all Liabilities (as defined in Section 16) of the Corporation will be allocated as follows:

(i) all Liabilities of the Corporation listed or described on Schedule 5(c)(i) (collectively, the "Murray Boiler Liabilities") will be allocated to Murray Boiler (TX); and

(ii) all Liabilities of the Corporation other than the Murray Boiler Liabilities (the "TUI Liabilities"), including the Liabilities of the Corporation listed or described on Schedule 5(c)(ii), will be allocated to New TUI (TX);

(d) Murray Boiler (TX) and New TUI (TX) will be obligors for the Liabilities of the Corporation as follows:

(i) Murray Boiler (TX) will be the sole obligor for the Murray Boiler Liabilities, and New TUI (TX) will not be liable for the Murray Boiler Liabilities; and

(ii) New TUI (TX) will be the sole obligor for the TUI Liabilities, and Murray Boiler (TX) will not be liable for the TUI Liabilities;

(e) Proceedings by or against the Corporation will be addressed as permitted by TBOC Section 10.008(a)(5); and

(f) each of Murray Boiler (TX) and New TUI (TX) will be formed as provided in Section 6.

6. Certificates of Formation, Limited Liability Company Agreement of Murray Boiler (TX), and Bylaws of New TUI (TX).

(a) Each of the Certificate of Formation of Murray Boiler (TX) attached hereto as Exhibit B (the "Murray Boiler (TX) Certificate of Formation") and the Certificate of Formation of New TUI (TX) attached hereto as Exhibit C (the "New TUI (TX) Certificate of Formation") will be filed with the Secretary along with the Certificate of Divisional Merger and will become effective at the Effective Time; and

(b) The limited liability company agreement of Murray Boiler (TX) will be in the form attached hereto as Exhibit D, and the Bylaws of New TUI (TX) will be in the form attached hereto as Exhibit E.

7. Conversion of Ownership Interests of the Corporation. At the Effective Time, by virtue of the Divisional Merger and without any action on the part of THI:

(a) the 15 shares of Corporation Common Stock owned by MB Holdings will be converted into 100% of the membership interests of Murray Boiler (TX); and

(b) the 984 shares of Corporation Common Stock owned by THI will be converted into 984 shares of common stock, par value $0.01 per share, of New TUI (TX), constituting 100% of the issued and outstanding shares of capital stock of New TUI (TX).

8. Dissenting Shares. The Divisional Merger will not create any dissenters' rights or rights of appraisal.

9. Further Actions; Indemnification.

(a) If at any time following the Effective Time Murray Boiler (TX) or New TUI (TX) determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Murray Boiler (TX) or New TUI (TX) the title to any property of the Corporation, Murray Boiler (TX) and New TUI (TX) will take such action as may be necessary or desirable to vest title to such property in Murray Boiler (TX) or New TUI (TX) as provided in Section 5, and otherwise carry out the purposes of this Plan of Divisional Merger. If at any time following the Effective Time Murray Boiler (TX) or New TUI (TX) determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Murray Boiler (TX) or New TUI (TX) with respect to the Liabilities of the Corporation, Murray Boiler (TX) and New TUI (TX) will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5, and otherwise to carry out the purposes of this Plan of Divisional Merger.

(b) Murray Boiler (TX) will indemnify and hold harmless New TUI (TX) and each of its affiliates from and against all Losses (as defined in Section 16) (or

Proceedings in respect thereof) to which New TUI (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (i) a claim in respect of any Murray Boiler Assets or Murray Boiler Liabilities or (ii) reimbursement or other obligations of New TUI (TX) or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by New TUI (TX) or any of its affiliates in connection with Proceedings in respect of any Murray Boiler Liabilities. New TUI (TX) will indemnify and hold harmless Murray Boiler (TX) and each of its affiliates from and against all Losses (or Proceedings in respect thereof) to which Murray Boiler (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to a claim in respect of (A) any Liabilities under any Asbestos Related Contracts (as defined on Schedule 5(b)(i)) or Asbestos Related Insurance Assets (as defined on Schedule 5(b)(i)) that are not Asbestos Related Liabilities (as defined on Schedule 5(c)(i)) or (B) any TUI Assets or TUI Liabilities.

10. Tax, Accounting, Legal and Insurance Matters.

(a) The Corporation is a C-corporation for U.S. federal income tax purposes, and immediately following the Divisional Merger, each of MB Holdings and Murray Boiler (TX) will be a disregarded entity for U.S. federal income tax purposes and New TUI (TX) will be a C-corporation for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to the Corporation will be used by New TUI (TX) as its EIN. Murray Boiler (TX) will obtain a new EIN, if and when it is required by Law (as defined in Section 16).

(b) The property and Liabilities of the Corporation will be recorded on the books of Murray Boiler (TX) or New TUI (TX) as appropriate and consistent with Section 5, depending on which of them is allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of the Corporation immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

(c) The Corporation intends for Murray Boiler (TX) and New TUI (TX) to, and Murray Boiler (TX) and New TUI (TX) will and will be deemed to, share a common interest with regard to Books and Records (as defined in Section 16) and other information (whether written or oral) to which any of the Privileges (as defined in Section 16) of the Corporation, including the Murray Boiler Privileges (as defined on Schedule 5(b)(i)), attach (the "Common Interest Information"). The Corporation desires and intends that the exchange of Common Interest Information among Murray Boiler (TX), New TUI (TX) and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Following the Effective Time, Murray Boiler (TX) and New TUI (TX) will take such further actions as either of them determines are necessary or advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

(d) (i) To the extent an insurance policy allocated to New TUI (TX) pursuant to Section 5 (a "TUI Policy") provides potential coverage for Murray Boiler Liabilities:

(A) New TUI (TX) will use commercially reasonable efforts to pursue, at Murray Boiler (TX)'s cost, coverage under such TUI Policy for such Murray Boiler Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Murray Boiler (TX) will fully cooperate in such efforts;

(B) if New TUI (TX) receives payments under such TUI Policy that are specifically paid for Murray Boiler Liabilities, New TUI (TX) will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Murray Boiler (TX) or otherwise cause an equivalent amount to be paid to Murray Boiler (TX);

(C) if (x) New TUI (TX) receives payments under such TUI Policy that are both for Murray Boiler Liabilities and TUI Liabilities, (y) such payments are not specifically allocated by the insurer between Murray Boiler Liabilities and TUI Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Murray Boiler (TX) and New TUI (TX) will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (1) the dollar value of claims submitted to the insurer for such Murray Boiler Liabilities and TUI Liabilities, respectively, (2) any coverage position taken by the insurer regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively, (3) applicable Law regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively, and (4) the advice of any outside counsel involved in pursuing coverage for claims for such Murray Boiler Liabilities and TUI Liabilities; and

(D) if New TUI (TX) pursues insurance coverage under such TUI Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Murray Boiler Liabilities, New TUI (TX) will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided*, *however*, that Murray Boiler (TX) shall have the right (1) to be kept informed thereof and (2) to approve any settlement of claims for any Murray Boiler Liabilities, such consent not to be unreasonably delayed or withheld.

(ii) Except as provided in this Plan of Divisional Merger or in the Murray Boiler/TUI Divisional Merger Support Agreement, New TUI (TX) shall not take any action with respect to any Asbestos Related Insurance Asset.

11. Certain Agreements of Murray Boiler (TX) and New TUI (TX). Immediately following the effectiveness of the Divisional Merger:

(a) Murray Boiler (TX) will deliver to New TUI (TX) each of the following:

(i) Funding Assignment and Assumption Agreement, duly executed by Murray Boiler (TX);

(ii) Common Interest and Confidentiality Agreement, duly executed by Murray Boiler (TX);

(iii) Murray Boiler/TUI Divisional Merger Support Agreement, duly executed by Murray Boiler (TX);

(iv) Murray Boiler/TTC Services Agreement, duly executed by Murray Boiler (TX) and Aldrich Pump (TX); and

(v) Murray Boiler/TTC Secondment Agreement, duly executed by Murray Boiler (TX).

(b) New TUI (TX) will deliver to Murray Boiler (TX) each of the following:

(i) Funding Assignment and Assumption Agreement, duly executed by New TUI (TX) and THI;

(ii) Common Interest and Confidentiality Agreement, duly executed by New TUI (TX), Aldrich Pump (TX) and New TTC (TX);

(iii) Murray Boiler/TUI Divisional Merger Support Agreement, duly executed by New TUI (TX);

(iv) Murray Boiler/TTC Services Agreement, duly executed by New TTC (TX); and

(v) Murray Boiler/TTC Secondment Agreement, duly executed by New TTC (TX) and Aldrich Pump (TX).

12. Governing Law. This Plan of Divisional Merger will be governed by, and construed in accordance with, the Laws of the State of Texas, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

13. Amendment and Waiver. Prior to the Effective Time, this Plan of Divisional Merger may not be amended or modified, and no provision of this Plan of Divisional Merger may be waived, except, in each case, in a writing executed by the Corporation. From and after the Effective Time, this Plan of Divisional Merger may not be amended or modified, and no provision of this Plan of Divisional Merger may be waived, except, in each case, in a writing executed by Murray Boiler (TX) and New TUI (TX).

14. Termination. This Plan of Divisional Merger may be terminated and the Divisional Merger abandoned at any time prior to the Effective Time by action of the directors or officers of the Corporation, and, if any of the Certificate of Divisional Merger, the Murray Boiler (TX) Certificate of Formation or the New TUI (TX) Certificate of Formation have been filed but the Effective Time has not occurred, by filing with the Secretary one or more certificates of abandonment, as applicable. In the event of termination of this Plan of Divisional Merger and abandonment of the Divisional Merger, then this Plan of Divisional Merger will be void and of no further force or effect without liability on the part of any Person (as defined in Section 16).

15. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan of Divisional Merger. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Plan of Divisional Merger, refer to this Plan of Divisional Merger as a whole and not to any particular provision of this Plan of Divisional Merger. Any reference herein to any Law or Contract (as defined in Section 16) will be construed as referring to such Law or Contract as amended or modified or, in the case of a Law, codified or reenacted, in each case, in whole or in part, and as in effect from time to time. Unless specifically stated otherwise, all references to Sections, Schedules or Exhibits are to the Sections, Schedules and Exhibits of or to this Plan of Divisional Merger.

16. Definitions. Capitalized terms that are used in this Plan of Divisional Merger, including the Schedules, but that are not otherwise defined herein or in the Schedules have the following meanings:

(a) "Aldrich Pump (TX)" means Aldrich Pump LLC, a Texas limited liability company and affiliate of New TTC (TX).

(b) "Books and Records" means all books, records, files, documents, data, strategic plans, papers, information and correspondence.

(c) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupments, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(d) "Common Interest and Confidentiality Agreement" means a Common Interest and Confidentiality Agreement in the form attached hereto as Exhibit F, pursuant to which each of Murray Boiler (TX), New TUI (TX), Aldrich Pump (TX) and New TTC (TX) will make agreements and covenants with the other parties in order to facilitate the exchange of Common Interest Information without the waiver of any Privilege attaching to such Common Interest Information.

(e) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee,

understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(f) "Funding Assignment and Assumption Agreement" means an Assignment and Assumption Agreement in the form attached hereto as Exhibit G, pursuant to which THI assigns to New TUI (TX), and New TUI (TX) assumes from THI, THI' obligations as payor, and THI is released from its obligations under the Funding Agreement between THI and the Corporation.

(g) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(h) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(i) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including those (i) arising or that may arise under any past, present, or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(j) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(k) "Losses" means losses, Liabilities, claims, damages, penalties, fines, judgments, awards, settlements, taxes, fees, costs and expenses, including reasonable attorneys' fees.

(l) "Murray Boiler/TUI Divisional Merger Support Agreement" means a Divisional Merger Support Agreement in the form attached hereto as Exhibit H, pursuant to which each of Murray Boiler (TX) and New TUI (TX) will agree to be bound by the terms of this Plan of Divisional Merger, including Section 9 and Section 10.

(m) "Murray Boiler/TTC Secondment Agreement" means a Secondment Agreement in the form attached hereto as Exhibit I, pursuant to which New TTX (TX) will second certain employees to Murray Boiler (TX).

(n) "Murray Boiler/TTC Services Agreement" means a Services Agreement in the form attached hereto as Exhibit J, pursuant to which New TTC (TX) will provide certain corporate services to Murray Boiler (TX).

(o) "New TTC (TX)" means Trane Technologies Company LLC, a Texas limited liability company and indirect parent of New TUI (TX).

(p) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(q) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(r) "Privileges" means all privileges or immunities that may be asserted under applicable Law, including the attorney-client privilege, work-product privilege and any other privilege or immunity.

(s) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Plan of Divisional Merger to be duly executed as of the date first written above.

TRANE U.S. INC., a Texas corporation

By: _____
Evan M. Turtz
Vice President and Secretary

SCHEDULES

to the

PLAN OF DIVISIONAL MERGER

by

TRANE U.S. INC.

Dated May 1, 2020

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DEFINED TERMS

In addition to the terms defined elsewhere herein, the following terms have the meanings set forth below:

1. "Intellectual Property" means any and all intellectual property in any jurisdiction throughout the world, whether protected, created or arising under any applicable Law, License or other Contract, or otherwise, including (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements to products, processes, articles of manufacture, compositions of matter, know-how and other things and information, and all patents (including patent applications), including all continuations, divisionals and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexamination and extensions thereof, (b) all copyrights and copyrightable subject matter, all mask work, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications and registrations in connection therewith, along with all reversions, extensions and renewals thereof, (c) trade or service marks, logos, trade names, corporate names, including the name of the Company, rights in telephone numbers and trade dress rights, together with all translations, adaptations, derivations and combinations thereof and including the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof, (d) confidential and proprietary information, including trade secrets and know-how (including ideas, research and development, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) all internet domain names, (f) all computer software, programs and code, including assemblers, applets, compilers, source code, object code, development tools, design tools, user interfaces and data, in any form or format, however fixed, (g) all web sites and works of authorship (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, including instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries), (h) registrations and applications for registration of each of the foregoing and all intellectual property rights, (i) all product labels and all formulations and recipes involving products, the products of other Persons or combinations thereof, (j) all other proprietary rights, and (k) all copies and tangible embodiments thereof (in whatever form or medium).

2. "Permits" means any license, permit, product registration, approval, certificate, authorization, certificate of occupancy, authority, qualification or similar document or authority that has been issued or granted by any Person and, in each case, any pending applications for therefor.

OTHER DEFINED TERMS

Each of the following terms is defined in the location set forth opposite such term:

Schedule 5(b)(i)

Murray Boiler Assets

1. Asbestos Related Contracts and Asbestos Related Insurance Assets.

(a) Contracts. All Contracts of the Company (including rights in respect of settlement offers made to the Company) that (i) relate exclusively to the Asbestos Related Liabilities or (ii) are listed or described on Appendix A to this Schedule 5(b)(i) (such Contracts, the "Asbestos Related Contracts"), and all rights under or in respect of the Asbestos Related Contracts.

(b) Insurance Assets. All individual policies and other insurance related Contracts of the Company that are listed or described on Appendix B to this Schedule 5(b)(i), including those listed on the Policy Annex to Appendix B to this Schedule 5(b)(i) or on the Insurance Contract Annex to Appendix B to this Schedule 5(b)(i) (all such listed or described insurance policies and Contracts, the "Asbestos Related Insurance Assets"), and all rights under or in respect of the Asbestos Related Insurance Assets.

2. Finance Related Property.

(a) Holdings Funding Agreement. Funding Agreement, dated May 1, 2020, between Holdings, as payor, and the Company, as payee (the "Funding Agreement").

(b) Murray Boiler Bank Accounts. The bank accounts listed or described on Appendix C to this Schedule 5(b)(i) (the "Murray Boiler Bank Accounts").

(c) Murray Boiler Bonds and LOCs. The bonds and letters of credit listed or described on Appendix D to this Schedule 5(b)(i) (the "Murray Boiler Bonds and LOCs").

(d) Murray Boiler Cash. The cash in the Murray Boiler Bank Accounts of the Company as of the Effective Time (the "Murray Boiler Cash").

3. Murray Boiler Subsidiary Equity. All of the equity interests of the entities listed or described on Appendix E to this Schedule 5(b)(i) (the "Murray Boiler Subsidiaries") held by the Company, and all rights in respect of such equity interests, including any rights under the limited liability company or operating agreements or other governing documents of the Murray Boiler Subsidiaries and any Contracts related to the purchase of such equity interests.

4. Murray Boiler Causes of Action. All Causes of Action of the Company against any Person related in any way to the other Murray Boiler Assets or the Murray Boiler Liabilities (including the Asbestos Related Liabilities) and all Proceedings related thereto ("Murray Boiler Causes of Action"), including all such Causes of Action and Proceedings that seek to hold any Person responsible for the Asbestos Related Liabilities.

5. Murray Boiler Asset and Murray Boiler Liability Privileges. All Privileges of the Company attaching to other Murray Boiler Assets identified in this Schedule 5(b)(i), including

the Murray Boiler Causes of Action, or any Murray Boiler Liabilities, including the Asbestos Related Liabilities ("Murray Boiler Privileges").

6. Records. All of the Books and Records of the Company exclusively related to the other Murray Boiler Assets identified in this Schedule 5(b)(i) and the Murray Boiler Liabilities (the "Murray Boiler Records"), including (a) all records, pleadings, agreements, reports and other Books and Records from or related to any Proceedings involving Asbestos Related Liabilities or Murray Boiler Causes of Action and (b) any documents and other information that have been gathered, and relevant work product that has been developed, in connection with Asbestos Related Liabilities or Murray Boiler Causes of Action.

Schedule 5(c)(i)

Murray Boiler Liabilities

1. Asbestos Related Liabilities.

(a) General. All Liabilities of the Company related in any way to asbestos or asbestos containing materials (other than any such Liabilities for which the exclusive remedy is provided under a workers' compensation statute or act, including the Federal Employers Liability Act and the United States Longshore and Harbor Workers' Compensation Act) ("Asbestos Related Liabilities").

(b) Causes of Action and Proceedings. Without limiting Section 1(a) above, all Liabilities of the Company in respect of all Causes of Action and Proceedings against the Company based upon, arising out of, with respect to or by reason of any Asbestos Related Liabilities, including all such Causes of Action and Proceedings that seek to hold the Company responsible for any Asbestos Related Liabilities by means of indemnity claims.

(c) Settlement Contracts. Without limiting Section 1(a) above, all Liabilities of the Company in respect of settlement Contracts based upon, arising out of, with respect to or by reason of any Asbestos Related Liabilities, including the Liabilities based upon, arising out of, with respect to or by reason of the Contracts described under the heading Settlement Contracts on Appendix A to Schedule (5)(b)(i).

(d) Asbestos Related Contracts and Insurance Assets. Without limiting Section 1(a) above, all Liabilities (including trade accounts payable and obligations to make payments to suppliers and other services providers) of the Company based upon, arising out of, with respect to or by reason of the Asbestos Related Contracts or the Asbestos Related Insurance Assets.

2. Finance Related Liabilities. All Liabilities of the Company based upon, arising out of, with respect to or by reason of:

(a) the Funding Agreement;

(b) the Murray Boiler Bank Accounts; or

(c) the Murray Boiler Bonds and LOCs.

3. Murray Boiler Subsidiary Related Liabilities. All Liabilities of the Company based upon, arising out of, with respect to or by reason of ownership of the Murray Boiler Subsidiaries.

4. Records Related Liability. All Liabilities of the Company based upon, arising out of, with respect to or by reason of the Murray Boiler Records.

5. General Liabilities. All other Liabilities of the Company based upon, arising out of, with respect to or by reason of any Murray Boiler Assets, including any Proceedings with respect thereto.

Exhibit 3

AMENDED AND RESTATED

DIVISIONAL MERGER SUPPORT AGREEMENT

This AMENDED AND RESTATED DIVISIONAL MERGER SUPPORT AGREEMENT (this "Agreement"), dated as of May 1, 2020, is made by and between ALDRICH PUMP LLC, a North Carolina limited liability company ("Aldrich Pump"), and TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company ("TTC").

RECITALS

A. On the date hereof, but prior to the execution of this Agreement, Trane Technologies Company LLC, a Texas limited liability company ("TTC (TX)"), effected a divisional merger (the "Divisional Merger") in accordance with the Texas Business Organizations Code (the "TBOC").

B. The Plan of Divisional Merger of TTC (TX), dated the date hereof (the "Plan of Divisional Merger"), contemplated, among other things, that, upon the effectiveness of the Divisional Merger, two new Texas limited liability companies, Aldrich Pump LLC ("Aldrich Pump (TX)") and Trane Technologies Company LLC ("New TTC (TX)"), would be created in accordance with the TBOC.

C. Immediately following the effectiveness of the Divisional Merger and the creation of Aldrich Pump (TX) and New TTC(TX), Aldrich Pump (TX) and New TTC (TX) executed and delivered a divisional merger support agreement (the "Original Agreement") as contemplated by the Plan of Divisional Merger.

D. Following the execution and delivery of the Original Agreement, (1) Aldrich Pump (TX) effected a conversion (the "NC Conversion") into Aldrich Pump, a North Carolina limited liability company, and (2) New TTC(TX) effected a conversion (the "DE Conversion") into TTC, a Delaware limited liability company.

E. Aldrich Pump and TTC desire to amend and restate the Original Agreement so as to reflect that the NC Conversion and the DE Conversion have occurred and that Aldrich Pump, now a North Carolina limited liability company, and TTC, now a Delaware limited liability company, are the parties to such agreement.

AGREEMENT

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

1. Definitions. Capitalized terms that are used in this Agreement, but that are not otherwise defined herein, have the meaning ascribed to them in the Plan of Divisional Merger, including the Schedules to the Plan of Divisional Merger.

2. Further Actions. If at any time Aldrich Pump or TTC determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Aldrich Pump or TTC the title to any property of TTC (TX), Aldrich Pump and TTC

will take such action as may be necessary or desirable to vest title to such property in Aldrich Pump or TTC as provided in Section 5 of the Plan of Divisional Merger, and otherwise carry out the purposes of the Plan of Divisional Merger. If at any time Aldrich Pump or TTC determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Aldrich Pump or TTC with respect to the Liabilities of TTC (TX), Aldrich Pump and TTC will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5 of the Plan of Divisional Merger, and otherwise to carry out the purposes of the Plan of Divisional Merger.

3. Indemnification. Aldrich Pump will indemnify and hold harmless TTC and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which TTC or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (a) a claim in respect of any Aldrich Pump Assets or Aldrich Pump Liabilities or (b) reimbursement or other obligations of TTC or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by TTC or any of its affiliates in connection with Proceedings in respect of any Aldrich Pump Liabilities. TTC will indemnify and hold harmless Aldrich Pump and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which Aldrich Pump or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof), relate in any way to a claim in respect of (i) any Liabilities under any Asbestos Related Contracts or Asbestos Related Insurance Assets that are not Asbestos Related Liabilities or (ii) any TTC Assets or TTC Liabilities.

4. Tax Matters. TTC (TX) was a disregarded entity for U.S. federal income tax purposes, and each of Aldrich Pump and TTC is a disregarded entity for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to TTC (TX) for purposes other than federal income tax will be used by TTC as its EIN for such purposes. Aldrich Pump will obtain a new EIN, if and when it is required by Law.

5. Accounting Matters. The property and Liabilities of TTC (TX) will be initially recorded on the books of Aldrich Pump or TTC as appropriate and consistent with Section 5 of the Plan of Divisional Merger, depending on which of them was allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of TTC (TX) immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

6. Legal Matters. Aldrich Pump and TTC will, and will be deemed to, share a common interest with regard to Books and Records and other information (whether written or oral) to which any of the Privileges of TTC (TX), including the Aldrich Pump Privileges, attach (the "Common Interest Information"). Aldrich Pump and TTC desire and intend that the exchange of Common Interest Information among Aldrich Pump, TTC and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Aldrich Pump and TTC will take such further actions as either of them determines are necessary or

advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

7. Insurance Matters. (a) To the extent an insurance policy allocated to TTC pursuant to Section 5 of the Plan of Divisional Merger (a "TTC Policy") provides potential coverage for Aldrich Pump Liabilities:

i. TTC will use commercially reasonable efforts to pursue, at Aldrich Pump's cost, coverage under such TTC Policy for such Aldrich Pump Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Aldrich Pump will fully cooperate in such efforts;

ii. if TTC receives payments under such TTC Policy that are specifically paid for Aldrich Pump Liabilities, TTC will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Aldrich Pump or otherwise cause an equivalent amount to be paid to Aldrich Pump;

iii. if (x) TTC receives payments under such TTC Policy that are both for Aldrich Pump Liabilities and TTC Liabilities, (y) such payments are not specifically allocated by the insurer between Aldrich Pump Liabilities and TTC Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Aldrich Pump and TTC will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (A) the dollar value of claims submitted to the insurer for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (B) any coverage position taken by the insurer regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (C) applicable Law regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively and (D) the advice of any outside counsel involved in pursuing coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities; and

iv. if TTC pursues insurance coverage under such TTC Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Aldrich Pump Liabilities, TTC will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided*, *however*, that Aldrich Pump shall have the right (A) to be kept informed of such proceeding and (B) to approve any settlement of claims for any Aldrich Pump Liabilities, such consent not to be unreasonably delayed or withheld.

(b) Except as provided in the Plan of Divisional Merger or in this Agreement TTC shall not take any action with respect to any Asbestos Related Insurance Asset.

8. Notices. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed given to Aldrich Pump or TTC, 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 Aldrich Pump or TTC, as applicable, may designate by notice to the other party):

if to Aldrich Pump:	Aldrich Pump LLC 800-E Beaty Street Davidson, North Carolina Attention: Amy Roeder, Chief Financial Officer and Treasurer Email: amy_roeder@tranetechnologies.com
if to TTC:	Trane Technologies Company LLC 800-E Beaty Street Davidson, North Carolina Attention: Richard E. Daudelin, Treasurer Email: richard_daudelin@tranetechnologies.com

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

10. Successors Bound. Except as otherwise provided in Section 3 above, this Agreement will benefit and bind only Aldrich Pump and TTC and their respective successors and permitted assigns.

11. Assignment. Neither Aldrich Pump nor TTC may assign or transfer this Agreement without the prior written consent of the other party.

12. Invalidity. The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity or enforceability of any other provision.

13. 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 Aldrich Pump or TTC.

14. 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 Texas (without regard to conflicts of laws provisions).

15. Entire Agreement. This Agreement constitutes the entire agreement between Aldrich Pump and TTC relating to the subject matter hereof and supersedes, in its entirety, the Original Agreement.

16. Amendment. This Agreement may only be amended or supplemented, in each case, by a writing executed by Aldrich Pump and TTC.

17. 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.

ALDRICH PUMP LLC, a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company

By: _____
Richard E. Daudelin
Treasurer

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

ALDRICH PUMP LLC, a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company

By: _____
Richard E. Daudelin
Treasurer

Exhibit 4

AMENDED AND RESTATED

DIVISIONAL MERGER SUPPORT AGREEMENT

This AMENDED AND RESTATED DIVISIONAL MERGER SUPPORT AGREEMENT (this "Agreement"), dated as of May 1, 2020, is made by and between MURRAY BOILER LLC, a North Carolina limited liability company ("Murray Boiler"), and TRANE U.S. INC., a Delaware corporation ("New TUI").

RECITALS

A. On the date hereof, but prior to the execution of this Agreement, Trane U.S. Inc. a Texas corporation ("TUI (TX)"), effected a divisional merger (the "Divisional Merger") in accordance with the Texas Business Organizations Code (the "TBOC").

B. The Plan of Divisional Merger of Trane U.S. Inc., a Texas corporation, dated the date hereof (the "Plan of Divisional Merger"), contemplated, among other things, that, upon the effectiveness of the Divisional Merger, a new Texas limited liability company, Murray Boiler LLC ("Murray Boiler (TX)"), and a new Texas corporation, Trane U.S. Inc. ("New TUI (TX)"), would be created in accordance with the TBOC.

C. Immediately following the effectiveness of the Divisional Merger and the creation of Murray Boiler (TX) and New TUI (TX), Murray Boiler (TX) and New TUI (TX) executed and delivered a divisional merger support agreement (the "Original Agreement") as contemplated by the Plan of Divisional Merger.

D. Following the execution and delivery of the Original Agreement, (1) Murray Boiler (TX) effected a conversion (the "NC Conversion") into Murray Boiler, a North Carolina limited liability company, and (2) New TUI (TX) effected a conversion (the "DE Conversion") into New TUI, a Delaware corporation.

E. Murray Boiler and New TUI desire to amend and restate the Original Agreement so as to reflect that the NC Conversion and the DE Conversion have occurred and that Murray Boiler, now a North Carolina limited liability company, and New TUI, now a Delaware corporation, are the parties to such agreement.

AGREEMENT

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

1. Definitions. Capitalized terms that are used in this Agreement, but that are not otherwise defined herein, have the meaning ascribed to them in the Plan of Divisional Merger, including the Schedules to the Plan of Divisional Merger.

2. Further Actions. If at any time Murray Boiler or New TUI determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Murray Boiler or New TUI the title to any property of TUI (TX), Murray Boiler and New TUI will take such action as may be necessary or desirable to vest title to such property in

Murray Boiler or New TUI as provided in Section 5 of the Plan of Divisional Merger, and otherwise carry out the purposes of the Plan of Divisional Merger. If at any time Murray Boiler or New TUI determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Murray Boiler or New TUI with respect to the Liabilities of TUI (TX), Murray Boiler and New TUI will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5 of the Plan of Divisional Merger, and otherwise to carry out the purposes of the Plan of Divisional Merger.

3. Indemnification. Murray Boiler will indemnify and hold harmless New TUI and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which New TUI or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (a) a claim in respect of any Murray Boiler Assets or Murray Boiler Liabilities or (b) reimbursement or other obligations of New TUI or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by New TUI or any of its affiliates in connection with Proceedings in respect of any Murray Boiler Liabilities. New TUI will indemnify and hold harmless Murray Boiler and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which Murray Boiler or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof), relate in any way to a claim in respect of (i) any Liabilities under any Asbestos Related Contracts or Asbestos Related Insurance Assets that are not Asbestos Related Liabilities or (ii) any TUI Assets or TUI Liabilities.

4. Tax Matters. TUI (TX) was a C-corporation for U.S. federal income tax purposes, Murray Boiler is a disregarded entity for U.S. federal income tax purposes and New TUI is a C-corporation for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to TUI (TX) will be used by New TUI as its EIN. Murray Boiler will obtain a new EIN, if and when it is required by Law.

5. Accounting Matters. The property and Liabilities of TUI (TX) will be initially recorded on the books of Murray Boiler or New TUI as appropriate and consistent with Section 5 of the Plan of Divisional Merger, depending on which of them was allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of TUI (TX) immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

6. Legal Matters. Murray Boiler and New TUI will, and will be deemed to, share a common interest with regard to Books and Records and other information (whether written or oral) to which any of the Privileges of TUI (TX), including the Murray Boiler Privileges, attach (the "Common Interest Information"). Murray Boiler and New TUI desire and intend that the exchange of Common Interest Information among Murray Boiler, New TUI and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Murray Boiler and New TUI will take such further actions as either of them determines are necessary or advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

7. Insurance Matters. (a) To the extent an insurance policy allocated to New TUI pursuant to Section 5 of the Plan of Divisional Merger (a "TUI Policy") provides potential coverage for Murray Boiler Liabilities:

(i) New TUI will use commercially reasonable efforts to pursue, at Murray Boiler's cost, coverage under such TUI Policy for such Murray Boiler Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Murray Boiler will fully cooperate in such efforts;

(ii) if New TUI receives payments under such TUI Policy that are specifically paid for Murray Boiler Liabilities, New TUI will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Murray Boiler or otherwise cause an equivalent amount to be paid to Murray Boiler;

(iii) if (x) New TUI receives payments under such TUI Policy that are both for Murray Boiler Liabilities and TUI Liabilities, (y) such payments are not specifically allocated by the insurer between Murray Boiler Liabilities and TUI Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Murray Boiler and New TUI will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (A) the dollar value of claims submitted to the insurer for such Murray Boiler Liabilities and TUI Liabilities, respectively, (B) any coverage position taken by the insurer regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively, (C) applicable Law regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively and (D) the advice of any outside counsel involved in pursuing coverage for claims for such Murray Boiler Liabilities and TUI Liabilities; and

(iv) if New TUI pursues insurance coverage under such TUI Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Murray Boiler Liabilities, New TUI will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided*, *however*, that Murray Boiler shall have the right (A) to be kept informed of such proceeding and (B) to approve any settlement of claims for any Murray Boiler Liabilities, such consent not to be unreasonably delayed or withheld.

(b) Except as provided in the Plan of Divisional Merger or in this Agreement, New TUI shall not take any action with respect to any Asbestos Related Insurance Asset.

8. Notices. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed given to Murray Boiler or New TUI, 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 Murray Boiler or New TUI, as applicable, may designate by notice to the other party):

if to Murray Boiler:	Murray Boiler LLC 800-E Beaty Street Davidson, North Carolina Attention: Amy Roeder, Chief Financial Officer and Treasurer Email: amy_roeder@tranetechnologies.com
if to New TUI:	Trane U.S. Inc. 800-E Beaty Street Davidson, North Carolina Attention: Richard E. Daudelin, Treasurer Email: richard_daudelin@tranetechnologies.com

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

10. Successors Bound. Except as otherwise provided in Section 3 above, this Agreement will benefit and bind only Murray Boiler and New TUI and their respective successors and permitted assigns.

11. Assignment. Neither Murray Boiler nor New TUI may assign or transfer this Agreement without the prior written consent of the other party.

12. Invalidity. The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity or enforceability of any other provision.

13. 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 Murray Boiler or New TUI.

14. 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 Texas (without regard to conflicts of laws provisions).

15. Entire Agreement. This Agreement constitutes the entire agreement between Murray Boiler and New TUI relating to the subject matter hereof and supersedes, in its entirety, the Original Agreement.

16. Amendment. This Agreement may only be amended or supplemented, in each case, by a writing executed by Murray Boiler and New TUI.

17. 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.

MURRAY BOILER LLC, a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

TRANE U.S. INC., a Delaware corporation

By: _____
Richard E. Daudelin
Treasurer

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

MURRAY BOILER LLC, a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

TRANE U.S. INC., a Delaware corporation

By: _____
Richard E. Daudelin
Treasurer

Exhibit 5

IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

MICHAEL R. KOZLOW and SANDRA W. KOZLOW,

Plaintiffs,

vs.

AJAX MAGNETHERMIC CORPORATION;

AK STEEL CORPORATION, successor-by-merger to Armco, Inc.;

ALLEGHENY LUDLUM, Individually and as successor-in-interest to Jessop Steel;

APEX OIL COMPANY, INC.;

ARCONIC INC., f/k/a Alcoa Inc. and as successor-in-interest to The Reynolds Metal Company;

ASSOCIATED CERAMICS & TECHNOLOGY, INC.;

BURNHAM, LLC;

CARBONE OF AMERICA INDUSTRIES CORPORATION, f/k/a Mersen USA St. Mary's-PA Corp successor-in-interest to Stackpole Carbon Company;

CARPENTER TECHNOLOGY CORPORATION f/k/a Carpenter Steel Company;

CATERPILLAR, INC.;

CENTURY ALUMINUM OF WEST VIRGINIA, INC., f/k/a Ravenswood Aluminum Corporation;

Cause No. 19 L 1521

CMI INDUSTRY AMERICAS, INC., Individually and as successor-in-interest to CMI EFCO, Inc. formerly known as The Electric Furnace Company;

CNH INDUSTRIAL AMERICA LLC f/k/a CNH America LLC f/k/a CASE CORPORATION, Individually and including its brand Fiatallis;

COLFAX CORPORATION, Individually and successor-in-interest to Victor Technologies f/k/a Thermadyne Industries, Inc., successor-in-interest to Stoody Company, successor-in-interest to Cabot Corporation;

CORELLE BRANDS LLC;

CORNING INCORPORATED;

COUNTRYMARK REFINING AND LOGISTICS, LLC;

CRANE CO.;

CUMMINS, INC.;

DEERE & COMPANY;

DOW SILICONES CORPORATION;

DU-CO CERAMICS COMPANY;

E.I. DU PONT DE NEMOURS AND COMPANY;

ECLIPSE, INC., Individually and as successor-in-interest to Eclipse Lookout Co., successor-in-interest to Lookout Boiler and Manufacturing Company;

ELECTRALLOY CORPORATION;

ELLWOOD CITY FORGE COMPANY;

ELLWOOD CITY FORGE GROUP;

FMC CORPORATION;

FOSTER WHEELER ENERGY CORPORATION;

GARDNER DENVER, INC., **Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC)**;

GENERAL ELECTRIC COMPANY;

GLAS-COL, L.L.C.;

HARROP INDUSTRIES, INC.;

HEATCRAFT INC.;

HONEYWELL INTERNATIONAL, INC., Individually and as successor to AlliedSignal, Inc. and The Bendix Corporation;

INDIANA METAL TREATING INC.;

INDUCTOTHERM CORP.;

INDUSTRIAL HOLDINGS CORPORATION f/k/a The Carborundum Company;

JOHN CRANE, INC.;

JOHNSTOWN AXLE WORKS;

KAISER GYPSUM COMPANY, INC.;

KASGRO RAIL CORP.;

LATROBE STEEL WORKS;

LENNOX INTERNATIONAL INC., Individually and its subsidiary Heatcraft Inc.;

LIMKIEN CORPORATION, f/k/a and d/b/a Unitherm Furnace Corporation;

MARLEY-WYLAIN COMPANY, THE;

MATERION CORPORATION, Individually and as successor-in-interest to Brush Engineered Materials, Inc., successor-in-interest to Brush Wellman Inc.;

MCKAMISH, INC.;

METROPOLITAN LIFE INSURANCE COMPANY;

NAC CARBON PRODUCTS INC.;

NEWELL – PSN, LLC;

NL INDUSTRIES, INC., f/k/a National Lead Company;

NOOTER CORPORATION;

NORTH AMERICAN FORGEMASTERS COMPANY;

NORTH AMERICAN MANUFACTURING COMPANY, THE;

OLIN CORPORATION, Individually and as successor-in-interest to Bridgeport Brass Corporation;

PENNSYLVANIA POWER COMPANY;

PNEUMO ABEX LLC, Individually and as successor-by-merger to Pneumo Abex Corporation, successor-in-interest to Abex Corporation, f/k/a American Brake Shoe Company, f/k/a American Brake Shoe and Foundry Company including the American Brakeblock Division, successor-by-merger to the American Brake Shoe and Foundry Company and The American Brakeblock Corporation, f/k/a The American Brake Materials Corporation;

PPG INDUSTRIES, INC.;

RADIAC ABRASIVES, INC.;

RESCO PRODUCTS, INC., Individually and as successor-in-interest to Shenango Advanced Ceramics, LLC;

RILEY POWER, INC.;

RUST CONSTRUCTORS INC.;

SECO WARWICK CORPORATION, Individually and as successor-in-interest to Sunbeam furnaces;

SHELL OIL COMPANY;

SPANG & COMPANY, Individually and for its Magnetics Division;

SPRINKMANN SONS CORPORATION;

SPX CORPORATION, Individually and as successor-in-interest to General Signal Corporation, successor-in-interest to Dowzer Electric;

STANDARD CAR TRUCK COMPANY, Individually and as successor-in-interest to Harbor Brake Beam, successor-in-interest to Triax-YSD f/k/a Triax-Davis, successor-in-interest to David Brake Beam Co.;

SUPERIOR BOILER WORKS, INC.;

SURFACE COMBUSTION, INC.;

SWINDELL DRESSLER INTERNATIONAL COMPANY;

TRANE U.S., INC., **Individually and as alter ego of Murray Boiler LLC (a North Carolina LLC) and Trane U.S. Inc. (a Delaware corporation);**

UNITED STATES STEEL CORPORATION;

UNION CARBIDE CORPORATION;

UNIFRAX CORPORATION, f/k/a Carborundum;

UNITHERM FURNACE, LLC;

URS CORPORATION, ultimate parent of URS Energy & Construction, Inc., f/k/a Washington Group International, Inc. f/k/a Morrison Knudsen Corporation, successor-in-interest to United Engineers & Constructors, Inc., Raytheon Engineers & Constructors, Inc., successor-in-interest to Rust Constructors;

VIACOMCBS INC. f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation;

VESUVIUS USA CORPORATION;

VIKING PUMP, INC.;

WABCO HOLDINGS, INC.;

WATLOW ELECTRIC MANUFACTURING COMPANY;

WEILAND CHASE, LLC, Individually and as successor-in-interest to Chase Brass and Copper Company, LLC;

ZURN INDUSTRIES, LLC, Individually and as successor-in-interest to Erie City Iron Works;

Defendants.

SEVENTH AMENDED COMPLAINT
COUNT I
NEGLIGENCE

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, state as follows:

1. Plaintiffs Michael R. Kozlow and Sandra W. Kozlow are residents of the State of Pennsylvania.

2. Defendant John Crane, Inc. is organized and existing pursuant to Illinois law and doing business in Madison County, Illinois.

3. Plaintiffs allege that Defendants have, at all times material to these causes of action, through and including the present, maintained sufficient contact with the State of Illinois and/or transacted substantial revenue-producing business in the State of Illinois to subject them to the jurisdiction of this Court pursuant to Illinois long-arm statutes.

4. Defendants are corporations who are amenable to jurisdiction in the Courts of Illinois for numerous reasons, including, but not limited to:

(a) Defendants are either Illinois corporations or foreign corporations that now conduct or have conducted business or business ventures within Illinois, or have had offices or agencies within Illinois, which subjects them to jurisdiction within Illinois;

(b) The alleged causes of action arise out of or relate to the business or business ventures conducted by Defendants within Illinois or through which Defendants purposefully availed themselves of Illinois, invoked the benefits and protections of Illinois law, or otherwise could reasonably have foreseen that their activities would subject them to jurisdiction of the Illinois courts;

(c) Defendants' asbestos or asbestos-containing products were sold in Illinois, Defendants were aware that their products would be sold in Illinois, and Defendants directly or indirectly availed themselves of the Illinois market as a market for their products;

(d) Each foreign corporation Defendant engaged in a course of conduct that was nationwide, including within Illinois, in its distribution and sale of asbestos or asbestos-containing products, and in its failure to provide adequate warnings;

(e) Each foreign corporation Defendant specifically targeted Illinois, directly or indirectly, as a market for its asbestos or asbestos-containing products;

(f) Each foreign corporation Defendant, through agents, employees, brokers, jobbers, wholesalers, or distributors, has sold, consigned, or leased tangible or intangible personal property to persons in Illinois;

(g) Each foreign corporation Defendant designed, developed, tested, manufactured, assembled, distributed, labeled, packaged, supplied, and/or created a marketing strategy for its asbestos products in Illinois;

(h) Each foreign corporation has committed wrongful acts either outside or inside Illinois, causing injury to Plaintiff;

(i) Each foreign corporation derives substantial revenue from interstate or international commerce and should reasonably have expected its acts to have consequences in Illinois or any other state that would subject it to liability in those states;

(j) Each foreign corporation Defendant has conducted substantial and not isolated activity within Illinois;

(k) Each foreign corporation Defendant purchased asbestos-containing components that were incorporated into its asbestos products in Illinois and/or purchased asbestos-containing components that were manufactured in Illinois, and/or purchased asbestos-containing components from Illinois suppliers; and

(l) Each foreign corporation Defendant registered for the right to conduct intrastate business in Illinois, conducted intrastate business in Illinois pursuant to such registration, maintained a registered agent for service of process in Illinois, and/or was served with process in this case via its Illinois registered agent.

5. Plaintiff Michael R. Kozlow's mesothelioma and any other asbestos-related health conditions from which he suffers are indivisible injuries that resulted from the combined effects

of his exposures to the asbestos products of all Defendants, including all of his exposures in the various states in which he may have been exposed to asbestos.

6. From approximately 1960 to 1965, Mr. Kozlow performed mowing and manual labor farm work.

7. In 1965, Mr. Kozlow began his employment with Harbison/Carborundum, which merged with and became a division of Dresser Industries in approximately 1967. Additional mergers and sales involving Mr. Kozlow's employer occurred throughout the course of his career; at the time of his retirement in 2006 his employer was Unifrax Corporation.

8. When Mr. Kozlow began his employment with Harbison/Carborundum in 1965, he was a draftsman for the installation of refractory ceramic fiber ("RCF"). He later became an installation supervisor and also worked in sales. Throughout the entire period of his employment, which was from 1965 to 1985, and again from 1987 until his retirement in 2006, Mr. Kozlow visited and observed work performed at industrial sites, including steel mills, refineries, manufacturing plants, powerhouses, and foundries in the following states: Connecticut, Kentucky, Illinois, Indiana, Iowa, Maryland, Michigan, Missouri, New York, Ohio, Pennsylvania, South Carolina, Utah, West Virginia, and Wisconsin. Throughout the entire period of his employment, Mr. Kozlow was in the vicinity of other tradesmen performing their work at the premises sites identified above.

9. From 1985 to 1987, Mr. Kozlow worked for Rex-Roto and performed similar work as he did for Harbison/Carborundum. He visited similar premises sites in various states and was in the vicinity of other tradesmen performing their work at those sites.

10. During the course of Plaintiff Michael R. Kozlow's employment at the location(s) identified below in Count V, paragraph 2, and at the jobs mentioned above, and/or in other ways,

Plaintiff Michael R. Kozlow breathed, inhaled, and was otherwise exposed to asbestos fibers emanating from certain products he was working with and around which were designed, manufactured, sold, delivered, distributed, processed, applied, specified and/or installed by Defendants: AJAX MAGNETHERMIC CORPORATION; BURNHAM, LLC; FOSTER WHEELER ENERGY CORPORATION; GENERAL ELECTRIC COMPANY; HEATCRAFT INC.; HONEYWELL INTERNATIONAL, INC., Individually and as successor to AlliedSignal, Inc. and The Bendix Corporation; INDUCTOTHERM CORP.; JOHN CRANE, INC.; LENNOX INTERNATIONAL INC., Individually and its subsidiary Heatcraft Inc.; MARLEY-WYLAIN COMPANY, THE; RILEY POWER, INC.; RUST CONSTRUCTORS INC.; SUPERIOR BOILER WORKS, INC.; SURFACE COMBUSTION, INC.; SWINDELL DRESSLER INTERNATIONAL COMPANY; TRANE U.S., INC., **Individually and as alter ego of Murray Boiler LLC (a North Carolina LLC) and Trane U.S. Inc. (a Delaware corporation);** UNION CARBIDE CORPORATION; URS CORPORATION, ultimate parent of URS Energy & Construction, Inc., f/k/a Washington Group International, Inc. f/k/a Morrison Knudsen Corporation, successor-in-interest to United Engineers & Constructors, Inc., Raytheon Engineers & Constructors, Inc., successor-in-interest to Rust Constructors; VIACOMCBS INC. f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation; and ZURN INDUSTRIES, LLC, Individually and as successor-in-interest to Erie City Iron Works.

11. Plaintiff Michael R. Kozlow's exposure to the materials, products, equipment, activities, and conditions attributable to the various Defendants occurred at different times as to each and not necessarily throughout his entire career or life as to any particular Defendant.

12. At all times herein set forth, Defendants' products were being employed in the manner and for the purposes for which they were intended.

13. Plaintiff Michael R. Kozlow's inhalation, breathing and otherwise being exposed to the asbestos fibers emanating from the above-mentioned products was completely foreseeable and could or should have been anticipated by Defendants.

14. Defendants knew or should have known that the asbestos fibers contained in their products had a toxic, poisonous, and highly deleterious effect upon the health of persons inhaling, breathing or otherwise being exposed to them. Moreover, Defendants knew or should have known asbestos is a carcinogen.

15. Plaintiff Michael R. Kozlow suffers from an asbestos-related cancer, including but not limited to, mesothelioma. Plaintiffs first became aware that Mr. Kozlow suffers from said disease(s) in or about July 15, 2019, and, subsequently thereto, became aware that the same was wrongfully caused.

16. At all times herein relevant, Defendants had a duty to exercise reasonable care and caution for the safety of Plaintiff Michael R. Kozlow and others working with and around the asbestos-containing products of Defendants.

17. Defendants failed to exercise ordinary care and caution for the safety of Plaintiff Michael R. Kozlow in one or more of the following respects:

(a) Included asbestos in their products, even though it was completely foreseeable and could or should have been anticipated that persons such as Michael R. Kozlow working with or around them would inhale, breathe or otherwise be exposed to great amounts of that asbestos;

(b) Included asbestos in their products when Defendants knew or should have known that said asbestos fibers would have a carcinogenic, toxic, poisonous and/or highly deleterious effect upon the health of

persons inhaling, breathing, and/or otherwise being exposed to them;

(c) Included asbestos and/or asbestos-containing components in their products when adequate substitutes were available;

(d) Failed to provide any or adequate warnings to persons working with and around the products of the dangers of inhaling, breathing or otherwise being exposed to the asbestos fibers contained in them;

(e) Failed to provide any or adequate instructions concerning the safe methods of working with and around the products, including specific instructions on how to avoid inhaling, or otherwise being exposed to the asbestos fibers contained in them;

(f) Failed to conduct tests on the asbestos containing products designed, manufactured, sold, distributed, delivered, processed, specified, applied, supplied, and/or installed by Defendants in order to determine the hazards to which workers such as Plaintiff Michael R. Kozlow might be exposed while working with the products; and,

(g) Designed, manufactured, sold, distributed, delivered, processed, specified, applied, supplied, and/or installed equipment, vehicles, machinery, technologies and systems that included asbestos-containing components and which required and/or specified the use of asbestos-containing replacement components.

18. That as a direct and proximate result of one or more of the foregoing acts or omissions on the part of Defendants mentioned above, Plaintiff Michael R. Kozlow inhaled, breathed or was otherwise exposed to asbestos fibers causing him to develop the asbestos cancer aforesaid, which has severely disabled, disfigured and injured him; Plaintiffs Michael R. Kozlow and Sandra W. Kozlow have in the past and will in the future be compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of Plaintiff Michael R. Kozlow's asbestos-induced cancer and conditions; Plaintiff Michael R. Kozlow has in the past and will in the future experience great physical pain and mental anguish as a result of the inhalation, breathing and exposure to said asbestos fibers; and that as a further result of his asbestos-induced disease and conditions, Plaintiff has been hindered and

prevented from pursuing his normal course of income, thereby losing large sums of money which otherwise would have accrued to him.

WHEREFORE, Plaintiffs pray judgment be entered against Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for Plaintiff Michael R. Kozlow's injuries and losses and for such other relief to which they may be justly entitled.

COUNT II
CONSPIRACY

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, state as follows:

1. Plaintiffs adopt and incorporate all paragraphs from all previous and subsequent Counts as though fully set forth in this Count, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. Johns-Manville Corporation, Johns-Manville Sales Corporation, Raymark Industries, Inc. (formerly Raybestos-Manhattan, Inc.), and Owens Corning are corporations, and they, or their corporate predecessors, were during the time relevant to the allegations herein, in the business of manufacturing and distributing asbestos and asbestos-containing products.

3. Defendants Pneumo Abex LLC ("Abex") and Honeywell International, Inc. ("Bendix") are corporations and were, during the times relevant to the allegations herein, themselves or through predecessors, in the business of manufacturing and distributing asbestos and asbestos containing products - particularly, asbestos-containing friction materials.

4. Defendant Metropolitan Life Insurance Company is a corporation that became involved with the asbestos industry in the late 1920s by, among other activities, performing health

studies on asbestos miners at its policyholder companies and conducting other studies related to asbestos and disease. Unnamed co-conspirators, the precise identity of all of which are not known even at this late date, include: (a) other corporations and entities involved in the asbestos industry that participated in and advanced the asbestos industry's agenda; and (b) trade organizations and other associations that operated, at least partially, as front groups for the asbestos industry interests that were utilized as instrumentalities to advance the asbestos industry's agenda. Some notable examples of the latter category of conspirators include, but are not limited to, the Gypsum Association, the Asbestos Information Association ("AIA"), the Industrial Health Foundation ("IHF"), and the Friction Materials Standard Institute ("FMSI").

5. Hereafter, "Conspirators" include the corporations, associations and entities named in paragraphs 2 through 4 of this Count, with participants and participation varying over time depending on the type of asbestos industry financial interests at issue. While the scope and nature of the conspiracy spanned over decades and were primarily related to and coextensive with promoting the financial interests of the asbestos industry, specific activities of Conspirators distinguish the conspiracy from merely promoting the asbestos industry agenda. Particularly, Conspirators conspired and agreed among themselves to, among other things: (a) conduct scientific studies on the effects of asbestos exposure, but withhold the results of such studies from the public; (b) control the dissemination of information about the hazards of asbestos in scientific and other publication, managing and manipulating such information as if were a public relations issues as opposed to an issue of public health; (c) assert what was not true, namely that it was safe for people to be exposed to asbestos and asbestos-containing products; (d) fail to provide information about the harmful effects of asbestos to exposed persons; (e) organize in trade associations and otherwise

to oppose restrictions on the use of asbestos; and (f) lobby against restrictions, limitations, and bans on the use of asbestos.

6. As early as the 1930s, two or more of the Conspirators knew that exposure to asbestos caused serious disease and death. Conspirators also knew during all relevant times that individuals being exposed to asbestos were unaware of the hazardous, toxic, and carcinogenic properties of asbestos.

7. The knowledge of the Conspirators included the following: (a) two or more Conspirators had been in the asbestos business for years and had directed manufacturing operations; (b) Conspirators had actual knowledge of asbestos disease and death among workers exposed to asbestos as early as the 1930s (lawsuits were filed against Johns-Manville by employees claiming disability from lung diseases at least as early as 1929); (c) Conspirators knew that asbestos was inherently dangerous and knew that pursuant to the decisional law of Illinois and other states, each was under a duty not to sell asbestos without providing adequate warning of its harmful qualities.

8. Two or more Conspirators had employees who were exposed to asbestos dust and each of them had a statutory, regulatory, and decisional law duty to provide their employees with a safe place to work, or at the least, to warn the employees of the hazards presented by the presence of asbestos dust.

9. Conspirators knew that if they adequately warned their employees and other persons who were at risk of asbestos disease, the publication of such warning would: (a) cause workers to leave the asbestos industry; (b) reduce the sale and usage of asbestos; (c) cause those otherwise exposed to asbestos to press for the cessation of such exposures; and (d) otherwise adversely affect the interests of the asbestos industry.

10. Before and during his exposure to asbestos, Mr. Kozlow was unaware that exposure to asbestos caused mesothelioma cancer.

11. One or more of the Conspirators performed the following overt acts in furtherance of the conspiracy:

(a) sold asbestos products, which were used at the locations where Plaintiff Michael R. Kozlow worked, without warning of the hazards known to the seller;

(b) refused to warn its own employees about the hazards of asbestos known to it;

(c) edited and altered the reports and drafts of publications initially prepared by Metropolitan Life's Assistant Medical Director, Dr. Anthony Lanza, concerning the hazards of asbestos during the 1930s;

(d) agreed in writing not to disclose the results of research on the effects of asbestos upon health unless the results suited Conspirators interests;

(e) obtained an agreement in the 1930s from the editors of ASBESTOS, the only trade magazine devoted exclusively to asbestos, that the magazine would never publish articles on the fact that exposure to asbestos caused disease, and sustained this agreement into the 1970s;

(f) suppressed research concerning asbestos and cancer at the Saranac Laboratory in upstate New York beginning in 1936;

(g) prevented the dissemination of a 1943 report of Dr. Leroy Gardner, Director of the Saranac Laboratory, which was critical of the concept that there was a safe level of asbestos exposure;

(h) defeated, through their control of the Asbestos Textile Institute (ATI), further study of the health of workers, despite the fact that the Industrial Hygiene Foundation's head engineer, William Hemeon, determined the need for further study during his study of ten asbestos textile plants in the 1940s;

(i) suppressed the dissemination of information obtained by William Hemeon's study of ten asbestos textile plants in the 1940s;

(j) edited and altered the reports and drafts of publications regarding asbestos and health initially prepared during the late 1940s and early 1950s by Dr. Arthur Vorwald, the Director of the Saranac Laboratory who succeeded Dr. Gardner;

(k) suppressed the results of the Fibrous Dust Studies conducted during 1966 by the Industrial Health Foundation, Inc., Johns-Manville, Raybestos Manhattan, Owens Corning, Pittsburgh Corning Corporation and PPG Industries, which results demonstrated and confirmed that exposure to asbestos caused lung cancer and mesothelioma;

(l) acting under the name of National Insulation Manufacturers Association, published a pamphlet entitled, "Recommended Health Safety Practices for Handling and Applying Thermal Insulation Products Containing Asbestos," in which they purported to inform readers about the health hazards of airborne asbestos, but withheld, among other facts, that asbestos caused serious disease and death, including cancer, that there was no cure for asbestos disease, and that there was no known safe level of exposure to asbestos;

(m) purchased asbestos which did not contain warnings from co-conspirators, to which the purchaser then exposed its own employees without warning of the hazards known to the seller and purchaser;

(n) refused to provide warnings of the hazards of asbestos exposure known to Conspirators to its employees who had to use asbestos-containing materials in the manufacture of other products for Conspirators;

(o) purchased asbestos which did not contain warnings, including the purchase of asbestos by Bendix from Johns-Manville, and then exposed its own employees without warning of the known hazards;

(p) refused to provide warnings of the hazards of asbestos exposure known to Conspirators to its employees who had to use asbestos-containing materials in the manufacture of other products for Conspirators, including the refusal of Bendix to warn its employees

who were exposed to asbestos in connection with the manufacture of friction products of the hazards of asbestos known to Bendix;

(q) altered the report of the study performed by IHF researchers Daniel Braun and David Truan, including the deletion of all references to an association of asbestosis and lung cancer, before the altered version was published in 1958;

(r) sold asbestos-containing brake linings including Bendix brake linings without warning of the dangers of asbestos, which exposed Plaintiff Michael R. Kozlow to asbestos;

(s) opposed and lobbied against regulations and restrictions on the use of asbestos in products;

(t) opposed and lobbied against banning the use of asbestos;

(u) opposed and lobbied against initially regulating threshold exposure limits for asbestos in the workplace, and after regulations were in place continued to oppose and lobby against lower such thresholds;

(v) supported legislation in various states to include asbestos-related diseases in occupational disease and workers compensation statutes with limitations period shorter than disease latency periods; and

(w) in 1971, working with the AIA and its public relations firm, Hill & Knowlton, FMSI members formed the "Asbestos Study Committee" (the "Committee") for the primary purpose of engaging the newly formed federal agencies (EPA, OSHA) and the state of Illinois on relevant regulations. Conspirators/Defendants Abex and Bendix were represented on the Committee. One of the first concerns of the group was a proposed Illinois law that would ban asbestos in brakes in 1975. In a 2-hour "unofficial" meeting with some members of the Illinois Pollution Control Board on September 17, 1971, brake manufacturers were represented by officials from Johns-Manville and Raybestos-Manhattan, and Johns-Manville consultant Dr. George Wright. Following hearings in Illinois at which the brake manufacturers were well represented, members of FMSI were urged to send letters to the state opposing the asbestos ban, thus avoiding pleadings citing cost and economics. In December of 1971, FMSI circulated a final draft of the Illinois legislation wherein the section banning asbestos in brakes was eliminated.

12. Many of the acts in furtherance of the conspiracy took place in Illinois, including, but not limited to: (a) marketing, distributing, shipping, selling, manufacturing, applying, installing, designing, supplying, and processing asbestos, asbestos-containing materials and/or asbestos-containing products; (b) supporting efforts in the 1930s through the Illinois Manufacturers Association and others to add asbestos-related diseases to the list of statutorily defined "occupational diseases" which were subject to limitations periods shorter than the known disease latency periods; (c) controlling, manipulating, delaying, and ultimately preventing for decades the dissemination of scientific information about the dangers of asbestos within the State of Illinois; and (d) opposing banning asbestos from automotive brakes by the Illinois Pollution Control Board in the early to mid-1970s.

13. As a direct and proximate result of said conspiracy, Plaintiff Michael R. Kozlow remained unaware and uninformed of the hazards of asbestos, failed to take precautions and was thereby exposed to, inhaled and breathed asbestos fibers, causing him to develop mesothelioma. As a direct and proximate result of said mesothelioma cancer, Plaintiff Michael R. Kozlow has suffered and will continue to suffer: disability, disfigurement, pain, suffering, mental anguish, and medical costs; and that as a further result of his asbestos-induced disease and conditions, Plaintiff has been hindered and prevented from pursuing his normal course of income, thereby losing large sums of money which otherwise would have accrued to him.

WHEREFORE, Plaintiffs pray judgment be entered against Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for Plaintiff Michael R. Kozlow's injuries and losses, and for such further relief to which he may be justly entitled.

COUNT III
NEGLIGENT UNDERTAKING

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, state as follows:

1. Plaintiffs adopt and incorporate all paragraphs from all previous and subsequent Counts as though fully set forth in this Count, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. Two or more Conspirators began in the late 1920s and early 1930s to conduct scientific research on the effects of exposure to asbestos and to study asbestos workers. In undertaking such research and studies, Conspirators forestalled others, including governmental entities, from performing and conducting such research and studies. Conspirators had a responsibility to the greater good and public health in performing this research and these studies. It was not only foreseeable, but actually foreseen, that this undertaking would affect the availability of scientific information about the hazards and dangers of asbestos. Therefore, Conspirators had a duty to Plaintiffs such as Mr. Kozlow to conduct the research and studies without bias and to freely disseminate such information. This they did not do.

3. As result of said negligent undertaking, Plaintiff Michael R. Kozlow remained unaware and uninformed of the hazards of asbestos, failed to take precautions and was thereby exposed to, inhaled and breathed asbestos fibers, causing him to develop mesothelioma. As a direct and proximate result of said mesothelioma cancer, Plaintiff Michael R. Kozlow has suffered and will continue to suffer: disability, disfigurement, pain, suffering, mental anguish, lost wages, and medical costs.

WHEREFORE, Plaintiffs pray judgment be entered against Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for Plaintiff Michael R. Kozlow's injuries and for such further relief to which they may be justly entitled.

COUNT IV
NEGLIGENT SPOLIATION OF EVIDENCE

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against defendants, state as follows:

1. Plaintiffs adopt and incorporate all paragraphs from all previous and subsequent Counts as though fully set forth in this Count, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. Prior to the commencement of this case, Defendants listed in Count I, Paragraph 10, had in their respective possession, custody and control documents and information relating to issues in this case.

3. Upon information and belief, said issues include, but are not limited to: the identification of asbestos-containing products to which Plaintiff Michael R. Kozlow was exposed; the locations to, and at, which Defendants sold, distributed, delivered, processed, applied, supplied, and/or installed asbestos-containing products; the identity of the manufacturers and others in the distribution chain of said products; and, Defendants' knowledge, notice and information regarding the hazards of asbestos and whether or not they were negligent.

4. It was foreseeable to a reasonable person/entity in the respective positions of Defendants that said documents and information constituted evidence, which was material to potential civil litigation, namely asbestos litigation. Defendants had a duty to maintain and

preserve said documents and information because they knew or should have known that said documents and information were material evidence in potential asbestos litigation.

5. Plaintiffs have sought, but have been unable to obtain, full disclosure of relevant documents and information from Defendants, leading to the inference that Defendants destroyed and otherwise disposed of said documents and information.

6. Said Defendants and each of them breached their duty to preserve said material evidence by destroying and otherwise disposing of said documents and information, at a time when they and each of them knew or should have known that the same constituted material evidence in potential civil litigation.

7. As a direct and proximate result of said destruction and disposal of material evidence, Plaintiffs have been prejudiced and impaired in proving claims against all potentially liable parties, including, but not limited to, said Defendants and, as a further result thereof, has been compelled to dismiss and/or unfavorably compromise said claims against other Defendants.

8. As a result of this prejudice and impairment, Plaintiffs have been caused to suffer damages in the form of impaired ability to recover against Defendants and lost or reduced compensation from other potentially liable parties in this litigation.

WHEREFORE, Plaintiffs pray this Court to enter judgment against Defendants and to award compensatory damages in an amount to be proved at trial, but believed to exceed FIFTY THOUSAND DOLLARS ($50,000.00), and for such other and further relief that this Court deems appropriate.

COUNT V
NEGLIGENCE – PREMISES DEFENDANTS

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against

Defendants: AJAX MAGNETHERMIC CORPORATION; AK STEEL CORPORATION, successor-by-merger to Armco, Inc.; ALLEGHENY LUDLUM, Individually and as successor-in-interest to Jessop Steel; APEX OIL COMPANY, INC.; ARCONIC INC., f/k/a Alcoa Inc. and as successor-in-interest to The Reynolds Metal Company; ASSOCIATED CERAMICS & TECHNOLOGY, INC.; CARBONE OF AMERICA INDUSTRIES CORPORATION, f/k/a Mersen USA St. Mary's-PA Corp successor-in-interest to Stackpole Carbon Company; CARPENTER TECHNOLOGY CORPORATION f/k/a Carpenter Steel Company; CATERPILLAR, INC.; CENTURY ALUMINUM OF WEST VIRGINIA, INC., f/k/a Ravenswood Aluminum Corporation; CMI INDUSTRY AMERICAS, INC., Individually and as successor-in-interest to CMI EFCO, Inc. formerly known as The Electric Furnace Company; CNH INDUSTRIAL AMERICA LLC f/k/a CNH America LLC f/k/a CASE CORPORATION, Individually and including its brand Fiatallis; COLFAX CORPORATION, Individually and successor-in-interest to Victor Technologies f/k/a Thermadyne Industries, Inc., successor-in-interest to Stoody Company, successor-in-interest to Cabot Corporation; CORELLE BRANDS LLC; CORNING INCORPORATED; COUNTRYMARK REFINING AND LOGISTICS, LLC; CRANE CO.; CUMMINS, INC.; DEERE & COMPANY; DOW SILICONES CORPORATION; DU-CO CERAMICS COMPANY; E.I. DU PONT DE NEMOURS AND COMPANY; ECLIPSE, INC., Individually and as successor-in-interest to Eclipse Lookout Co., successor-in-interest to Lookout Boiler and Manufacturing Company; ELECTRALLOY CORPORATION; ELLWOOD CITY FORGE COMPANY; ELLWOOD CITY FORGE GROUP; FMC CORPORATION; GARDNER DENVER, INC., **Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC)**; GLAS-COL, L.L.C.; HARROP INDUSTRIES, INC.; INDIANA METAL TREATING INC.; INDUSTRIAL

HOLDINGS CORPORATION f/k/a The Carborundum Company; JOHNSTOWN AXLE WORKS; KAISER GYPSUM COMPANY, INC.; KASGRO RAIL CORP.; LATROBE STEEL WORKS; LIMKIEN CORPORATION, f/k/a and d/b/a Unitherm Furnace Corporation; MATERION CORPORATION, Individually and as successor-in-interest to Brush Engineered Materials, Inc., successor-in-interest to Brush Wellman Inc.; MCKAMISH, INC.; NAC CARBON PRODUCTS INC.; NEWELL – PSN, LLC; NORTH AMERICAN FORGEMASTERS COMPANY; NORTH AMERICAN MANUFACTURING COMPANY, THE; NL INDUSTRIES, INC., f/k/a National Lead Company; OLIN CORPORATION, Individually and as successor-in-interest to Bridgeport Brass Corporation; PENNSYLVANIA POWER COMPANY; PNEUMO ABEX LLC, Individually and as successor-by-merger to Pneumo Abex Corporation, successor-in-interest to Abex Corporation, f/k/a American Brake Shoe Company, f/k/a American Brake Shoe and Foundry Company including the American Brakeblock Division, successor-by-merger to the American Brake Shoe and Foundry Company and The American Brakeblock Corporation, f/k/a The American Brake Materials Corporation; PPG INDUSTRIES, INC.; RADIAC ABRASIVES, INC.; RESCO PRODUCTS, INC., Individually and as successor-in-interest to Shenango Advanced Ceramics, LLC; SECO WARWICK CORPORATION, Individually and as successor-in-interest to Sunbeam furnaces; SHELL OIL COMPANY; SPANG & COMPANY, Individually and for its Magnetics Division; SPX CORPORATION, Individually and as successor-in-interest to General Signal Corporation, successor-in-interest to Dowzer Electric; STANDARD CAR TRUCK COMPANY, Individually and as successor-in-interest to Harbor Brake Beam, successor-in-interest to Triax-YSD f/k/a Triax-Davis, successor-in-interest to David Brake Beam Co.; SWINDELL DRESSLER INTERNATIONAL COMPANY; TRANE U.S., INC., **Individually and as alter ego of Murray Boiler LLC (a North Carolina LLC) and**

Trane U.S. Inc. (a Delaware corporation); UNIFRAX CORPORATION, f/k/a Carborundum; UNION CARBIDE CORPORATION; UNITED STATES STEEL CORPORATION; UNITHERM FURNACE, LLC; VESUVIUS USA CORPORATION; VIKING PUMP, INC.; WABCO HOLDINGS, INC.; WATLOW ELECTRIC MANUFACTURING COMPANY, and WEILAND CHASE, LLC, Individually and as successor-in-interest to Chase Brass and Copper Company, LLC ("Premises Defendants"), allege as follows:

1. Plaintiffs adopt and incorporate all previous paragraphs as though fully set forth herein.

2. Premises Defendants owned, operated and/or controlled the premises, including but not limited to the below-identified industrial sites, where Plaintiff Michael R. Kozlow worked as a draftsman and an installation supervisor and visited and observed work performed:

CONNECTICUT:

CITY/STATE	LOCATION	YEAR(S)
Bridgeport, CT	Carpenter Steel	1975

KENTUCKY:

CITY/STATE	LOCATION	YEAR(S)
Ferguson, KY	Crane Co.	1974, 1975

ILLINOIS:

CITY/STATE	LOCATION	YEAR(S)
Granite City, IL	Reilly Tar & Chemical	1972, 1973
East Peoria, IL	Caterpillar Tractor	1974, 1977
Peoria, IL	WABCO	1974, 1978, 1985

Springfield, IL	Fiat Allis	1976, 1977, late 1970s
Granite City, IL	N.L Industries	1977
Abington, IL	Briggs Manufacturing Co.	1977, 1978, 1979
Mt. Vernon, IL	Dowzer Electric	1977, 1978
Granite City, IL	Granite City Steel	1978
Salem, IL	Universal Grinding Wheel	1978, late 1970s, 1980
Girard, IL	International Vermiculite	1978, late 1970s
Hartford, IL	Clark Oil	Late 1970s
Peoria, IL	Keystone Steel & Wire	Late 1970s, 1980, 1983
Wood River, IL	Shell Refinery	1970s
Quincy, IL	Gardner Denver	Late 1970s
Hillsboro, IL	Asarco	1984, 1985
Alton, IL	Laclede Steel	1984
Kewanee, IL	Kewanee Boiler	1985
Rockport, IL	Eclipse (employed by Rex Roto)	1987

INDIANA:

CITY/STATE	LOCATION	YEAR(S)
Brazil, IN	Marion Brick	1977
Gary, IN	US Steel	1974, 1975
Indianapolis, IN	Indiana Metal Treating	1976, 1977
Kokomo, IN	Chrysler Corp.	1976, 1977
Mt. Vernon, IN	Indiana Farm Bureau Co-Op Assn	1977

Columbus, IN	Cummins Engine	1977
Kokomo, IN	Cabot Corp. (Stellite Division)	1977, 1978
Indianapolis, IN	FMC	Late 1970s
Indianapolis, IN	Bridgeport Brass (employed by Rex Roto 1987)	1979, 1987
Terre Haute, IN	GLAS-COL Apparatus (employed by Rex Roto)	1987

IOWA:

CITY/STATE	LOCATION	YEAR(S)
Dubuque, IA	John Deere	1980
Clinton, IA	Chemplex	Late 1970s
Cedar Falls, IA	Viking Pump	1981
Fort Dodge, IA	Georgia-Pacific	1980
Ankeny, IA	John Deere	1984

MARYLAND:

CITY/STATE	LOCATION	YEAR(S)
Sparrow Point, MD	Bethlehem Steel	1975
Baltimore, MD	Armco Steel	1975

MICHIGAN:

CITY/STATE	LOCATION	YEAR(S)
East Lansing, MI	Oldsmobile	1972, 1973, 1976

Detroit, MI	McLouth Steel	1974, late 1970s
Detroit, MI	General Motors	1975
Saginaw, MI	Central Foundry	1975
Detroit, MI	Bohn Aluminum (employed by Rex Roto)	1987

MISSOURI:

CITY/STATE	LOCATION	YEAR(S)
St. Louis, MO	W.R. Grace (Nooter was contractor)	1977, 1978
Kansas City, MO	Armco Steel	1979
Vandalia, MO	Harbison Walker	1980, 1985
St. Louis, MO	Nooter	1978
St. Louis, MO	Watlow Electric	1976-1985
St. Louis, MO	Carborundum	1981-1983
St. Louis, MO	Unitherm Furnace	1983
St. Louis, MO	Industrial Furnace Designers	1985

NEW YORK:

CITY/STATE	LOCATION	YEAR(S)
Niagara Falls, NY	Carborundum	1972-1975, 1980
Niagara Falls, NY	A.R. Brody, Inc.	1974
Buffalo, NY	Republic Steel	1974, 1975
Niagara Falls, NY	Sisson Erectors	1975
Rochester NY	Lynn Corp.	Early 1970s

Massena, NY	GM Central Foundry (employed by Rex Roto)	1987
Massena, NY	Reynolds Aluminum (employed by Rex Roto)	1987
Massena, NY	Alcoa Aluminum (employed by Rex Roto)	1987
Corning, NY	Corning (employed by Rex Roto)	1987

OHIO:

CITY/STATE	LOCATION	YEAR(S)
Yorkville, OH	Wheeling Pittsburgh Steel	1971, 1972, 1973
Cleveland, OH	Republic Steel	1972, 1973
Middleton, OH	Armco Steel	1972, 1973, 1976
Saxon, OH	Honing Co.	1972, 1973
Columbus, OH	Harrop Kilns	1972, 1973
Columbus, OH	Harrop Furnaces	1974
Columbus, OH	Buckeye Steel	1975
Orwell, OH	Champion Steel	1975
Sebring, OH	Royal China	1975
Cleveland, OH	Brush Wellman (employed by Rex Roto)	1986, 1987
Elyria, OH	Abex (employed by Rex Roto)	1987
Medina, OH	Chase Brass Industrial Systems (employed by Rex Roto)	1987

Salem, OH	Electric Furnace Co. (employed by Rex Roto)	1987
Warren , OH	Ajax Magnethermic (employed by Rex Roto)	1987
Warren, OH	Omega Induction Services (employed by Rex Roto)	1987
Cleveland, OH	North American Manufacturing (employed by Rex Roto)	1987
Mingo Junction, OH	Wheeling Pittsburgh Steel	1989

PENNSYLVANIA:

CITY/STATE	LOCATION	YEAR(S)
Carnegie, PA	Ed Cipriani/GFS Company was contractor for Wheeling Pittsburgh Steel	1971, 1972
Burnham, PA	Standard Steel	1972, 1973
Meadville, PA	Sunbeam Equipment Co.	1972, 1973
Etna, PA	Swindell Dressler	1972, 1973, late 1970s, 1996
Sarver, PA	Associated Ceramics	1973
Pittsburgh/Hazelwood, PA	J & L Steel	1974
Johnstown, PA	Davis Brake Beam	1974, 1975
Allenwood, PA	Allenwood Steel	1975
Burnham, PA	Standard Steel Company	1975
Lewistown, PA	Standard Steel Company	1975
St. Mary's, PA (Benzene Township)	Stackpole Carbon	1975

Titusville, PA	Universal Cyclops	1976
Oil City, PA	Electralloy (employed by Rex Roto)	1987
Ellwood City, PA	Elwood City Forge	1988, 1990, 1992
Washington, PA	Jessop Steel	1988, 1997
Latrobe, PA	Latrobe Steel	1988
Charleroi, PA	Corning	1988
Washington, PA	Washington Steel	1988, 1989
Kittanning, PA	Allegheny Power / Penn Power	1989
Johnstown, PA	Bethlehem Steel	1989
West Leechburg, PA	Allegheny Ludlum	1989
Sharon, PA	Sharon Steel	1989
New Castle, PA	Penn Power	1989
Irvin, PA	US Steel	1989
Brackenridge, PA	Allegheny Ludlum	1990, 1997
Johnstown, PA	Johnstown Axle Works	1990
Monaca, PA	Zinc Corp. of America	1990, 1991
Zelienople, PA	Vesuvius	1991, 1992, 1993
Glen Willard, PA	Thunder Manufacturing	1991
McCandless, PA	Allegheny County Training Center	1991
Hazelwood, PA	LTV Coke Plant	1992
Butler, PA	Armco Steel	1992, 1995, 1998
Braddock, PA	US Steel Edgar Thompson Works	1993

Saxonburg, PA	Duco Ceramics	1994, 1998, 1999
Tipton, PA	PPG	1995
Ford City, PA	Eljer	1995
Alcoa Center, PA	Alcoa Tech Center	1995, 1997
Punxsutawney, PA	NAC Carbon	1995
Lawrenceville, PA	McKamish	1996
East Butler, PA	Spang Magnetics	1996, 1997, 1999
Aliquippa, PA	J&L Structural	1996
Carnegie, PA	Erbrect Consulting	1998
New Castle, PA	North American Forge Masters	1998
Coraopolis, PA	Swindell Dressler	1998
New Castle, PA	Shenango Refractories	1998
New Castle, PA	Kasgro Rail	1999
Vandergrift, PA	Allegheny Ludlum	2000

SOUTH CAROLINA:

CITY/STATE	LOCATION	YEAR(S)
Georgetown, SC	Georgetown Ferro-Reduction	1973, 1974, 1975
Georgetown, SC	Midrex	1973, 1974
Georgetown, SC	Thermal Engineering	1973, 1974

UTAH:

CITY/STATE	LOCATION	YEAR(S)

Provo, Utah	US Steel	1974

WEST VIRGINIA:

CITY/STATE	LOCATION	YEAR(S)
Alloy, WV	In Co Alloys	1972, 1973
Browns Island/Weirton, WV	Weirton Steel	1972, 1973, 1974, 1992
Belle/Charleston, WV	DuPont	1976, 1994
Ravenswood, WV	Kaiser Aluminum and Chemical (employed by Rex Roto)	1986
Anmoore, WV	Union Carbide	1988, 1997
Natrium, WV	PPG	1988
Newell, WV	Newell Porcelain	1990
Ravenswood, WV	Ravenswood Aluminum	1995

WISCONSIN:

CITY/STATE	LOCATION	YEAR(S)
Cudahy, WI	Ladish Company	1976, late 1970s

3. Plaintiff Michael R. Kozlow's work took him to various areas within the sites listed above. Plaintiff Michael R. Kozlow was unaware and had no reasonable way to know or realize the risks of being exposed to asbestos at these premises. Premises Defendants should have anticipated that Plaintiff Michael R. Kozlow did not know and would not discover or realize the risks of being exposed to asbestos.

4. While present upon said premises, Plaintiff Michael R. Kozlow inhaled, breathed or was otherwise exposed to asbestos fiber emanating from asbestos and asbestos-containing

materials present and being used at said premises.

5. Plaintiff Michael R. Kozlow's exposure to and inhalation and/or breathing of said asbestos fibers was foreseeable and could or should have been anticipated by Premises Defendants, including that Plaintiff Michael R. Kozlow would be exposed off the premises and outside the course of employment.

6. Premises Defendants knew or should have known that exposure to asbestos fibers posed an unreasonable risk of harm to Plaintiff Michael R. Kozlow and others similarly situated.

7. Premises Defendants had a duty to use ordinary care to see that the premises at which Plaintiff Michael R. Kozlow worked, and whereby he was foreseeably exposed to asbestos, were in a reasonably safe condition for use. Premises Defendants had a duty to use ordinary care for the safety of Plaintiff Michael R. Kozlow in conducting any operations or activities on said premises and in reducing or eliminating unreasonable risks that arose from said operations and/or activities, but occurred elsewhere.

8. Premises Defendants breached their duties to Plaintiff Michael R. Kozlow and were negligent in one or more of the following respects:

(a) Specified/required the use/application/removal of asbestos-containing materials by Plaintiff Michael R. Kozlow and by others, including co-workers of Michael R. Kozlow and outside contractors, in the vicinity of Michael R. Kozlow and/or in areas in which Michael R. Kozlow performed work;

(b) Required Michael R. Kozlow to perform work in the vicinity of those using/applying/removing asbestos-containing materials;

(c) Purchased/provided asbestos-containing materials for purposes of application at the above-named premises;

(d) Failed to replace asbestos-containing materials at the premises with non-asbestos substitutes, which Premises Defendants knew or should have known were available;

(e) Failed to warn Michael R. Kozlow that he was working with and/or around asbestos-containing materials and of the risks associated therewith, including that Michael R. Kozlow was being exposed to asbestos fibers, and of the adverse health effects of such exposure;

(f) Failed to require and/or advise Michael R. Kozlow and others, including co-workers and outside contractors, to use equipment and practices designed to reduce the release of asbestos fibers and/or exposure to asbestos and to reduce or eliminate the re-release of asbestos fibers at home;

(g) Failed to provide equipment and engineering controls designed to contain asbestos fibers and reduce the risks of exposure to asbestos of those working with asbestos;

(h) Failed to require and/or advise its employees of hygiene practices designed to reduce and/or prevent carrying asbestos fibers home.

9. As a direct and proximate result of one or more of the foregoing acts and/or omissions by Premises Defendants, Plaintiff Michael R. Kozlow was exposed to asbestos fibers.

10. Plaintiff Michael R. Kozlow suffers from an asbestos-related cancer, including but not limited to, mesothelioma. Plaintiffs first became aware that Mr. Kozlow suffers from said disease(s) in or about July 15, 2019, and, subsequently thereto, became aware that the same was wrongfully caused.

11. As a result of direct exposure from asbestos-containing products, Michael R. Kozlow was exposed to and inhaled, breathed or was otherwise exposed to large amounts of asbestos fibers and developed the asbestos-related disease specified herein. Michael R. Kozlow suffered and will continue to suffer: disability and disfigurement; expenditures for the cost of healthcare services; physical pain, suffering, lost wages, mental anguish, and impairment in the enjoyment of recreational/life activities.

WHEREFORE, Plaintiffs pray this Court enter judgment against Defendants: AJAX MAGNETHERMIC CORPORATION; AK STEEL CORPORATION, successor-by-merger to

Armco, Inc.; ALLEGHENY LUDLUM, Individually and as successor-in-interest to Jessop Steel; APEX OIL COMPANY, INC.; ARCONIC INC., f/k/a Alcoa Inc. and as successor-in-interest to The Reynolds Metal Company; ASSOCIATED CERAMICS & TECHNOLOGY, INC.; CARBONE OF AMERICA INDUSTRIES CORPORATION, f/k/a Mersen USA St. Mary's-PA Corp successor-in-interest to Stackpole Carbon Company; CARPENTER TECHNOLOGY CORPORATION f/k/a Carpenter Steel Company; CATERPILLAR, INC.; CENTURY ALUMINUM OF WEST VIRGINIA, INC., f/k/a Ravenswood Aluminum Corporation; CMI INDUSTRY AMERICAS, INC., Individually and as successor-in-interest to CMI EFCO, Inc. formerly known as The Electric Furnace Company; CNH INDUSTRIAL AMERICA LLC f/k/a CNH America LLC f/k/a CASE CORPORATION, Individually and including its brand Fiatallis; COLFAX CORPORATION, Individually and successor-in-interest to Victor Technologies f/k/a Thermadyne Industries, Inc., successor-in-interest to Stoody Company, successor-in-interest to Cabot Corporation; CORELLE BRANDS LLC; CORNING INCORPORATED; COUNTRYMARK REFINING AND LOGISTICS, LLC; CRANE CO.; CUMMINS, INC.; DEERE & COMPANY; DOW SILICONES CORPORATION; DU-CO CERAMICS COMPANY; E.I. DU PONT DE NEMOURS AND COMPANY; ECLIPSE, INC., Individually and as successor-in-interest to Eclipse Lookout Co., successor-in-interest to Lookout Boiler and Manufacturing Company; ELECTRALLOY CORPORATION; ELLWOOD CITY FORGE COMPANY; ELLWOOD CITY FORGE GROUP; FMC CORPORATION; GARDNER DENVER, INC., **Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC)**; GLAS-COL, L.L.C.; HARROP INDUSTRIES, INC.; INDIANA METAL TREATING INC.; INDUSTRIAL HOLDINGS CORPORATION f/k/a The Carborundum Company; JOHNSTOWN AXLE WORKS; KAISER

GYPSUM COMPANY, INC.; KASGRO RAIL CORP.; LATROBE STEEL WORKS; LIMKIEN CORPORATION, f/k/a and d/b/a Unitherm Furnace Corporation; MATERION CORPORATION, Individually and as successor-in-interest to Brush Engineered Materials, Inc., successor-in-interest to Brush Wellman Inc.; MCKAMISH, INC.; NAC CARBON PRODUCTS INC.; NEWELL – PSN, LLC; NORTH AMERICAN FORGEMASTERS COMPANY; NORTH AMERICAN MANUFACTURING COMPANY, THE; NL INDUSTRIES, INC., f/k/a National Lead Company; OLIN CORPORATION, Individually and as successor-in-interest to Bridgeport Brass Corporation; PENNSYLVANIA POWER COMPANY; PNEUMO ABEX LLC, Individually and as successor-by-merger to Pneumo Abex Corporation, successor-in-interest to Abex Corporation, f/k/a American Brake Shoe Company, f/k/a American Brake Shoe and Foundry Company including the American Brakeblock Division, successor-by-merger to the American Brake Shoe and Foundry Company and The American Brakeblock Corporation, f/k/a The American Brake Materials Corporation; PPG INDUSTRIES, INC.; RADIAC ABRASIVES, INC.; RESCO PRODUCTS, INC., Individually and as successor-in-interest to Shenango Advanced Ceramics, LLC; SECO WARWICK CORPORATION, Individually and as successor-in-interest to Sunbeam furnaces; SHELL OIL COMPANY; SPANG & COMPANY, Individually and for its Magnetics Division; SPX CORPORATION, Individually and as successor-in-interest to General Signal Corporation, successor-in-interest to Dowzer Electric; STANDARD CAR TRUCK COMPANY, Individually and as successor-in-interest to Harbor Brake Beam, successor-in-interest to Triax-YSD f/k/a Triax-Davis, successor-in-interest to David Brake Beam Co.; SWINDELL DRESSLER INTERNATIONAL COMPANY; TRANE U.S., INC., **Individually and as alter ego of Murray Boiler LLC (a North Carolina LLC) and Trane U.S. Inc. (a Delaware corporation);** UNIFRAX CORPORATION, f/k/a Carborundum; UNION CARBIDE CORPORATION;

UNITED STATES STEEL CORPORATION; UNITHERM FURNACE, LLC; VESUVIUS USA CORPORATION; VIKING PUMP, INC.; WABCO HOLDINGS, INC.; WATLOW ELECTRIC MANUFACTURING COMPANY, and WEILAND CHASE, LLC and to award compensatory damages in an amount to be proved at trial, but believed to exceed FIFTY THOUSAND DOLLARS ($50,000.00), and for such other and further relief that this Court deems appropriate.

COUNT VI
NEGLIGENCE – EMPLOYER

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendant, UNIFRAX CORPORATION, f/k/a Carborundum ("Employer Defendant"), allege as follows:

1. Plaintiffs adopt and incorporates all previous paragraphs as though fully set forth herein, except to the extent inconsistent with any averments for alternative liability or relief.

2. From 1965 until 1985, and again from 1987 until his retirement in 2006, Mr. Kozlow worked as a draftsman for the installation of refractory ceramic fiber and an installation supervisor for Harbison/Carborundum, n/k/a Unifrax Corporation.

3. Plaintiff Michael R. Kozlow suffers from an asbestos-related cancer, including but not limited to, mesothelioma. Plaintiffs first became aware that Mr. Kozlow suffers from said disease(s) in or about July 15, 2019, and, subsequently thereto, became aware that the same was wrongfully caused.

5. The latency period for mesothelioma is in excess of any potentially applicable repose period for filing a worker's compensation or administrative occupational disease claim.

6. While employed by Employer Defendant, Plaintiff Michael R. Kozlow was unaware and had no reasonable way to know or realize the risks of being exposed to asbestos at

the various premises sites where he performed work. Employer Defendant should have anticipated that Plaintiff Michael R. Kozlow did not know and would not discover or realize the risks of being exposed to asbestos.

7. While present upon premises sites and job locations, including but not limited to those identified above in Count V, Plaintiff Michael R. Kozlow was exposed to asbestos fiber emanating from asbestos and asbestos-containing materials present and being used at said premises. Plaintiff Michael R. Kozlow inhaled, breathed or otherwise was exposed to asbestos fiber emanating from asbestos and asbestos-containing materials present and being used at said premises.

8. Plaintiff Michael R. Kozlow' inhalation, breathing or other exposure to said asbestos fibers was foreseeable and could or should have been anticipated by Employer Defendant, including that Plaintiff Michael R. Kozlow would be exposed off the premises and outside the course of his employment.

9. Employer Defendant knew or should have known that the asbestos fibers emanating from these products posed an unreasonable risk of harm to Plaintiff Michael R. Kozlow and others similarly situated.

10. Employer Defendant had a duty to use ordinary care to see that the premises at which Plaintiff Michael R. Kozlow worked and which he was foreseeably exposed to asbestos, were in a reasonably safe condition. Employer Defendant had a duty to use ordinary care for the safety of Plaintiff Michael R. Kozlow and others working with and/or around asbestos-containing products/materials and conducting any operations or activities on said premises. Employer Defendant had a duty in reducing or eliminating unreasonable risks that arose from said operations and/or activities.

11. Employer Defendant breached its duty to exercise ordinary care for the safety of Plaintiff Michael R. Kozlow and was negligent in one or more of the following respects:

(a) Specifying, selling, distributing, installing, maintaining, removing, and/or applying asbestos-containing products and materials, and/or engaging subcontractors to do so, even though it was completely foreseeable and could or should have been anticipated that persons such as Plaintiff Michael R. Kozlow would work with or around them, and would thereby inhale, breathe and otherwise be exposed to that asbestos;

(b) Specifying, selling, distributing, installing, maintaining, removing, and/or applying asbestos-containing products and materials and/or engaging subcontractors to do so, when the Employer Defendant knew or should have known that said asbestos fibers would have a carcinogenic, toxic, poisonous and/or highly deleterious effect upon the health of persons inhaling, breathing or otherwise being exposed to them;

(c) Specifying, selling, distributing, installing, maintaining, removing, and/or applying asbestos-containing products and materials, and/or engaging subcontractors to do so, when adequate substitutes were available;

(d) Failed to provide, or to insure that others provided any or adequate warnings to persons working with and around the products or materials of the dangers of inhaling, breathing or otherwise being exposed to asbestos fibers contained in them;

(e) Failed to provide or to insure that others provided any or adequate instructions concerning the safe methods of working with and around the products and/or materials, including specific instructions on how to avoid inhaling, breathing or otherwise being exposed to asbestos;

(f) Failed to conduct tests on the asbestos-containing products or materials sold, distributed, installed, maintained, removed, and/or applied in order to determine the hazards to which workers such as Plaintiff Michael R. Kozlow might be exposed while working with the products and materials;

(g) Failed to take reasonable precautions in the hiring and/or supervision of subcontractors to insure that adequate precautions were taken with regard to the use of asbestos-containing products or materials; and

(h) Failed to use or specify the use of available asbestos-free products as substitutes for asbestos-containing products.

12. As a direct and proximate result of one or more of the foregoing acts or omissions on the part of Employer Defendant mentioned above, Plaintiff Michael R. Kozlow inhaled, breathed, or was otherwise exposed to asbestos fibers causing him to develop the asbestos cancer aforesaid, which has severely disabled, disfigured, and injured him; Plaintiffs Michael R. Kozlow and Sandra W. Kozlow have in the past and will in the future be compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of Michael R. Kozlow's asbestos-induced cancer and conditions; Plaintiff Michael R. Kozlow has in the past and will in the future experience great physical pain and mental anguish as a result of the inhalation, breathing, and exposure to said asbestos fibers.

WHEREFORE, Plaintiffs pray judgment be entered against Employer/Premises Defendant, UNIFRAX CORPORATION, f/k/a Carborundum, for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for Plaintiff Michael R. Kozlow's injuries and losses, and for such other and further relief that this Court deems appropriate.

COUNT VII
NEGLIGENCE – CONTRACTOR

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants NOOTER CORPORATION and SPRINKMANN SONS CORPORATION (hereafter "Contractor Defendants"), allege as follows:

1. Plaintiffs adopt and incorporate all previous paragraphs as though fully set forth in this Count, except to the extent that such averments are inconsistent with any alternative liability or relief sought.

2. From 1965 until his retirement in 2007, Mr. Kozlow worked as a draftsman and an installation supervisor and visited and observed work performed at industrial sites, including but not limited to the following:

CONNECTICUT:

CITY/STATE	LOCATION	YEAR(S)
Bridgeport, CT	Carpenter Steel	1975

KENTUCKY:

CITY/STATE	LOCATION	YEAR(S)
Ferguson, KY	Crane Co.	1974, 1975

ILLINOIS:

CITY/STATE	LOCATION	YEAR(S)
Granite City, IL	Reilly Tar & Chemical	1972, 1973
East Peoria, IL	Caterpillar Tractor	1974, 1977
Peoria, IL	WABCO	1974, 1978, 1985
Springfield, IL	Fiat Allis	1976, 1977, late 1970s
Granite City, IL	N.L Industries	1977
Abington, IL	Briggs Manufacturing Co.	1977, 1978, 1979
Mt. Vernon, IL	Dowzer Electric	1977, 1978
Granite City, IL	Granite City Steel	1978

Salem, IL	Universal Grinding Wheel	1978, late 1970s, 1980
Girard, IL	International Vermiculite	1978, late 1970s
Hartford, IL	Clark Oil	Late 1970s
Peoria, IL	Keystone Steel & Wire	Late 1970s, 1980, 1983
Wood River, IL	Shell Refinery	1970s
Quincy, IL	Gardner Denver	Late 1970s
Hillsboro, IL	Asarco	1984, 1985
Alton, IL	Laclede Steel	1984
Kewanee, IL	Kewanee Boiler	1985
Rockport, IL	Eclipse (employed by Rex Roto)	1987

INDIANA:

CITY/STATE	LOCATION	YEAR(S)
Brazil, IN	Marion Brick	1977
Gary, IN	US Steel	1974, 1975
Indianapolis, IN	Indiana Metal Treating	1976, 1977
Kokomo, IN	Chrysler Corp.	1976, 1977
Mt. Vernon, IN	Indiana Farm Bureau Co-Op Assn	1977
Columbus, IN	Cummins Engine	1977
Kokomo, IN	Cabot Corp. (Stellite Division)	1977, 1978
Indianapolis, IN	FMC	Late 1970s
Indianapolis, IN	Bridgeport Brass (employed by Rex Roto 1987)	1979, 1987

Terre Haute, IN	GLAS-COL Apparatus (employed by Rex Roto)	1987

IOWA:

CITY/STATE	LOCATION	YEAR(S)
Dubuque, IA	John Deere	1980
Clinton, IA	Chemplex	Late 1970s
Cedar Falls, IA	Viking Pump	1981
Fort Dodge, IA	Georgia-Pacific	1980
Ankeny, IA	John Deere	1984

MARYLAND:

CITY/STATE	LOCATION	YEAR(S)
Sparrow Point, MD	Bethlehem Steel	1975
Baltimore, MD	Armco Steel	1975

MICHIGAN:

CITY/STATE	LOCATION	YEAR(S)
East Lansing, MI	Oldsmobile	1972, 1973, 1976
Detroit, MI	McLouth Steel	1974, late 1970s
Detroit, MI	General Motors	1975
Saginaw, MI	Central Foundry	1975
Detroit, MI	Bohn Aluminum (employed by Rex Roto)	1987

MISSOURI:

CITY/STATE	LOCATION	YEAR(S)
St. Louis, MO	W.R. Grace (Nooter was contractor)	1977, 1978
Kansas City, MO	Armco Steel	1979
Vandalia, MO	Harbison Walker	1980, 1985
St. Louis, MO	Nooter	1978
St. Louis, MO	Watlow Electric	1976-1985
St. Louis, MO	Carborundum	1981-1983
St. Louis, MO	Unitherm Furnace	1983
St. Louis, MO	Industrial Furnace Designers	1985

NEW YORK:

CITY/STATE	LOCATION	YEAR(S)
Niagara Falls, NY	Carborundum	1972-1975, 1980
Niagara Falls, NY	A.R. Brody, Inc.	1974
Buffalo, NY	Republic Steel	1974, 1975
Niagara Falls, NY	Sisson Erectors	1975
Rochester NY	Lynn Corp.	Early 1970s
Massena, NY	GM Central Foundry (employed by Rex Roto)	1987
Massena, NY	Reynolds Aluminum (employed by Rex Roto)	1987
Massena, NY	Alcoa Aluminum (employed by Rex Roto)	1987

Corning, NY	Corning (employed by Rex Roto)	1987

OHIO:

CITY/STATE	LOCATION	YEAR(S)
Yorkville, OH	Wheeling Pittsburgh Steel	1971, 1972, 1973
Cleveland, OH	Republic Steel	1972, 1973
Middleton, OH	Armco Steel	1972, 1973, 1976
Saxon, OH	Honing Co.	1972, 1973
Columbus, OH	Harrop Kilns	1972, 1973
Columbus, OH	Harrop Furnaces	1974
Columbus, OH	Buckeye Steel	1975
Orwell, OH	Champion Steel	1975
Sebring, OH	Royal China	1975
Cleveland, OH	Brush Wellman (employed by Rex Roto)	1986, 1987
Elyria, OH	Abex (employed by Rex Roto)	1987
Medina, OH	Chase Brass Industrial Systems (employed by Rex Roto)	1987
Salem, OH	Electric Furnace Co. (employed by Rex Roto)	1987
Warren , OH	Ajax Magnethermic (employed by Rex Roto)	1987
Warren, OH	Omega Induction Services (employed by Rex Roto)	1987

Cleveland, OH	North American Manufacturing (employed by Rex Roto)	1987
Mingo Junction, OH	Wheeling Pittsburgh Steel	1989

PENNSYLVANIA:

CITY/STATE	LOCATION	YEAR(S)
Carnegie, PA	Ed Cipriani/GFS Company was contractor for Wheeling Pittsburgh Steel	1971, 1972
Burnham, PA	Standard Steel	1972, 1973
Meadville, PA	Sunbeam Equipment Co.	1972, 1973
Etna, PA	Swindell Dressler	1972, 1973, late 1970s, 1996
Sarver, PA	Associated Ceramics	1973
Pittsburgh/Hazelwood, PA	J & L Steel	1974
Johnstown, PA	Davis Brake Beam	1974, 1975
Allenwood, PA	Allenwood Steel	1975
Burnham, PA	Standard Steel Company	1975
Lewistown, PA	Standard Steel Company	1975
St. Mary's, PA (Benzene Township)	Stackpole Carbon	1975
Titusville, PA	Universal Cyclops	1976
Oil City, PA	Electralloy (employed by Rex Roto)	1987
Ellwood City, PA	Elwood City Forge	1988, 1990, 1992
Washington, PA	Jessop Steel	1988, 1997

Latrobe, PA	Latrobe Steel	1988
Charleroi, PA	Corning	1988
Washington, PA	Washington Steel	1988, 1989
Kittanning, PA	Allegheny Power / Penn Power	1989
Johnstown, PA	Bethlehem Steel	1989
West Leechburg, PA	Allegheny Ludlum	1989
Sharon, PA	Sharon Steel	1989
New Castle, PA	Penn Power	1989
Irvin, PA	US Steel	1989
Brackenridge, PA	Allegheny Ludlum	1990, 1997
Johnstown, PA	Johnstown Axle Works	1990
Monaca, PA	Zinc Corp. of America	1990, 1991
Zelienople, PA	Vesuvius	1991, 1992, 1993
Glen Willard, PA	Thunder Manufacturing	1991
McCandless, PA	Allegheny County Training Center	1991
Hazelwood, PA	LTV Coke Plant	1992
Butler, PA	Armco Steel	1992, 1995, 1998
Braddock, PA	US Steel Edgar Thompson Works	1993
Saxonburg, PA	Duco Ceramics	1994, 1998, 1999
Tipton, PA	PPG	1995
Ford City, PA	Eljer	1995
Alcoa Center, PA	Alcoa Tech Center	1995, 1997

Punxsutawney, PA	NAC Carbon	1995
Lawrenceville, PA	McKamish	1996
East Butler, PA	Spang Magnetics	1996, 1997, 1999
Aliquippa, PA	J&L Structural	1996
Carnegie, PA	Erbrect Consulting	1998
New Castle, PA	North American Forge Masters	1998
Coraopolis, PA	Swindell Dressler	1998
New Castle, PA	Shenango Refractories	1998
New Castle, PA	Kasgro Rail	1999
Vandergrift, PA	Allegheny Ludlum	2000

SOUTH CAROLINA:

CITY/STATE	LOCATION	YEAR(S)
Georgetown, SC	Georgetown Ferro-Reduction	1973, 1974, 1975
Georgetown, SC	Midrex	1973, 1974
Georgetown, SC	Thermal Engineering	1973, 1974

UTAH:

CITY/STATE	LOCATION	YEAR(S)
Provo, Utah	US Steel	1974

WEST VIRGINIA:

CITY/STATE	LOCATION	YEAR(S)
Alloy, WV	In Co Alloys	1972, 1973

Browns Island/Weirton, WV	Weirton Steel	1972, 1973, 1974, 1992
Belle/Charleston, WV	DuPont	1976, 1994
Ravenswood, WV	Kaiser Aluminum and Chemical (employed by Rex Roto)	1986
Anmoore, WV	Union Carbide	1988, 1997
Natrium, WV	PPG	1988
Newell, WV	Newell Porcelain	1990
Ravenswood, WV	Ravenswood Aluminum	1995

WISCONSIN:

CITY/STATE	LOCATION	YEAR(S)
Cudahy, WI	Ladish Company	1976, late 1970s

(hereafter "exposure locations").

3. Contractor Defendants specified, sold, delivered, distributed, installed, supplied, removed, and/or applied asbestos-containing products and/or materials at some of the exposure locations identified above. Plaintiff Michael R. Kozlow worked with, in and/or around said products and materials, and the employees or agents of the Contractor Defendants at the exposure locations. Michael R. Kozlow was exposed to asbestos from asbestos-containing products and materials specified, sold, delivered, distributed, installed, supplied, removed, and/or applied by the Contractor Defendants and/or its subcontractors at the exposure locations.

4. At all times herein mentioned, said asbestos-containing products and materials were being utilized in the manner and for the purposes for which they were intended.

5. Plaintiff Michael R. Kozlow's inhalation, breathing and exposure to the asbestos

fibers emanating from these products and materials was entirely foreseeable and could or should have been anticipated by the Contractor Defendants.

6. Contractor Defendants knew or should have known that the asbestos emanating from these products had a carcinogenic, toxic, poisonous and highly deleterious effect upon the health of Plaintiff Michael R. Kozlow and other persons inhaling, breathing or being exposed to them.

7. At all times herein mentioned, Contractor Defendants had the duty to exercise ordinary care for the safety of Plaintiff Michael R. Kozlow, and others working with and/or around said asbestos-containing products and materials.

8. Contractor Defendants failed to exercise ordinary care for the safety of Plaintiff Michael R. Kozlow in one or more of the following respects:

(a) Specifying, selling, distributing, delivering, installing, supplying, removing, and/or applying asbestos-containing products and materials, and/or engaging subcontractors to do so, even though it was completely foreseeable and could or should have been anticipated that persons such as Plaintiff Michael R. Kozlow would work with or around them, and would inhale, breathe or otherwise be exposed to asbestos fibers;

(b) Specifying, selling, distributing, delivering, installing, supplying, removing, and/or applying asbestos-containing products and materials, and/or engaging subcontractors to do so, when Contractor Defendant(s) knew or should have known that said asbestos fibers would have a carcinogenic, toxic, poisonous and highly deleterious effect upon the health of persons inhaling, breathing or otherwise being exposed to them;

(c) Specifying, selling, distributing, delivering, installing, supplying, removing, and/or applying asbestos-containing products and materials, and/or engaging subcontractors to do so, when adequate substitutes were available;

(d) Failed to provide, or to insure that others provided any or adequate warnings to persons working with and around the products and

materials of the dangers of inhaling, breathing or otherwise being exposed to the asbestos contained in them;

(e) Failed to provide or to insure that others provided any or adequate instructions concerning the safe methods of working with and around the products and materials, including specific instructions on how to avoid inhaling, breathing or otherwise being exposed to the asbestos in them;

(f) Failed to conduct tests on the asbestos-containing products and materials which it sold, distributed, delivered, installed, supplied, removed, and/or applied in order to determine the hazards to which workers such as Plaintiff Michael R. Kozlow might be exposed while working with the products and materials,

(g) Failed to take reasonable precautions in the hiring and/or supervision of subcontractors to insure that adequate precautions were taken with regard to the use of asbestos-containing products and materials;

(h) Failed to use or specify the use of available asbestos-free products and materials as substitutes for asbestos-containing materials.

9. As a direct and proximate result of one or more of the foregoing acts or omissions on the part of Contractor Defendants, Plaintiff Michael R. Kozlow inhaled, breathed or otherwise was exposed to asbestos causing him to develop the asbestos disease mesothelioma which greatly injured, disabled and disfigured him; Plaintiffs Michael R. Kozlow and Sandra W. Kozlow have been and will continued to be compelled to expend and become liable for large sums of money for hospital, medical and other health care services necessary for the treatment of Michael R. Kozlow's mesothelioma; Plaintiff Michael R. Kozlow has suffered and will continue to suffer great physical pain, lost wages, and mental anguish as a result of his being afflicted with asbestos-induced mesothelioma.

WHEREFORE, Plaintiffs pray judgment be entered against Defendants NOOTER CORPORATION and SPRINKMANN SONS CORPORATION for a sum in excess of FIFTY

THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate Plaintiff Michael R. Kozlow for injuries and losses.

COUNT VIII
FRAUDULENT CONVEYANCE
UNIFORM FRAUDULENT TRANSFER ACT, 740 ILCS 160/1--12

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants GARDNER DENVER, INC., Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC); and TRANE U.S., INC., Individually and as alter ego of Murray Boiler LLC (a North Carolina LLC) and Trane U.S. Inc. (a Delaware corporation).

1. As of April 30, 2020, two entities with histories of poisoning people with asbestos—The Trane Company and Ingersoll-Rand Company (which also possessed the liabilities for Gardner Denver, Inc.)—were wholly controlled by a parent Irish corporation, Ingersoll-Rand plc (now known as Trane Technologies plc). On April 30 and May 1, 2020, with fraudulent intent to shield assets from persons injured by asbestos-related malfeasance, the parent company (and its subsidiaries) executed a complex scheme to move their massive asbestos liabilities into two newly-formed, undercapitalized entities. Those new entities intend to file for bankruptcy on (or soon after) July 31, 2020, an act that will pervert justice by depriving Plaintiffs of the ability to seek damages for the asbestos-related injuries alleged in this case.

2. The complex, ongoing scheme undertaken by Trane / Ingersoll-Rand utilizes a Texas procedure called a "divisional merger." Under that scheme, a company can split into two separate entities, assigning liabilities and assets as it wishes.

3. The asbestos liabilities of both The Trane Company and Ingersoll-Rand Company both passed through divisive mergers less than five weeks ago. To wit:

A. <u>Ingersoll-Rand Co.: split into overcapitalized Trane Techs. Co. LLC (DE) and undercapitalized Aldrich Pump LLC (NC).</u>

i. On April 30, 2020, the parent company (using assorted subsidiaries and shell companies) formed a new Texas LLC, Trane Technologies Company, LLC ("TTC1").

ii. On May 1, 2020:

1. At 9:00 a.m., Ingersoll-Rand Co. (NJ) merged with the newly-formed Trane Technologies Co., LLC (TX). The resulting company was also name Trane Technologies Co., LLC (a Texas LLC) ("TTC2").

2. The resulting company performed a divisive merger, splitting into two Texas LLCs: Aldrich Pump LLC and Trane Technologies Co. LLC ("TTC3").

a. The bulk of assets formerly belonging to Ingersoll-Rand Co. were assigned to Trane Technologies Co. LLC ("TTC3"). At the same time, none of the asbestos liabilities formerly belonging to Ingersoll-Rand Co. were assigned to TTC3. At 8:03 a.m. on May 1, the new, hypercapitalized TTC3—now saddled with none of the asbestos liabilities it had generated over decades—moved to Delaware and became Trane Technologies Co. LLC (a Delaware LLC) ("TTC4").

b. All asbestos liabilities formerly belonging to Ingersoll-Rand Co. were assigned to the newly-formed and undercapitalized Aldrich Pump LLC (a Texas LLC). Also on May 1, 2020, Aldrich Pump LLC (TX) moved to North Carolina, where it currently exists.

iii. On July 31, 2020, or shortly thereafter, Aldrich Pump LLC (a North Carolina LLC) will declare bankruptcy, thereby hindering, delaying, and defrauding parties injured by Ingersoll-Rand Co. of the opportunity to recover damages for

injuries sustained. (Other asbestos-containing product manufacturers, searching for a friendly federal bankruptcy jurisdiction, have moved their undercapitalized corporate shells to North Carolina. For example, Kaiser Gypsum and Georgia Pacific have recently moved their undercapitalized subsidiaries—with all asbestos liabilities attached—to North Carolina, and have declared bankruptcy shortly thereafter.)

iv. **The maneuvering of assets and liabilities from Ingersoll-Rand Co. to Trane Techs. Co. LLC (Del.) (TTC4) and Aldrich Pump LLC was fraudulent, and made without Ingersoll-Rand's overcapitalized successors receiving a reasonably equivalent value in exchange for the transfer of assets and liabilities of Ingersoll-Rand Co. to TTC4.**

v. **Numerous indicia of fraudulent intent litter the divisional mergers and attendant transfers of assets and liabilities described herein. To wit:**

1. **The transfers—large multimillion dollar transactions—were made by and for the benefit of insiders, with all corporate entities used to effectuate said transferred owned and controlled by the corporate parents of Ingersoll-Rand, Aldrich Pump LLC, and TTC4;**

2. **The transfers were concealed and structured to create confusion about the entities by forming two "new" companies;**

3. **At the time Ingersoll-Rand merged into a newly minted Texas corporation for the purpose of performing a divisive merger, it had been named in (and was aware it would continue to be named in) hundreds of asbestos personal injury cases across the United States;**

4. **The consideration received by TTC3 for the transfers of assets and liabilities to Aldrich Pump LLC and TTC4 was not reasonably equivalent to the value of the assets transferred;**

5. Ingersoll-Rand and its intermediate entities (the various Trane Technology Companies formed in Texas) ceased to exist immediately upon the fraudulent transfers of assets and liabilities described above;

6. The scheme described above was executed at a time when Ingersoll-Rand Co. was faced with substantial liabilities;

7. he assets transferred in the scheme described herein all ended up in possession and control of an insider—specifically, Trane Technologies Co. LLC (Del.) ("TTC4");

8. The transfer of assets and liabilities via divisional merger rendered Aldrich Pump LLC virtually insolvent with respect to its ability to pay its expected massive asbestos liabilities as they come due, including liability owed to Plaintiffs; and

9. Neither Aldrich Pump LLC nor any of the entities created on April 30 and May 1, 2020, are good faith transferees of the assets and/or liabilities originally belonging to Ingersoll-Rand Co.

vi. No legitimate business purpose supported the movement of Ingersoll-Rand Co.'s asbestos liabilities from Delaware to a new North Carolina entity. The only purpose of the segregation of Ingersoll-Rand Co.'s asbestos liabilities in Aldrich Pump LLC was to improve the position of the beneficial owners of Trane Technologies Co. LLC compared to those injured by its asbestos products, and to hinder and delay injured parties from seeking compensation for the devastation created by Ingersoll-Rand's years of sales of asbestos-containing products.

vii. Aldrich Pump LLC is the alter ego of Trane Technologies Co. LLC (Del.) and its corporate parents. The entities have common ownership and, via the execution of the scheme outlined above, adherence to the corporate form would promote unjust and inequitable circumstances insofar that Plaintiffs here will be hindered, delayed, and/or prevented from seeking damages against the entity responsible for Plaintiff's injuries. Adherence to the fiction of Aldrich Pump LLC and Trane

Techs. Co. LLC (Del.) as separate entities would sanction a fraud against legitimate creditors (like Plaintiffs) and would promote injustice.

B. <u>Trane U.S. Inc.: split into overcapitalized Trane U.S. Inc. (DE) and undercapitalized Murray Boiler LLC (NC)</u>

i. On May 1, 2020, at 8:00 a.m., Trane U.S. Inc. (a DE corp.) (here, "Old Trane") moved to Texas, where it became Trane U.S. Inc. (a TX corp.).

ii. On May 1, 2020, at 8:01 a.m., Trane U.S. Inc. (TX) performed a divisive merger, splitting into two Texas entities: Murray Boiler LLC and Trane U.S. Inc. ("New Trane–TX").

a. The bulk of assets formerly belonging to Old Trane were assigned to New Trane–TX. At the same time, none of the asbestos liabilities formerly belonging to Old Trane were assigned to New Trane–TX. Also on May 1, the new, hypercapitalized New Trane–TX (now saddled with none of the asbestos liabilities it had generated over decades) moved back to Delaware, becoming Trane U.S. Inc. (a Delaware corp.) (here, "New Trane–DE").

b. All asbestos liabilities formerly belonging to Old Trane were assigned to the newly formed (and undercapitalized) Murray Boiler LLC (a TX LLC). At 2:31 p.m. on May 1, 2020, Murray Boiler LLC (TX) moved to North Carolina, becoming Murray Boiler LLC (a North Carolina LLC).

iii. On July 31, 2020, or shortly thereafter, Murray Boiler LLC (a North Carolina LLC) will declare bankruptcy, thereby hindering, delaying, and defrauding parties injured by Old Trane of the opportunity to recover damages for injuries sustained. (Other asbestos-containing product manufacturers, searching for a friendly federal bankruptcy jurisdiction, have moved their undercapitalized corporate shells to North Carolina. For example, Kaiser Gypsum and Georgia Pacific have recently moved their undercapitalized subsidiaries—with all asbestos

liabilities attached—to North Carolina, and have declared bankruptcy shortly thereafter.)

iv. The maneuvering of assets and liabilities from Old Trane to New Trane–DE and Murray Boiler LLC was fraudulent, and made without New Trane–TX receiving a reasonably equivalent value in exchange for the transfer of assets and liabilities of Old Trane–DE to New Trane–TX (and then to New Trane–DE).

v. Numerous indicia of fraudulent intent litter the divisional mergers and attendant transfers of assets and liabilities described herein. To wit:

a. The transfers—large multimillion dollar transactions—were made by and for the benefit of insiders, with all corporate entities used to effectuate said transferred owned and controlled by New Trane–DE's corporate parent;

b. The transfers were concealed and structured to create confusion about the entities by forming two "new" companies;

c. At the time Old Trane converted into a Texas corporation for the purpose of performing a divisive merger, it had been named in (and was aware it would continue to be named in) hundreds of asbestos personal injury cases across the United States;

d. The consideration received by New Trane-TX for the transfers of assets and liabilities to Murray Boiler and New Trane was not reasonably equivalent to the value of the assets transferred;

e. Old Trane and its intermediate entities (the two "New Tranes" formed in Texas) ceased to exist immediately upon the fraudulent transfers of assets and liabilities described above;

f. The scheme described above was executed at a time when Old Trane was faced with substantial liabilities;

g. The assets transferred in the scheme described herein all ended up in possession and control of an insider—specifically, Trane U.S. Inc. (Del.) (a/k/a New Trane–DE);

h. The transfer of assets and liabilities via divisional merger rendered Murray Boiler LLC virtually insolvent with respect to

its ability to pay its expected massive asbestos liabilities as they come due, including liability owed to Plaintiffs; and

i. Neither Murray Boiler LLC nor any of the companies created on May 1, 2020, are or were good faith transferees of the assets or liabilities of Old Trane.

vi. No legitimate business purpose supported the movement of Old Trane's asbestos liabilities from Delaware to a new North Carolina entity. The only purpose of the segregation of Old Trane's asbestos liabilities in Murray Boiler LLC (NC) was to improve the position of the beneficial owners of New Trane–DE compared to those injured by its asbestos products, and to hinder and delay injured parties from seeking compensation for the devastation created by Old Trane's years of sales of asbestos-containing products.

vii. Murray Boiler LLC is the alter ego of Trane U.S. Inc. (Del.) and its corporate parents. The entities have common ownership and, via the execution of the scheme outlined above, adherence to the corporate form would promote unjust and inequitable circumstances insofar that Plaintiffs here will be hindered, delayed, and/or prevented from seeking damages against the entity responsible for Plaintiff's injuries. Adherence to the fiction of Murray Boiler LLC and Trane U.S. Inc. (Del.) as separate entities would sanction a fraud against legitimate creditors (like Plaintiffs) and would promote injustice.

WHEREFORE Plaintiffs request all relief available under controlling law and equity including but not limited to:

a. A ruling that Trane U.S. Inc., Murray Boiler LLC (a North Carolina LLC), and "New Trane" (Trane U.S. Inc.) are jointly and severally liable for the asbestos liabilities of the Trane Company, Trane U.S. Inc., and Murray Boiler LLC (a North Carolina LLC), including those in this case;

b. The avoidance of the transfers created by the divisional merger;

c. An injunction against Trane U.S. Inc. (Del.) and Murray Boiler LLC (a North Carolina LLC) precluding any further disposition by those entities of any of the assets transferred by Trane U.S. Inc. (Tex.) in the divisional merger;

d. An Order finding that the divisional merger was conducted as part of a fraudulent transfer and that the merger shall immediately be rescinded as to Murray Boiler LLC (Texas), Murray Boiler LLC (North Carolina), Trane U.S. Inc. (Texas), and Trane U.S. Inc. (Del.), and their managers and members and that, if such actions are not taken within 5 days of the date of the Order, appointing a receiver to take charge of all assets transferred and all other property of the transferees to preserve the value of such assets for the asbestos creditors of Murray Boiler LLC (Texas), Murray Boiler LLC (North Carolina), Trane U.S. Inc. (Texas), and Trane U.S. Inc. (Del.) including the plaintiffs herein; and

e. All such other and further equitable and legal relief available to this Court to unwind the fraudulent transfers and preserve the assets of the Trane Co., Trane U.S. Inc. and/or Murray Boilers LLC (NC), for the benefit of their creditors, including its present and future asbestos liabilities.

COUNT IX
WILLFUL AND WANTON MISCONDUCT – CONSOLIDATED

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, state as follows:

1. Plaintiffs adopt and incorporate all previous paragraphs as though fully set forth in this Count, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. Defendants had a duty to refrain from willful and wanton acts or omissions which would harm Plaintiff.

3. In addition to the conduct set forth in paragraph 17 of Count I, Defendants also engaged in the said conduct intentionally or with a reckless disregard for the safety of Plaintiff.

4. In addition to the conduct set forth in paragraph 2 of Count III, Conspirators also engaged in the conduct set forth therein intentionally or with a reckless disregard for the effect of such actions on Plaintiff.

5. In addition to the conduct set forth in paragraph 6 of Count IV, Defendants also engaged in the conduct set forth therein intentionally or with a reckless disregard for the effect of such actions on Plaintiff.

6. In addition to the conduct set forth in paragraph 8 of Count V, Premises Defendants also engaged in the said conduct intentionally or with a reckless disregard for the safety of Plaintiff.

7. In addition to the conduct set forth in paragraph 11 of Count VI, Employer Defendant also engaged in the said conduct intentionally or with a reckless disregard for the safety of Plaintiff.

8. In addition to the conduct set forth in paragraph 8 of Count VII, Contractor Defendants also engaged in said conduct intentionally or with a reckless disregard for the safety of Plaintiff.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendants, and each of them, and that they be awarded in excess of FIFTY THOUSAND DOLLARS ($50,000.00), and for such further relief that is just and proper under the circumstances.

COUNT X
LOSS OF CONSORTIUM

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, state as follows:

1. Plaintiff Sandra W. Kozlow is and has been the lawful spouse of Plaintiff Michael R. Kozlow. At the time that Michael R. Kozlow was diagnosed with mesothelioma, Sandra W. Kozlow was cohabitating with Michael R. Kozlow and enjoying his companionship and care.

2. As a direct and proximate result of the conduct described in the allegations contained in Counts I-IX of this Complaint, Plaintiff Sandra W. Kozlow has suffered the loss of consortium and damage to the marital and social relationship with Michael R. Kozlow including, but not limited to, the loss of his services, comfort, affection, and the effects of Michael R. Kozlow's disease upon Plaintiff Sandra W. Kozlow and their relationship and daily activities, due to his injuries and disabilities. They have further incurred expenses for medical attention rendered to Michael R. Kozlow and will continue to incur such expenses.

WHEREFORE, Plaintiffs pray judgment be entered against all Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for injuries suffered by Sandra W. Kozlow and the marital relationship and for such additional and further relief to which she may show herself to be justly entitled.

MAUNE RAICHLE HARTLEY
FRENCH & MUDD, LLC

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IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

MICHAEL R. KOZLOW and SANDRA W. KOZLOW,

Plaintiffs,

vs.

AJAX MAGNETHERMIC CORPORATION, *et al*.,

Defendants.

Cause No. 19 L 1521

MOTION TO AMEND COMPLAINT

Plaintiffs Michael R. Kozlow and Sandra W. Kozlow bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and hereby respectfully move this Court for leave to amend their Complaint:

1. Plaintiffs seek leave of Court to amend their Complaint to substitute **GARDNER DENVER, INC., Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC);** and **TRANE U.S., INC., Individually and as alter ego of Murray Boiler LLC (a North Carolina LLC) and Trane U.S. Inc. (a Delaware corporation);** as party defendants, and add a new Count VIII in the above-entitled matter.

2. Substitution of GARDNER DENVER, INC., Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC) is to correct misnomer of GARDNER DENVER, INC., a defendant in the original complaint. Plaintiffs seek leave to substitute **GARDNER DENVER, INC., Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC)** as a defendant.

3. Substitution of TRANE U.S., INC., Individually and as alter ego of Murray Boiler LLC (a North Carolina LLC) and Trane U.S. Inc. (a Delaware corporation) is to correct misnomer of TRANE U.S., INC., a defendant in the original complaint. Plaintiffs seek leave to substitute **TRANE U.S., INC., Individually and as alter ego of Murray Boiler LLC (a North Carolina LLC) and Trane U.S. Inc. (a Delaware corporation)** as a defendant.

4. Substitution of these defendants and the addition of a new Count VIII is based on information recently obtained by Plaintiffs.

5. Substituting defendants and adding a new Count VIII as set forth in paragraph 1 will not delay the discovery process or trial as to the other named defendants.

6. Substituting defendants and adding a new Count VIII is necessary and made on the good-faith basis that said defendants are liable.

WHEREFORE, Plaintiffs pray this Honorable Court enter an Order allowing them to include the forenamed entities as party defendants and a new Count VIII on their Seventh Amended Complaint, and for any further such Orders as the Court deems just and proper.

Respectfully submitted,

MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC

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Attorneys for Plaintiffs

Exhibit 6

IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

JOSEPH M. HAMLIN and DEBBIE HARRISON,

Plaintiffs,

vs.

AMERON INTERNATIONAL CORPORATION, Individually and as successor-in-interest to Bondstrand;

ARVINMERITOR, INC.;

ATLANTIC RICHFIELD COMPANY;

BORGWARNER MORSE TEC LLC, as successor-by-merger to Borg-Warner Corporation;

CAMERON INTERNATIONAL CORPORATION, Individually and including its WKM valve brand and as successor-in-interest to Orbit Valve International, Inc.;

CHEVRON U.S.A., INC.;

CHEVRON PHILLIPS CHEMICAL COMPANY, LP;

CONOCOPHILLIPS COMPANY;

CRANE CO.;

DCO, LLC, f/k/a Dana Companies;

EATON CORPORATION;

EL PASO NATURAL GAS COMPANY, L.L.C.;

FLOWSERVE CORPORATION, successor in interest to Durametallic Corporation;

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FLOWSERVE US, INC., successor-in-interest to Nordstrom Valve Company;

FLOWSERVE US, INC., solely as successor to Rockwell Manufacturing Co.;

FMC CORPORATION;

FMC CORPORATION, Individually and as successor-in-interest to Peerless Pump Company;

FONTAINE TRAILER COMPANY, LLC;

FORD MOTOR COMPANY;

GARDNER DENVER, INC., **Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC);**

GENERAL ELECTRIC COMPANY;

GOULDS PUMPS, INCORPORATED;

GREENE TWEED & COMPANY, INC., Individually and as distributor for Palmetto Gaskets;

HEIL CO., THE;

HEIL TRAILER INTERNATIONAL, LLC;

HERCULES LLC;

HOBART BROTHERS LLC, f/k/a Hobart Brothers Company;

HONEYWELL INTERNATIONAL, INC., Individually and as successor to AlliedSignal, Inc. and The Bendix Corporation;

IMO INDUSTRIES, INC., Individually and as successor-in-interest DeLaval Turbine Inc.;

INGERSOLL-RAND COMPANY**,**
Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC);

ITW FOOD EQUIPMENT GROUP LLC, as successor to The Hobart Corporation;
J.M. HUBER CORPORATION;

JOHN CRANE, INC.;

KENTUCKY TRAILER;

MACK TRUCKS, INC.;

MARATHON PETROLEUM COMPANY, LP, Individually and as successor-in-interest to Andeavor, f/k/a Tesoro Corporation;

METROPOLITAN LIFE INSURANCE COMPANY;

NASH ENGINEERING COMPANY, THE;

NAVISTAR, INC.;

PITTS ENTERPRISES, INCORPORATED, Individually and as successor-in-interest to Dorsey Trailers, Inc.;

PNEUMO ABEX LLC, Individually and as successor-by-merger to PNEUMO ABEX CORPORATION, successor-in-interest to ABEX CORPORATION f/k/a AMERICAN BRAKE SHOE COMPANY, f/k/a AMERICAN BRAKE SHOE and FOUNDRY COMPANY including the AMERICAN BRAKEBLOK DIVISION, successor-by-merger to the AMERICAN BRAKE SHOE and FOUNDRY COMPANY and THE AMERICAN BRAKEBLOK CORPORATION, f/k/a THE AMERICAN BRAKE MATERIALS CORPORATION;

POWER-UTILITY PRODUCTS COMPANY, a/k/a Pupco;

SHELL OIL COMPANY;

STRICK TRAILERS, LLC;

UNION OIL COMPANY OF CALIFORNIA;

VIACOMCBS INC. f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation;

WARREN PUMPS, LLC;

WEIR VALVE & CONTROLS USA, INC. as successor-in-interest to Atwood & Morrill Valve Company;

WESTERN AUTO SUPPLY COMPANY;

ZF ACTIVE SAFETY US INC. f/k/a Kelsey-Hayes Company;

Defendants.

FIFTH AMENDED COMPLAINT
COUNT I
NEGLIGENCE

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, states as follows:

1. Plaintiff Joseph M. Hamlin is a resident of the State of Texas.

2. Defendant JOHN CRANE, INC. is organized and existing pursuant to Illinois law and doing business in Madison County, Illinois.

3. Plaintiffs allege that Defendants have, at all times material to these causes of action, through and including the present, maintained sufficient contact with the State of Illinois and/or transacted substantial revenue-producing business in the State of Illinois to subject them to the jurisdiction of this Court pursuant to Illinois long-arm statutes.

4. Defendants are corporations who are amenable to jurisdiction in the Courts of Illinois for numerous reasons, including, but not limited to:

(a) Defendants are either Illinois corporations or foreign corporations that now conduct or have conducted business or business ventures within Illinois, or have had offices or agencies within Illinois, which subjects them to jurisdiction within Illinois;

(b) The alleged causes of action arise out of or relate to the business or business ventures conducted by Defendants within Illinois or through which Defendants purposefully availed themselves of Illinois, invoked the benefits and protections of Illinois law, or otherwise could reasonably have foreseen that their activities would subject them to jurisdiction of the Illinois courts;

(c) Defendants' asbestos or asbestos-containing products were sold in Illinois, Defendants were aware that their products would be sold in Illinois, and Defendants directly or indirectly availed themselves of the Illinois market as a market for their products;

(d) Each foreign corporation Defendant engaged in a course of conduct that was nationwide, including within Illinois, in its distribution and sale of asbestos or asbestos-containing products and in its failure to provide adequate warnings;

(e) Each foreign corporation Defendant specifically targeted Illinois, directly or indirectly, as a market for its asbestos or asbestos-containing products;

(f) Each foreign corporation Defendant, through agents, employees, brokers, jobbers, wholesalers, or distributors, has sold, consigned, or leased tangible or intangible personal property to persons in Illinois;

(g) Each foreign corporation Defendant designed, developed, tested, manufactured, assembled, distributed, labeled, packaged, supplied,

and/or created a marketing strategy for its asbestos products in Illinois;

(h) Each foreign corporation Defendant has committed wrongful acts either outside or inside Illinois, causing injury to Plaintiff;

(i) Each foreign corporation Defendant derives substantial revenue from interstate or international commerce and should reasonably have expected its acts to have consequences in Illinois or any other state that would subject it to liability in those states;

(j) Each foreign corporation Defendant has conducted substantial and not isolated activity within Illinois;

(k) Each foreign corporation Defendant purchased asbestos-containing components that were incorporated into its asbestos products in Illinois and/or purchased asbestos-containing components that were manufactured in Illinois, and/or purchased asbestos-containing components from Illinois suppliers; and

(l) Each foreign corporation Defendant registered for the right to conduct intrastate business in Illinois, conducted intrastate business in Illinois pursuant to such registration, maintained a registered agent for service of process in Illinois, and/or was served with process in this case via its Illinois registered agent.

5. Plaintiff Joseph M. Hamlin's mesothelioma and any other asbestos-related health conditions from which he suffers are indivisible injuries that resulted from the combined effects of his exposures to the asbestos products of all Defendants, including all of his exposures in the various states in which he may have been exposed to asbestos.

6. In 1966, Plaintiff Joseph M. Hamlin worked as a laborer for Fell Oil & Gas near Skellytown, Texas, applying tar coating to steel pipelines.

7. In 1970, Plaintiff Joseph M. Hamlin worked as a rough neck and floor hand at Cactus Drilling Company in Hobbs, New Mexico. Mr. Hamlin worked with and around pumps, valves, and drilling mud additives, replacing gaskets and packing, and mixing drilling mud additives.

8. In approximately 1971, Plaintiff Joseph M. Hamlin worked as an insulator at Chaco Canyon Gas Plant in Farmington, New Mexico, replacing insulated piping on outdoor natural gas pipelines.

9. In 1972, for a time, Plaintiff Joseph M. Hamlin worked as a truck driver for McKinley Trucking in Canadian, Texas. Mr. Hamlin hauled muds used in the drilling process to various drilling rig sites. He was present when the drilling muds were being prepared and mixed, and then pumped into his tanker truck and pumped into the mud pits.

10. At various times from approximately 1970 through 1973, Mr. Hamlin worked as a "roustabout" performing pipefitting work at various oil and gas sites and other industrial areas in and around Pampa, Texas. He worked with and around piping, valves, pumps, including replacing gaskets and packing.

11. From 1973 to 1974, Plaintiff Joseph M. Hamlin worked as a welder for Cabot Corporation in Texas. Mr. Hamlin worked in the welding shop and at various times wore defective and/or asbestos-containing personal protective gear, including but not limited to welding gloves, aprons, and blankets. Additionally, Mr. Hamlin worked in the direct vicinity of other tradesmen performing maintenance and repairs.

12. In 1974, Mr. Hamlin worked for Surface Fracturing Company at sites in Oklahoma and near Pampa, Texas. He performed a variety of tasks including hauling, dumping and mixing chemicals used in the oil and gas fracking process.

13. From 1974 to 1984, Plaintiff Joseph M. Hamlin owned and operated his own welding rig in Pampa, Texas. Mr. Hamlin worked as a welder and pipefitter while employed by multiple contractors at local gas plants, refineries, and on pipelines throughout the Pampa, Texas area. During his career Mr. Hamlin welded, removed, installed, and repaired steel and steam pipes,

flanges, and valves. Additionally, Mr. Hamlin worked in the direct vicinity of other tradesmen, including but not limited to millwrights, boiler makers, pipefitters, electricians, laborers, and insulators.

14. In 1975, Plaintiff Joseph M. Hamlin worked as a mechanic at The Bug Shop in Huntsville, Texas. Mr. Hamlin performed mechanical maintenance and repairs, including the replacement of brakes, and clutches. Additionally, Mr. Hamlin worked in the direct vicinity of the auto body work bay, which included the application and sanding of auto body filler.

15. From 1985 to 1995, Plaintiff Joseph M. Hamlin worked as a superintendent and welding inspector for several different drilling contractors throughout Alaska. Mr. Hamlin performed pipe inspections and heat stressing tests at several drilling platforms, which included removing the packing from valve stems and replacing gaskets on valves flanges. Additionally, Mr. Hamlin worked in the direct vicinity of other tradesmen performing work.

16. From 1995 to 1997, Plaintiff Joseph M. Hamlin worked as a subcontractor for Insitu Corporation in Conroe, Texas. Mr. Hamlin inspected pipe installation on steam lines running from the docks to the Con Ed building were the steam-powered generators where located. Part of Mr. Hamlin's job responsibilities required him to be around and crawl through a lot of old asbestos wrapped pipes.

17. In the 1960s and 1970s, Plaintiff Joseph M. Hamlin performed non-occupational automotive repair work, including the removal and replacement of brakes and clutches on his personal vehicles.

18. During the course of Plaintiff Joseph M. Hamlin's employment at the location(s) and at the jobs mentioned above, during non-occupational work projects, and/or in other ways, Plaintiff Joseph M. Hamlin inhaled and was otherwise exposed to asbestos fibers emanating from

certain products that he was working with and around and which were designed, manufactured, sold, delivered, distributed, processed, applied, supplied, specified, and/or installed by Defendants: AMERON INTERNATIONAL CORPORATION, Individually and as successor-in-interest to Bondstrand; BORGWARNER MORSE TEC LLC, as successor-by-merger to Borg-Warner Corporation; CAMERON INTERNATIONAL CORPORATION, Individually and including its WKM valve brand and as successor-in-interest to Orbit Valve International, Inc.; CHEVRON U.S.A., INC.; CHEVRON PHILLIPS CHEMICAL COMPANY, LP; CRANE CO.; DCO, LLC, f/k/a Dana Companies; FLOWSERVE CORPORATION, successor in interest to Durametallic Corporation; FLOWSERVE US, INC., successor-in-interest to Nordstrom Valve Company; FLOWSERVE US, INC., solely as successor to Rockwell Manufacturing Co.; FMC CORPORATION, Individually and as successor-in-interest to Peerless Pump Company; GARDNER DENVER, INC., **Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC);** GENERAL ELECTRIC COMPANY; GOULDS PUMPS, INCORPORATED; GREENE TWEED & COMPANY, INC., Individually and as distributor for Palmetto Gaskets; HERCULES LLC; HOBART BROTHERS LLC, f/k/a Hobart Brothers Company; HONEYWELL INTERNATIONAL, INC., Individually and as successor to AlliedSignal, Inc. and The Bendix Corporation; IMO INDUSTRIES, INC., Individually and as successor-in-interest DeLaval Turbine Inc.; INGERSOLL-RAND COMPANY**, Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC);** ITW FOOD EQUIPMENT GROUP LLC, as successor to The Hobart Corporation; JOHN CRANE, INC.; NASH ENGINEERING COMPANY, THE; PNEUMO ABEX LLC, Individually and as successor-by-merger to PNEUMO ABEX CORPORATION, successor-in-interest to ABEX CORPORATION f/k/a AMERICAN

BRAKE SHOE COMPANY, f/k/a AMERICAN BRAKE SHOE and FOUNDRY COMPANY including the AMERICAN BRAKEBLOK DIVISION, successor-by-merger to the AMERICAN BRAKE SHOE and FOUNDRY COMPANY and THE AMERICAN BRAKEBLOK CORPORATION, f/k/a THE AMERICAN BRAKE MATERIALS CORPORATION; VIACOMCBS INC. f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation; POWER-UTILITY PRODUCTS COMPANY, a/k/a Pupco; WARREN PUMPS, LLC; WEIR VALVE & CONTROLS USA, INC. as successor-in-interest to Atwood & Morrill Valve Company; and WESTERN AUTO SUPPLY COMPANY.

19. Plaintiff Joseph M. Hamlin's exposure to the materials, products, equipment, activities, and conditions attributable to the various Defendants occurred at different times as to each and not necessarily throughout his entire career or life as to any particular Defendant.

20. At all times herein set forth, Defendants' products were being employed in the manner and for the purposes for which they were intended.

21. Plaintiff Joseph M. Hamlin's inhalation of and exposure to the asbestos fibers emanating from the above-mentioned products and equipment was completely foreseeable and could or should have been anticipated by Defendants.

22. Defendants knew or should have known that the asbestos fibers contained in their products had a toxic, poisonous, and highly deleterious effect upon the health of persons inhaling or otherwise being exposed to them. Moreover, Defendants knew or should have known asbestos is a carcinogen.

23. Plaintiff Joseph M. Hamlin suffers from an asbestos-related cancer, including but not limited to, mesothelioma. Plaintiffs first became aware that Mr. Hamlin suffers from said

disease(s) on or about November 30, 2019, and, subsequently thereto, became aware that the same was wrongfully caused.

24. At all times herein relevant, Defendants had a duty to exercise reasonable care and caution for the safety of Plaintiff Joseph M. Hamlin and others working with and around the asbestos-containing products of Defendants.

25. Defendants failed to exercise ordinary care and caution for the safety of Plaintiff Joseph M. Hamlin in one or more of the following respects:

(a) Included asbestos in their products, even though it was completely foreseeable and could or should have been anticipated that persons such as Joseph M. Hamlin working with or around them would inhale, breathe in, or otherwise be exposed to great amounts of that asbestos;

(b) Included asbestos in their products when Defendants knew or should have known that said asbestos fibers would have a carcinogenic, toxic, poisonous, and/or highly deleterious effect upon the health of persons inhaling, breathing, and/or otherwise being exposed to them;

(c) Included asbestos and/or asbestos-containing components in their products when adequate substitutes were available;

(d) Failed to provide any or adequate warnings to persons working with and around the products of the dangers of inhaling, breathing, or otherwise being exposed to the asbestos fibers contained in them;

(e) Failed to provide any or adequate instructions concerning the safe methods of working with and around the products, including specific instructions on how to avoid inhaling or otherwise being exposed to the asbestos fibers contained in them;

(f) Failed to conduct tests on the asbestos-containing products designed, manufactured, sold, distributed, delivered, processed, specified, applied, supplied, and/or installed by Defendants in order to determine the hazards to which workers such as Plaintiff Joseph M. Hamlin might be exposed while working with the products; and,

(g) Designed, manufactured, sold, distributed, delivered, processed, specified, applied, supplied, and/or installed equipment, vehicles,

machinery, technologies, and systems that included asbestos-containing components and which required and/or specified the use of asbestos-containing replacement components.

26. That as a direct and proximate result of one or more of the foregoing acts or omissions on the part of Defendants mentioned above, Plaintiff Joseph M. Hamlin inhaled, breathed in, or was otherwise exposed to asbestos fibers, causing him to develop the asbestos cancer aforesaid, which has severely disabled, disfigured, and injured him; Plaintiff Joseph M. Hamlin has in the past and will in the future be compelled to expend and become liable for large sums of monies for hospital, medical, and other health care services necessary for the treatment of Plaintiff Joseph M. Hamlin's asbestos-induced cancer and conditions; Plaintiff Joseph M. Hamlin has in the past and will in the future experience great physical pain and mental anguish as a result of the inhalation of and exposure to said asbestos fibers.

WHEREFORE, Plaintiffs pray judgment be entered against Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for Plaintiff Joseph M. Hamlin's injuries and losses, and for such other relief to which they may be justly entitled.

COUNT II
FAILURE TO WARN

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, states as follows:

1 - 5. Plaintiffs repeat and re-allege Paragraphs 1 through 5 of Count I as and for Paragraphs 1 through 5 of this Count.

6. From 1967 to 1970, Plaintiff Joseph M. Hamlin served in the U. S. Army and completed basic training at Fort Polk in Louisiana. He served in South Korea and Fort Carson in

Colorado. Mr. Hamlin worked in the motor pool performing automotive repairs, including but not limited to the replacement of brakes, clutches and engine gaskets on trucks, trailers, armored personnel carriers, and other military vehicles.

7. Defendants, ARVINMERITOR, INC.; BORGWARNER MORSE TEC LLC, as successor-by-merger to Borg-Warner Corporation; EATON CORPORATION, Individually and as successor-in-interest to Cutler-Hammer, Inc.; FMC CORPORATION; FONTAINE TRAILER COMPANY, LLC; FORD MOTOR COMPANY; GENERAL ELECTRIC COMPANY; HEIL CO., THE; HEIL TRAILER INTERNATIONAL, LLC; HONEYWELL INTERNATIONAL, INC., Individually and as successor to AlliedSignal, Inc. and The Bendix Corporation; KENTUCKY TRAILER; MACK TRUCKS, INC.; NAVISTAR, INC.; PITTS ENTERPRISES, INCORPORATED, Individually and as successor-in-interest to Dorsey Trailers, Inc.; STRICK TRAILERS, LLC; VIACOMCBS INC. f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation; and ZF ACTIVE SAFETY US INC. f/k/a Kelsey-Hayes Company, are named in this Count as Military product and equipment manufacturers and contractors ("Military Defendants"). Military Defendants are only sued under State law duty to warn theories and are not being sued under any other theory. No other Defendant named in this matter is sued as a Military products and/or equipment Defendant. If Military Defendants or any other named Defendant in this matter happen to have supplied to, or installed equipment for, the Military's for use on any of the listed aircraft, vessels, or bases, Plaintiff expressly disclaim and is not seeking relief for any and all claims for injury against any such Defendant whose conduct, whether by omission or commission, was engaged in at the behest of the United States or any agency or person acting under him or under color of such office to the extent that such a claim

would implicate federal court jurisdiction under the federal officer removal statute, 28 U.S.C. §1442(a)(1), predicated on the government contractor's defense articulated in *Boyle v. United Technologies Corp.*, 487 U.S. 500 (1988). More specifically, with respect to Plaintiff Joseph M. Hamlin's state law failure to warn claims, Plaintiff Joseph M. Hamlin alleges that no U.S. Agency, officer, or person prohibited or forbid any Defendant in this case from issuing and placing warnings on or with its products. Such a showing is mandatory for any Defendant to meet the *Boyle* test. All such claims that legitimately implicate such a defense, in the unlikely event that they exist and are factually supported, are NOT asserted and are hereby expressly and preemptively disclaimed. Plaintiff Joseph M. Hamlin hereby puts any Defendant who may nonetheless assert such a defense as a basis for federal jurisdiction over this case on notice that Plaintiff Joseph M. Hamlin seeks no recovery for injuries as a result of conduct that meets the three-prong *Boyle* test and constitutes actions of a federal officer sufficient to trigger jurisdiction under 28 U.S.C. §1442(a)(1). Plaintiff Joseph M. Hamlin specifically advises all Defendants of his position that such an express, clear and unequivocal disclaiming of exposures and of claims implicating the *Boyle* defense, as well as any other claims that legitimately implicate 28 U.S.C. §1442(a)(1), render any potential future removal of this case to federal court on one of these clearly-disclaimed bases objectively unreasonable under *Martin v. Franklin Capital Corp.*, 546 U.S. 132 (2005).

8. Military Defendants failed to exercise ordinary care and caution for the safety of Plaintiff Joseph M. Hamlin in that they failed to provide any or adequate warnings to persons working with and around the products concerning the dangers of inhaling, breathing, or otherwise being exposed to the asbestos fibers contained in/on them.

9. That as a direct and proximate result of one or more of the foregoing acts or omissions on the part of Military Defendants, Plaintiff Joseph M. Hamlin inhaled, breathed, or was

otherwise exposed to asbestos fibers, causing him to develop mesothelioma, which has severely disabled, disfigured, and injured him; Plaintiff Joseph M. Hamlin has in the past and will in the future be compelled to expend and become liable for large sums of monies for hospital, medical, and other health care services necessary for the treatment of his asbestos-induced cancer and conditions; Plaintiff Joseph M. Hamlin has in the past and will in the future experience great physical pain and mental anguish as a result of the inhalation of and exposure to said asbestos fibers.

WHEREFORE, Plaintiffs pray judgment be entered against Military Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate them for Plaintiff Joseph M. Hamlin's injuries and losses, and for such other relief to which they may be justly entitled.

COUNT III
NEGLIGENCE – JONES ACT

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendant ATLANTIC RICHFIELD COMPANY state as follows:

1. Plaintiff Joseph M. Hamlin brings this cause of action against Defendant ATLANTIC RICHFIELD COMPANY; and UNION OIL COMPANY OF CALIFORNIA (hereinafter "Jones Act Defendants") pursuant to the Jones Act, 46 U.S.C. § 30104, *et seq*.

2. From 1985 to 1986, Plaintiff Joseph M. Hamlin worked aboard the King Salmon drilling platform off the Alaska Coast and in the late 1980s he worked aboard the Grayling drilling platform off the Alaska Coast owned by Jones Act Defendants, their "alternate entities," and in the capacity of seaman and as a member of the crew of the vessel in navigation upon the navigable waters of the United States of America.

3. At all times herein relevant, Jones Act Defendants, their "alternate entities, and each of them" had a duty to exercise reasonable care to avoid injury to Plaintiff Joseph M. Hamlin and others under the circumstances described herein.

4. Jones Act Defendants, their "alternate" entities, and each of them" breached said duty of care by negligently failing to provide Plaintiff Joseph M. Hamlin with a reasonably safe place to work; failing to provide or institute reasonably safe means, process, or procedure to allow him and others to do the required work aboard said vessels; failing to provide an adequate complement of seamen and/or equipment to perform the tasks he was directed to perform; failing to properly supervise seamen; furnishing defective equipment; exposing him to unreasonable risks of harm and injury threat; failing to furnish him with adequate aid, protection, warning, advice and assistance with which to do the assigned tasks; requiring him to work under unsafe conditions and circumstances aboard said vessels and failing to take precautions necessary for the safety of seamen and others aboard the vessels; and/or failing to provide him with prompt, adequate, or sufficient medical care, advice, and treatment for his disabilities, injuries, illness, and damages aboard said vessels and thereafter.

5. Said injuries and illnesses suffered by Plaintiff Joseph M. Hamlin were directly and proximately caused by the negligent acts and omissions of the Jones Act Defendants, their agents, servants, and employees, in that Jones Act Defendants negligence played a part in bringing about the alleged injuries and damages.

6. As a direct and proximate result of the negligence of Jones Act Defendants as alleged herein, Plaintiff Joseph M. Hamlin was caused and did incur reasonable charges for necessary medical care and attention. Plaintiffs do not know the reasonable value of said medical

care and attention which was rendered, and, therefore, prays leave to amend this Complaint to show the same when known.

7. As further result of the foregoing, Plaintiff Joseph M. Hamlin has been rendered unable to engage in his normal and usual calling, resulting in a loss of support and services for his loved ones, particularly Plaintiff Debbie Harrison.

8. As a further direct and proximate result of the conduct of Jones Act Defendants, Plaintiff Joseph M. Hamlin has incurred medical expenses in an amount currently not ascertained.

9. As a further result of the foregoing, Plaintiff Joseph M. Hamlin has experienced pain, suffering, and the loss of life's pleasures.

WHEREFORE, Plaintiffs pray this Court to enter judgment against Jones Act Defendants, ATLANTIC RICHFIELD COMPANY; and UNION OIL COMPANY OF CALIFORNIA and to award compensatory damages in an amount to be proved at trial, but believed to exceed FIFTY THOUSAND ($50,000.00) DOLLARS and for such other and further relief that this Court deems appropriate.

COUNT IV
CONSPIRACY

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, states as follows:

1. Plaintiffs adopt and incorporate all paragraphs from all previous and subsequent Counts as though fully set forth in this Count, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. Johns-Manville Corporation, Johns-Manville Sales Corporation, Raymark Industries, Inc. (formerly Raybestos-Manhattan, Inc.), and Owens Corning are corporations, and,

during the time relevant to the allegations herein, they or their corporate predecessors were in the business of manufacturing and distributing asbestos and asbestos-containing products.

3. Defendants Pneumo Abex LLC ("Abex") and Honeywell International, Inc. ("Bendix") are corporations, and were, during the times relevant to the allegations herein, themselves or through predecessors, in the business of manufacturing and distributing asbestos and asbestos-containing products – particularly, asbestos-containing friction materials.

4. Defendant Metropolitan Life Insurance Company is a corporation that became involved with the asbestos industry in the late 1920s by, among other activities, performing health studies on asbestos miners at its policyholder companies and conducting other studies related to asbestos and disease. Unnamed co-conspirators, the precise identity of all of which are not known even at this late date, include: (a) other corporations and entities involved in the asbestos industry that participated in and advanced the asbestos industry's agenda; and (b) trade organizations and other associations that operated, at least partially, as front groups for the interests of the asbestos industry and which were utilized as instrumentalities to advance the asbestos industry's agenda. Some notable examples of the latter category of conspirators include but are not limited to the Gypsum Association, the Asbestos Information Association ("AIA"), the Industrial Health Foundation ("IHF"), and the Friction Materials Standard Institute ("FMSI").

5. Hereafter, "Conspirators" include the corporations, associations, and entities named in paragraphs 2 through 4 of this Count, with participants and participation varying over time, depending on the type of asbestos industry financial interests at issue. While the conspiracy spanned over decades and was primarily related to and coextensive with promoting the financial interests of the asbestos industry, specific activities of Conspirators distinguish the conspiracy from merely promoting the asbestos industry agenda. Particularly, Conspirators conspired and

agreed among themselves to, among other things: (a) conduct scientific studies on the effects of asbestos exposure, but withhold the results of such studies from the public; (b) control the dissemination of information about the hazards of asbestos in scientific and other publications, managing and manipulating such information as if it were a public relations issue as opposed to an issue of public health; (c) assert what was not true, namely that it was safe for people to be exposed to asbestos and asbestos-containing products; (d) fail to provide information about the harmful effects of asbestos to exposed persons; (e) organize in trade associations and otherwise to oppose restrictions on the use of asbestos; and (f) lobby against restrictions, limitations, and bans on the use of asbestos.

6. As early as the 1930s, two or more of the Conspirators knew that exposure to asbestos caused serious disease and death. Conspirators also knew during all relevant times that individuals being exposed to asbestos were unaware of the hazardous, toxic, and carcinogenic properties of asbestos.

7. The knowledge of the Conspirators included the following: (a) two or more Conspirators had been in the asbestos business for years and had directed manufacturing operations; (b) Conspirators had actual knowledge of asbestos disease and death among workers exposed to asbestos as early as the 1930s (lawsuits were filed against Johns-Manville by employees claiming disability from lung diseases at least as early as 1929); (c) Conspirators knew that asbestos was inherently dangerous and knew that, pursuant to the decisional law of Illinois and other states, each was under a duty not to sell asbestos without providing adequate warning of its harmful qualities.

8. Two or more Conspirators had employees who were exposed to asbestos dust, and each of them had a statutory, regulatory, and decisional law duty to provide their employees with

a safe place to work, or at the least, to warn the employees of the hazards presented by the presence of asbestos dust.

9. Conspirators knew that if they adequately warned their employees and other persons who were at risk of asbestos disease, the publication of such warning would: (a) cause workers to leave the asbestos industry; (b) reduce the sale and usage of asbestos; (c) cause those otherwise exposed to asbestos to press for the cessation of such exposures; and (d) otherwise adversely affect the interests of the asbestos industry.

10. Before and during his exposure to asbestos, Mr. Hamlin was unaware that exposure to asbestos caused mesothelioma cancer.

11. One or more of the Conspirators performed the following overt acts in furtherance of the conspiracy:

(a) sold asbestos products, which were used at the locations where Plaintiff worked, without warning of the hazards known to the seller;

(b) refused to warn its own employees about the hazards of asbestos known to it;

(c) edited and altered the reports and drafts of publications initially prepared by Metropolitan Life's Assistant Medical Director, Dr. Anthony Lanza, concerning the hazards of asbestos during the 1930s;

(d) agreed in writing not to disclose the results of research on the effects of asbestos upon health unless the results suited Conspirators interests;

(e) obtained an agreement in the 1930s from the editors of ASBESTOS, the only trade magazine devoted exclusively to asbestos, that the magazine would never publish articles on the fact that exposure to asbestos caused disease, and sustained this agreement into the 1970s;

(f) suppressed research concerning asbestos and cancer at the Saranac Laboratory in upstate New York beginning in 1936;

(g) prevented the dissemination of a 1943 report of Dr. Leroy Gardner, Director of the Saranac Laboratory, which was critical of the concept that there was a safe level of asbestos exposure;

(h) defeated, through their control of the Asbestos Textile Institute (ATI), further study of the health of workers, despite the fact that the Industrial Hygiene Foundation's head engineer, William Hemeon, determined the need for further study during his study of ten asbestos textile plants in the 1940s;

(i) suppressed the dissemination of information obtained by William Hemeon's study of ten asbestos textile plants in the 1940s;

(j) edited and altered the reports and drafts of publications regarding asbestos and health initially prepared during the late 1940s and early 1950s by Dr. Arthur Vorwald, the Director of the Saranac Laboratory who succeeded Dr. Gardner;

(k) suppressed the results of the Fibrous Dust Studies conducted in 1966 by the Industrial Health Foundation, Inc., Johns-Manville, Raybestos Manhattan, Owens Corning, Pittsburgh Corning Corporation, and PPG Industries, which demonstrated and confirmed that exposure to asbestos caused lung cancer and mesothelioma;

(l) acting under the name of National Insulation Manufacturers Association, published a pamphlet entitled, "Recommended Health Safety Practices for Handling and Applying Thermal Insulation Products Containing Asbestos," in which they purported to inform readers about the health hazards of airborne asbestos, but withheld, among other facts, that asbestos caused serious disease and death, including cancer, that there was no cure for asbestos disease, and that there was no known safe level of exposure to asbestos;

(m) purchased asbestos which did not contain warnings from co-conspirators, to which the purchaser then exposed its own employees without warning of the hazards known to the seller and purchaser;

(n) refused to provide warnings of the hazards of asbestos exposure known to Conspirators to its employees who had to use asbestos-containing materials in the manufacture of other products for Conspirators;

(o) purchased asbestos which did not contain warnings, including the purchase of asbestos by Bendix from Johns-Manville, and then exposed its own employees without warning of the known hazards;

(p) refused to provide warnings of the hazards of asbestos exposure known to Conspirators to its employees who had to use asbestos-containing materials in the manufacture of other products for Conspirators, including the refusal of Bendix to warn its employees who were exposed to asbestos in connection with the manufacture of friction products of the hazards of asbestos known to Bendix;

(q) altered the report of the study performed by IHF researchers Daniel Braun and David Truan, including the deletion of all references to an association of asbestosis and lung cancer, before the altered version was published in 1958;

(r) sold asbestos-containing brake linings including Bendix brake linings without warning of the dangers of asbestos, which exposed Plaintiff Joseph M. Hamlin to asbestos;

(s) opposed and lobbied against regulations and restrictions on the use of asbestos in products;

(t) opposed and lobbied against banning the use of asbestos;

(u) opposed and lobbied against initially regulating threshold exposure limits for asbestos in the workplace, and after regulations were in place continued to oppose and lobby against lower such thresholds;

(v) supported legislation in various states to include asbestos-related diseases in occupational disease and workers compensation statutes with limitations period shorter than disease latency periods; and

(w) in 1971, working with the AIA and its public relations firm, Hill & Knowlton, FMSI members formed the "Asbestos Study Committee" (the "Committee") for the primary purpose of engaging the newly formed federal agencies (EPA, OSHA) and the state of Illinois on relevant regulations. Conspirators/Defendants Abex and Bendix were represented on the Committee. One of the first concerns of the

> group was a proposed Illinois law that would ban asbestos in brakes in 1975. In a 2-hour "unofficial" meeting with some members of the Illinois Pollution Control Board on September 17, 1971, brake manufacturers were represented by officials from Johns-Manville and Raybestos-Manhattan, and Johns-Manville consultant Dr. George Wright. Following hearings in Illinois at which the brake manufacturers were well represented, members of FMSI were urged to send letters to the state opposing the asbestos ban, thus avoiding pleadings citing cost and economics. In December of 1971, FMSI circulated a final draft of the Illinois legislation wherein the section banning asbestos in brakes was eliminated.

12. Many of the acts in furtherance of the conspiracy took place in Illinois, including, but not limited to: (a) marketing, distributing, shipping, selling, manufacturing, applying, installing, designing, supplying, and processing asbestos, asbestos-containing materials and/or asbestos-containing products; (b) supporting efforts in the 1930s through the Illinois Manufacturers Association and others to add asbestos-related diseases to the list of statutorily defined "occupational diseases" which were subject to limitations periods shorter than the known disease latency periods; (c) controlling, manipulating, delaying, and ultimately preventing for decades the dissemination of scientific information about the dangers of asbestos within the State of Illinois; and (d) opposing banning asbestos from automotive brakes by the Illinois Pollution Control Board in the early to mid-1970s.

13. As a direct and proximate result of said conspiracy, Plaintiff Joseph M. Hamlin remained unaware and uninformed of the hazards of asbestos, failed to take precautions and was thereby exposed to, inhaled, and breathed in asbestos fibers, causing him to develop mesothelioma. As a direct and proximate result of said mesothelioma cancer, Plaintiff Joseph M. Hamlin has suffered and will continue to suffer: disability, disfigurement, pain, suffering, mental anguish, and medical costs.

WHEREFORE, Plaintiffs pray judgment be entered against Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for Plaintiff Joseph M. Hamlin's injuries and losses, and for such further relief to which they may be justly entitled.

COUNT V
NEGLIGENT UNDERTAKING

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, states as follows:

1. Plaintiffs adopt and incorporates all paragraphs from all previous and subsequent Counts as though fully set forth in this Count, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. In the late 1920s and early 1930s, two or more Conspirators began to study asbestos workers and to conduct scientific research on the effects of exposure to asbestos. In undertaking such research and studies, Conspirators forestalled others, including governmental entities, from performing and conducting such research and studies. Conspirators had a responsibility to the greater good and public health in performing this research and these studies. It was not only foreseeable, but actually foreseen, that this undertaking would affect the availability of scientific information about the hazards and dangers of asbestos. Therefore, Conspirators had a duty to Plaintiffs such as Mr. Hamlin to conduct the research and studies without bias and to freely disseminate such information. This they did not do.

3. As result of said negligent undertaking, Plaintiff Joseph M. Hamlin remained unaware and uninformed of the hazards of asbestos, failed to take precautions and was thereby exposed to, inhaled, and breathed in asbestos fibers, causing him to develop mesothelioma. As a

direct and proximate result of said mesothelioma cancer, Plaintiff Joseph M. Hamlin has suffered and will continue to suffer: disability, disfigurement, pain, suffering, mental anguish, and medical costs.

WHEREFORE, Plaintiffs pray judgment be entered against Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for Plaintiff Joseph M. Hamlin's injuries and for such further relief to which they may be justly entitled.

COUNT VI
NEGLIGENT SPOLIATION OF EVIDENCE

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against defendants, states as follows:

1. Plaintiffs adopt and incorporate all paragraphs from all previous and subsequent Counts as though fully set forth in this Count, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. Prior to the commencement of this case, Defendants listed in Count I, Paragraph 18, and Count II, Paragraph 7, had documents and information relating to issues in this case in their respective possession, custody, and control.

3. Upon information and belief, said issues include, but are not limited to: the identification of asbestos-containing products to which Plaintiff Joseph M. Hamlin was exposed; the locations where Defendants sold, distributed, delivered, processed, applied, supplied and/or installed asbestos-containing products; the identity of the manufacturers and others in the distribution chain of said products; and, Defendants' knowledge, notice and information regarding the hazards of asbestos and whether or not they were negligent.

4. It was foreseeable to a reasonable person/entity in the respective positions of Defendants that said documents and information constituted evidence that was material to potential civil litigation, namely asbestos litigation. Defendants had a duty to maintain and preserve said documents and information because they knew or should have known that said documents and information were material evidence in potential asbestos litigation.

5. Plaintiffs have sought, but have been unable to obtain, full disclosure of relevant documents and information from Defendants, leading to the inference that Defendants destroyed and otherwise disposed of said documents and information.

6. Said Defendants and each of them breached their duty to preserve material evidence by destroying and otherwise disposing of said documents and information, at a time when they and each of them knew or should have known that the same constituted material evidence in potential civil litigation.

7. As a direct and proximate result of this destruction and disposal of material evidence, Plaintiff have been impaired in proving claims against all potentially liable parties including but not limited to said Defendants, and as a further result thereof, has been compelled to dismiss and/or unfavorably compromise said claims against other Defendants, and thereby has been prejudiced.

8. As a result of this prejudice, Plaintiffs have been caused to suffer damages in the form of impaired ability to recover against Defendants and lost or reduced compensation from other potentially liable parties in this litigation.

WHEREFORE, Plaintiffs pray this Court to enter judgment against Defendants and to award compensatory damages in an amount to be proved at trial, but believed to exceed FIFTY

THOUSAND DOLLARS ($50,000.00), and for such other and further relief that this Court deems appropriate.

COUNT VII
NEGLIGENCE – PREMISES DEFENDANTS

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, ATLANTIC RICHFIELD COMPANY; CONOCOPHILLIPS COMPANY; EL PASO NATURAL GAS COMPANY, L.L.C.; J.M. HUBER CORPORATION; MARATHON PETROLEUM COMPANY, LP, Individually and as successor-in-interest to Andeavor, f/k/a Tesoro Corporation; and SHELL OIL COMPANY, ("Premises Defendants"), alleges as follows:

1. Plaintiffs adopt and incorporate all previous paragraphs as though fully set forth herein, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. Premises Defendants owned, operated and/or controlled the premises where Plaintiff Joseph M. Hamlin worked at the following locations:

Atlantic Richfield plant in Kenai, AK
Chaco Canyon Gas plant in Farmington, NM
ConocoPhillips refinery in Borger, TX
J.M. Huber in Borger, Texas
Shell in Cook Inlet, AK
Tesoro Oil in Kenai Bay, Alaska

3. Plaintiff Joseph M. Hamlin's work took him to various areas within the sites listed above. Joseph M. Hamlin was unaware and had no reasonable way to know or realize the risks of being exposed to asbestos at these premises. Premises Defendants should have anticipated that Joseph M. Hamlin did not know and would not discover or realize the risks of being exposed to asbestos.

4. While upon said premises, employees, representatives, or agents of Premises Defendants controlled or directed the work performed by Plaintiff Joseph M. Hamlin, as well as the work performed around him.

5. Plaintiff Joseph M. Hamlin's exposure to and inhalation and/or breathing of said asbestos fibers was foreseeable and could or should have been anticipated by Premises Defendants including that Joseph M. Hamlin would be exposed off the premises and outside the course of his employment.

6. Premises Defendants knew or should have known that exposure to asbestos fibers posed an unreasonable risk of harm to Plaintiff Joseph M. Hamlin and others similarly situated.

7. Premises Defendants had a duty to use ordinary care to see that the premises at which Plaintiff Joseph M. Hamlin worked, and from where he was foreseeably exposed to asbestos, were in a reasonably safe condition for use. Premises Defendants had a duty to use ordinary care for the safety of Plaintiff Joseph M. Hamlin in conducting any operations or activities on said premises and in reducing or eliminating unreasonable risks that arose from said operations and/or activities, but occurred elsewhere.

8. Premises Defendants breached its duties to Plaintiff Joseph M. Hamlin and was negligent in one or more of the following respects:

(a) Specified/required the use/application/removal of asbestos-containing materials by Joseph M. Hamlin and by others, including co-workers of Joseph M. Hamlin and outside contractors, in the vicinity of Joseph M. Hamlin and/or in areas in which Joseph M. Hamlin performed work;

(b) Required Joseph M. Hamlin to perform work in the vicinity of those using/applying/ removing asbestos-containing materials;

(c) Purchased/provided asbestos-containing materials for purposes of application at the above-named premises;

(d) Failed to replace asbestos-containing materials at the premises with non-asbestos substitutes, which Premises Defendants knew or should have known were available;

(e) Failed to warn Joseph M. Hamlin that he was working with and/or around asbestos-containing materials and of the risks associated therewith, including that Joseph M. Hamlin was being exposed to asbestos fibers, and of the adverse health effects of such exposure;

(f) Failed to require and/or advise Joseph M. Hamlin and others, including co-workers and outside contractors to use equipment and practices designed to reduce the release of asbestos fibers and/or exposure to asbestos and to reduce or eliminate the re-release of asbestos fibers at home;

(g) Failed to provide equipment and engineering controls designed to contain asbestos fibers and reduce the risks of exposure to asbestos of those working with asbestos;

(h) Failed to require and/or advise its employees of hygiene practices designed to reduce and/or prevent carrying asbestos fibers home.

9. As a direct and proximate result of one or more of the foregoing acts and/or omissions by Premises Defendants, Plaintiff Joseph M. Hamlin was exposed to asbestos fibers.

10. Plaintiff Joseph M. Hamlin suffers from an asbestos-related cancer, including but not limited to, mesothelioma. Plaintiffs first became aware that Mr. Hamlin suffers from said disease(s) on or about November 30, 2019, and, subsequently thereto, became aware that the same was wrongfully caused.

11. As a result of direct exposure from asbestos-containing products, Plaintiff Joseph M. Hamlin was exposed to and inhaled, breathed or was otherwise exposed to large amounts of asbestos fibers and developed the asbestos-related disease specified herein. Plaintiff Joseph M. Hamlin suffers and will continue to suffer: disability and disfigurement, expenditures for the cost of healthcare services, physical pain, suffering and mental anguish, and impairment in the enjoyment of recreational/life activities.

WHEREFORE, Plaintiffs pray judgment be entered against Premises Defendants, ATLANTIC RICHFIELD COMPANY; CONOCOPHILLIPS COMPANY; EL PASO NATURAL GAS COMPANY, L.L.C.; J.M. HUBER CORPORATION; MARATHON PETROLEUM COMPANY, LP, Individually and as successor-in-interest to Andeavor, f/k/a Tesoro Corporation; and SHELL OIL COMPANY, for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for Plaintiff Joseph M. Hamlin's injuries and losses, and for such other and further relief that this Court deems appropriate.

COUNT VIII
FRAUDULENT CONVEYANCE
UNIFORM FRAUDULENT TRANSFER ACT, 740 ILCS 160/1--12

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants GARDNER DENVER, INC., Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC); and INGERSOLL-RAND COMPANY, Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC).

1. As of April 30, 2020, two entities with histories of poisoning people with asbestos—The Trane Company and Ingersoll-Rand Company (which also possessed the liabilities for Gardner Denver, Inc.)—were wholly controlled by a parent Irish corporation, Ingersoll-Rand plc (now known as Trane Technologies plc). On April 30 and May 1, 2020, with fraudulent intent to shield assets from persons injured by asbestos-related malfeasance, the parent company (and its subsidiaries) executed a complex scheme to move their massive asbestos liabilities into two newly-formed, undercapitalized entities. Those new entities intend to file for bankruptcy on (or soon after) July 31, 2020, an act that will pervert justice

by depriving Plaintiffs of the ability to seek damages for the asbestos-related injuries alleged in this case.

2. The complex, ongoing scheme undertaken by Trane / Ingersoll-Rand utilizes a Texas procedure called a "divisional merger." Under that scheme, a company can split into two separate entities, assigning liabilities and assets as it wishes.

3. The asbestos liabilities of both The Trane Company and Ingersoll-Rand Company both passed through divisive mergers less than five weeks ago. To wit:

A. <u>Ingersoll-Rand Co.: split into overcapitalized Trane Techs. Co. LLC (DE) and undercapitalized Aldrich Pump LLC (NC).</u>

i. On April 30, 2020, the parent company (using assorted subsidiaries and shell companies) formed a new Texas LLC, Trane Technologies Company, LLC ("TTC1").

ii. On May 1, 2020:

1. At 9:00 a.m., Ingersoll-Rand Co. (NJ) merged with the newly-formed Trane Technologies Co., LLC (TX). The resulting company was also name Trane Technologies Co., LLC (a Texas LLC) ("TTC2").

2. The resulting company performed a divisive merger, splitting into two Texas LLCs: Aldrich Pump LLC and Trane Technologies Co. LLC ("TTC3").

a. The bulk of assets formerly belonging to Ingersoll-Rand Co. were assigned to Trane Technologies Co. LLC ("TTC3"). At the same time, none of the asbestos liabilities formerly belonging to Ingersoll-Rand Co. were assigned to TTC3. At 8:03 a.m. on May 1, the new, hypercapitalized TTC3—now saddled with none of the asbestos liabilities it had generated over decades—moved to Delaware and became Trane Technologies Co. LLC (a Delaware LLC) ("TTC4").

b. All asbestos liabilities formerly belonging to Ingersoll-Rand Co. were assigned to the newly-formed and

undercapitalized Aldrich Pump LLC (a Texas LLC). Also on May 1, 2020, Aldrich Pump LLC (TX) moved to North Carolina, where it currently exists.

iii. **On July 31, 2020, or shortly thereafter, Aldrich Pump LLC (a North Carolina LLC) will declare bankruptcy, thereby hindering, delaying, and defrauding parties injured by Ingersoll-Rand Co. of the opportunity to recover damages for injuries sustained. (Other asbestos-containing product manufacturers, searching for a friendly federal bankruptcy jurisdiction, have moved their undercapitalized corporate shells to North Carolina. For example, Kaiser Gypsum and Georgia Pacific have recently moved their undercapitalized subsidiaries—with all asbestos liabilities attached—to North Carolina, and have declared bankruptcy shortly thereafter.)**

iv. **The maneuvering of assets and liabilities from Ingersoll-Rand Co. to Trane Techs. Co. LLC (Del.) (TTC4) and Aldrich Pump LLC was fraudulent, and made without Ingersoll-Rand's overcapitalized successors receiving a reasonably equivalent value in exchange for the transfer of assets and liabilities of Ingersoll-Rand Co. to TTC4.**

v. **Numerous indicia of fraudulent intent litter the divisional mergers and attendant transfers of assets and liabilities described herein. To wit:**

1. **The transfers—large multimillion dollar transactions—were made by and for the benefit of insiders, with all corporate entities used to effectuate said transferred owned and controlled by the corporate parents of Ingersoll-Rand, Aldrich Pump LLC, and TTC4;**

2. **The transfers were concealed and structured to create confusion about the entities by forming two "new" companies;**

3. **At the time Ingersoll-Rand merged into a newly minted Texas corporation for the purpose of performing a divisive merger, it had been named in (and was aware it would continue to be named in) hundreds of asbestos personal injury cases across the United States;**

4. **The consideration received by TTC3 for the transfers of assets and liabilities to Aldrich Pump LLC and TTC4 was not reasonably equivalent to the value of the assets transferred;**

5. **Ingersoll-Rand and its intermediate entities (the various Trane Technology Companies formed in Texas) ceased to exist immediately upon the fraudulent transfers of assets and liabilities described above;**

6. **The scheme described above was executed at a time when Ingersoll-Rand Co. was faced with substantial liabilities;**

7. **he assets transferred in the scheme described herein all ended up in possession and control of an insider—specifically, Trane Technologies Co. LLC (Del.) ("TTC4");**

8. **The transfer of assets and liabilities via divisional merger rendered Aldrich Pump LLC virtually insolvent with respect to its ability to pay its expected massive asbestos liabilities as they come due, including liability owed to Plaintiffs; and**

9. **Neither Aldrich Pump LLC nor any of the entities created on April 30 and May 1, 2020, are good faith transferees of the assets and/or liabilities originally belonging to Ingersoll-Rand Co.**

vi. **No legitimate business purpose supported the movement of Ingersoll-Rand Co.'s asbestos liabilities from Delaware to a new North Carolina entity. The only purpose of the segregation of Ingersoll-Rand Co.'s asbestos liabilities in Aldrich Pump LLC was to improve the position of the beneficial owners of Trane Technologies Co. LLC compared to those injured by its asbestos products, and to hinder and delay injured parties from seeking compensation for the devastation created by Ingersoll-Rand's years of sales of asbestos-containing products.**

vii. Aldrich Pump LLC is the alter ego of Trane Technologies Co. LLC (Del.) and its corporate parents. The entities have common ownership and, via the execution of the scheme outlined above, adherence to the corporate form would promote unjust and inequitable circumstances insofar that Plaintiffs here will be hindered, delayed, and/or prevented from seeking damages against the entity responsible for Plaintiff's injuries. Adherence to the fiction of Aldrich Pump LLC and Trane Techs. Co. LLC (Del.) as separate entities would sanction a fraud against legitimate creditors (like Plaintiffs) and would promote injustice.

B. <u>Trane U.S. Inc.: split into overcapitalized Trane U.S. Inc. (DE) and undercapitalized Murray Boiler LLC (NC)</u>

i. On May 1, 2020, at 8:00 a.m., Trane U.S. Inc. (a DE corp.) (here, "Old Trane") moved to Texas, where it became Trane U.S. Inc. (a TX corp.).

ii. On May 1, 2020, at 8:01 a.m., Trane U.S. Inc. (TX) performed a divisive merger, splitting into two Texas entities: Murray Boiler LLC and Trane U.S. Inc. ("New Trane–TX").

a. The bulk of assets formerly belonging to Old Trane were assigned to New Trane–TX. At the same time, none of the asbestos liabilities formerly belonging to Old Trane were assigned to New Trane–TX. Also on May 1, the new, hypercapitalized New Trane–TX (now saddled with none of the asbestos liabilities it had generated over decades) moved back to Delaware, becoming Trane U.S. Inc. (a Delaware corp.) (here, "New Trane–DE").

b. All asbestos liabilities formerly belonging to Old Trane were assigned to the newly formed (and undercapitalized) Murray Boiler LLC (a TX LLC). At 2:31 p.m. on May 1, 2020, Murray Boiler LLC (TX) moved to North Carolina, becoming Murray Boiler LLC (a North Carolina LLC).

iii. On July 31, 2020, or shortly thereafter, Murray Boiler LLC (a North Carolina LLC) will declare bankruptcy, thereby hindering, delaying, and defrauding parties injured by Old Trane of the opportunity to recover damages for injuries sustained. (Other asbestos-containing product manufacturers, searching for a friendly federal bankruptcy jurisdiction, have moved their undercapitalized corporate shells to North Carolina. For example, Kaiser Gypsum and Georgia Pacific have recently moved their undercapitalized subsidiaries—with all asbestos liabilities attached—to North Carolina, and have declared bankruptcy shortly thereafter.)

iv. The maneuvering of assets and liabilities from Old Trane to New Trane–DE and Murray Boiler LLC was fraudulent, and made without New Trane–TX receiving a reasonably equivalent value in exchange for the transfer of assets and liabilities of Old Trane–DE to New Trane–TX (and then to New Trane–DE).

v. Numerous indicia of fraudulent intent litter the divisional mergers and attendant transfers of assets and liabilities described herein. To wit:

a. The transfers—large multimillion dollar transactions—were made by and for the benefit of insiders, with all corporate entities used to effectuate said transferred owned and controlled by New Trane–DE's corporate parent;

b. The transfers were concealed and structured to create confusion about the entities by forming two "new" companies;

c. At the time Old Trane converted into a Texas corporation for the purpose of performing a divisive merger, it had been named in (and was aware it would continue to be named in) hundreds of asbestos personal injury cases across the United States;

d. The consideration received by New Trane-TX for the transfers of assets and liabilities to Murray Boiler and New Trane was not reasonably equivalent to the value of the assets transferred;

e. Old Trane and its intermediate entities (the two "New Tranes" formed in Texas) ceased to exist immediately upon the fraudulent transfers of assets and liabilities described above;

f. The scheme described above was executed at a time when Old Trane was faced with substantial liabilities;

g. The assets transferred in the scheme described herein all ended up in possession and control of an insider—specifically, Trane U.S. Inc. (Del.) (a/k/a New Trane–DE);

h. The transfer of assets and liabilities via divisional merger rendered Murray Boiler LLC virtually insolvent with respect to its ability to pay its expected massive asbestos liabilities as they come due, including liability owed to Plaintiffs; and

i. Neither Murray Boiler LLC nor any of the companies created on May 1, 2020, are or were good faith transferees of the assets or liabilities of Old Trane.

vi. No legitimate business purpose supported the movement of Old Trane's asbestos liabilities from Delaware to a new North Carolina entity. The only purpose of the segregation of Old Trane's asbestos liabilities in Murray Boiler LLC (NC) was to improve the position of the beneficial owners of New Trane–DE compared to those injured by its asbestos products, and to hinder and delay injured parties from seeking compensation for the devastation created by Old Trane's years of sales of asbestos-containing products.

vii. Murray Boiler LLC is the alter ego of Trane U.S. Inc. (Del.) and its corporate parents. The entities have common ownership and, via the execution of the scheme outlined above, adherence to the corporate form would promote unjust and inequitable circumstances insofar that Plaintiffs here will be hindered, delayed, and/or prevented from seeking damages against the entity responsible for Plaintiff's injuries. Adherence to the fiction of Murray Boiler LLC and Trane U.S.

Inc. (Del.) as separate entities would sanction a fraud against legitimate creditors (like Plaintiffs) and would promote injustice.

WHEREFORE Plaintiffs request all relief available under controlling law and equity including but not limited to:

a. **A ruling that Gardner Denver, Inc., Trane Technologies Co., LLC (a Delaware LLC), and Aldrich Pump LLC are jointly and severally liable for the asbestos liabilities of Ingersoll-Rand Co., Gardner Denver, Inc., Aldrich Pump LLC, and Trane Technologies Co., LLC (a Delaware LLC), including those in this case;**

b. **The avoidance of the transfers created by the divisional merger;**

c. **An injunction against Trane Technologies Co., LLC (a Delaware LLC) and Aldrich Pump LLC (a North Carolina LLC) precluding any further disposition by those entities of any of the assets transferred by Trane Technologies Co., LLC (a Texas LLC) in the divisional merger;**

d. **An Order finding that the divisional merger was conducted as part of a fraudulent transfer and that the merger shall immediately be rescinded as to Aldrich Pump LLC (Texas), Aldrich Pump LLC (North Carolina), Trane Technologies Co. LLC (a Texas LLC), and Trane Technologies Co. LLC (a Delaware LLC), and their managers and members and that, if such actions are not taken within 5 days of the date of the Order, appointing a receiver to take charge of all assets transferred and all other property of the transferees to preserve the value of such assets for the asbestos creditors of Gardner Denver, Inc., Aldrich Pump LLC (Texas), Aldrich Pump LLC (North Carolina), Trane Technologies Co. LLC (a Texas LLC), and Trane Technologies Co. LLC (a Delaware LLC) including the plaintiffs herein; and**

e. **All such other and further equitable and legal relief available to this Court to unwind the fraudulent transfers and preserve the assets of Gardner Denver, Inc.; Ingersoll-Rand Co.; and Trane Technologies Co. LLC (a Delaware LLC) for the benefit of their creditors, including its present and future asbestos liabilities.**

COUNT IX
WILLFUL AND WANTON MISCONDUCT – CONSOLIDATED

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, states as follows:

1. Plaintiffs adopt and incorporate all previous paragraphs as though fully set forth in this Count, except to the extent any averments may be inconsistent with any alternative liability claims or relief sought in this Count or elsewhere.

2. Defendants had a duty to refrain from willful and wanton acts or omissions which would harm Plaintiff.

3. In addition to the conduct set forth in paragraph 25 of Count I, Defendants also engaged in said conduct intentionally or with a reckless disregard for the safety of Plaintiff.

4. In addition to the conduct set forth in paragraph 2 of Count IV, Conspirators also engaged in the conduct set forth therein intentionally or with a reckless disregard for the effect of such actions on Plaintiff.

5. In addition to the conduct set forth in paragraph 6 of Count V, Defendants also engaged in the conduct set forth therein intentionally or with a reckless disregard for the effect of such actions on Plaintiff.

6. In addition to the conduct set forth in paragraph 8 of Count VII, Premises Defendants also engaged in the said conduct intentionally or with a reckless disregard for the safety of Plaintiff.

WHEREFORE, Plaintiffs pray that judgment be entered in his favor and against Defendants, and each of them, and that they be awarded in excess of FIFTY THOUSAND

DOLLARS ($50,000.00), and for such further relief that is just and proper under the circumstances.

COUNT X
LOSS OF CONSORTIUM

Plaintiffs Joseph M. Hamlin and Debbie Harrison, brings this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and for their cause of action against Defendants, state as follows:

1. Plaintiff Debbie Harrison is married to Plaintiff Joseph M. Hamlin. At the time that Joseph M. Hamlin was diagnosed with mesothelioma, Debbie Harrison was cohabitating with Joseph M. Hamlin and enjoying his companionship and care.

2. As a direct and proximate result of the conduct described in the allegations contained in Counts I-IX of this Complaint, Plaintiff Debbie Harrison has suffered the loss of consortium and damage to the marital and social relationship including, but not limited to, the loss of Joseph M. Hamlin's services, comfort, affection, and the effects of Joseph M. Hamlin's disease upon Debbie Harrison and their relationship and daily activities, due to his injuries and disabilities. They have further incurred expenses for medical attention rendered to Joseph M. Hamlin and will continue to incur such expenses.

WHEREFORE, Plaintiffs pray judgment be entered against all Defendants for a sum in excess of FIFTY THOUSAND DOLLARS ($50,000.00), which will fairly and reasonably compensate for injuries suffered by Debbie Harrison and the marital relationship and for such additional and further relief to which they may show themselves to be justly entitled.

MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC

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IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

JOSEPH M. HAMLIN and DEBBIE HARRISON,

Plaintiffs,

vs.

AMERON INTERNATIONAL CORPORATION, Individually and as successor-in-interest to Bondstrand, *et al*.,

Defendants.

Cause No. 120 L 174

MOTION TO AMEND COMPLAINT

Plaintiffs Joseph M. Hamlin and Debbie Harrison bring this action by and through their attorneys, Maune Raichle Hartley French & Mudd, LLC, and hereby respectfully move this Court for leave to amend their Complaint:

1. Plaintiffs seek leave of Court to amend their Complaint to substitute **GARDNER DENVER, INC., Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC);** and **INGERSOLL-RAND COMPANY, Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC);** as party defendants, and add a new Count VIII in the above-entitled matter.

2. Substitution of GARDNER DENVER, INC., Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC) is to correct misnomer of GARDNER DENVER, INC., a defendant in the original complaint. Plaintiffs seek leave to substitute **GARDNER DENVER, INC., Individually and as alter ego**

of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC) as a defendant.

3. Substitution of INGERSOLL-RAND COMPANY, Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC); is to correct misnomer of INGERSOLL-RAND COMPANY, a defendant in the original complaint. Plaintiffs seek leave to substitute **INGERSOLL-RAND COMPANY, Individually and as alter ego of Aldrich Pump LLC (a North Carolina LLC) and Trane Technologies Co. LLC (a Delaware LLC)** as a defendant.

4. Substitution of these defendants and the addition of a new Count VIII is based on information recently obtained by Plaintiffs.

5. Substituting defendants and adding a new Count VIII as set forth in paragraph 1 will not delay the discovery process or trial as to the other named defendants.

6. Substituting defendants and adding a new Count VIII is necessary and made on the good-faith basis that said defendants are liable.

WHEREFORE, Plaintiffs pray this Honorable Court enter an Order allowing them to include the forenamed entities as party defendants and a new Count VIII on their Fifth Amended Complaint, and for any further such Orders as the Court deems just and proper.

Respectfully submitted,

MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC

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Exhibit 7

CSC

Notice of Service of Process

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Transmittal Number: 21560048
Date Processed: 05/29/2020

Primary Contact:
Vida Wallace Henry
Trane Technologies
800 Beaty St
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Davidson, NC 28036-6924

Electronic copy provided to: Nicole Brunson

Entity:	Trane Technologies Company LLC Entity ID Number 4059953
Entity Served:	Trane Technologies Company LLC Individually and as successor -In- interest, Parent, Alter Ego and equitable Trustee of
Title of Action:	Richard Burlin Sisk Jr. vs. Weir Valves & Controls USA Inc
Matter Name/ID:	Richard Burlin Sisk Jr vs. Weir Valves & Controls USA Inc (10070879)
Document(s) Type:	Summons/Complaint
Nature of Action:	Personal Injury
Court/Agency:	Alameda County Superior Court, CA
Case/Reference No:	RG20055456
Jurisdiction Served:	California
Date Served on CSC:	05/28/2020
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
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Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

RICHARD BURLIN SISK JR. and CALVENA DEA SISK,

Plaintiffs,

vs.

WEIR VALVES & CONTROLS USA INC., individually and as successor-in-interest, parent, alter ego and equitable trustee of ATWOOD & MORRILL;

KAISER GYPSUM COMPANY, INC.;

KELLY-MOORE PAINT COMPANY, INC.;

UNION CARBIDE CORPORATION;

HANSON PERMANENTE CEMENT, INC., (formerly known as KAISER CEMENT CORPORATION), sued individually, as successor-in-interest, parent, alter-ego and equitable trustee of KAISER GYPSUM COMPANY, INC.;

ALLIED FLUID PRODUCTS CORP., formerly known as ALLIED PACKING & SUPPLY, INC.;

CLARY CORPORATION;

Case No. RG20055456

COMPLAINT FOR PERSONAL INJURIES AND LOSS OF CONSORTIUM

DEMAND FOR JURY TRIAL

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WESTERN GEAR MACHINERY LLC, individually and as successor-in-interest, parent, alter ego and equitable trustee of WESTERN GEAR MACHINERY CO., successor-by-merger to WESTERN GEAR CORPORATION;

EATON CORPORATION;

VIACOMCBS INC. formerly known as CBS CORPORATION, a Delaware Corporation, formerly known as VIACOM INC., successor by merger to CBS CORPORATION, a Pennsylvania Corporation, formerly known as WESTINGHOUSE ELECTRIC CORPORATION;

GENERAL ELECTRIC COMPANY;

FLOWSERVE CORPORATION, individually and as successor-in-interest, parent, alter ego and equitable trustee of ALDRICH PUMP COMPANY and EDWARD VALVES;

FMC CORPORATION, individually and as successor-in-interest, parent, alter ego and equitable trustee of CHICAGO PUMP COMPANY;

CRANE CO.

CROLL-REYNOLDS COMPANY, INC.;

ELLIOTT COMPANY;

ROBERT SHAW CONTROLS COMPANY, individually and as successor-in-interest, parent, alter ego and equitable trustee of FULTON SYLPHON COMPANY;

GOULDS PUMPS, INCORPORATED;

GRAHAM CORPORATION;

VIAD CORPORATION, individually and as successor-in-interest, parent, alter ego and equitable trustee of GRISCOM- RUSSELL COMPANY;

INGERSOLL-RAND COMPANY, individually and as successor-in-interest, parent, alter ego and equitable trustee of TERRY STEAM TURBINE COMPANY;

TYCO INTERNATIONAL (US) INC. individually and as successor-in-interest, parent,

alter ego and equitable trustee of J.E. LONERGAN COMPANY;

HAMWORTHY PEABODY COMBUSTION INC., formerly known as PEABODY ENGINEERING;

SPIRAX SARCO ENGINEERING;

ALFA LAVAL, INC. individually and as successor-in-interest, parent, alter ego and equitable trustee of THE SHARPLES CORPORATION;

CLYDE UNION INC., formerly known as DAVID BROWN UNION PUMPS COMPANY;

HYSTER-YALE GROUP, INC., formerly known as YALE & TOWNE;

YORK INTERNATIONAL CORPORATION;

FIRST DOE through ONE HUNDREDTH DOE,

Defendants.

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GENERAL BACKGROUND

I.

The Plaintiffs: Richard B. Sisk Jr. is the physically injured Plaintiff. His malignant mesothelioma was caused by his cumulative lifetime dose of asbestos, including the asbestos exposures for which Defendants bear responsibility. Calvena D. Sisk is Mr. Sisk's wife. They live in Long Beach, California.

II.

The Defendants: All Defendants are listed in the case caption. The true names of the Defendants sued as DOE's are unknown to Plaintiffs. Each Defendant was the agent, employee, or joint venture of its co-defendants, and was acting in the full course and scope of the agency, employment, or joint venture.

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III.

Alternate Entities: All Defendants are individually liable for their own defective products and wrongful conduct; and some Defendants are liable for the defective products and wrongful conduct of their alternate entities. Each such Defendant is liable for the torts of each of its alternate entities because:

- there were express or implied agreements between the companies to transfer and assume the liabilities;
- the transactions between the companies amounted to a consolidation or merger;
- the purchasing company is a mere continuation of the seller;
- the transfer of assets to the purchasing company was for the fraudulent purpose of escaping liability for the seller's debts;
- strict products liability was transferred because (1) there was a virtual destruction of Plaintiff's remedies against the original manufacturer caused by the successor's acquisition of the business, (2) the successor has the ability to assume the original manufacturer's risk-spreading role, and (3) it is fair to require the successor to assume responsibility for defective products that was a burden necessarily attached to the original manufacturer's good will being enjoyed by the successor in the continued operation of the business; and
- the companies are alter egos because (1) there is such a unity of interest, ownership, and business operations between the companies that their separate personalities do not in reality exist, and (2) there would be an inequitable result if the torts in question were treated as those of one company alone.

The identities of the Defendants and their alternate entities are as follows:

Defendant	Alternate Entities
WEIR VALVES & CONTROLS USA INC.	ATWOOD & MORRILL
HANSON PERMANENTE CEMENT, INC., (formerly known as KAISER CEMENT CORPORATION)	KAISER GYPSUM COMPANY, INC.
ALLIED FLUID PRODUCTS CORP., formerly known as ALLIED PACKING & SUPPLY, INC.	ALLIED PACKING & SUPPLY, INC.
WESTERN GEAR MACHINERY LLC	WESTERN GEAR MACHINERY CO., successor-by-merger to WESTERN GEAR CORPORATION
VIACOMCBS INC.	WESTINGHOUSE ELECTRIC

Defendant	Alternate Entities
FLOWSERVE CORPORATION	ALDRICH PUMP COMPANY EDWARD VALVES
FMC CORPORATION	CHICAGO PUMP COMPANY
ROBERT SHAW CONTROLS COMPANY	FULTON SYLPHON
VIAD CORPORATION	GRISCOM- RUSSELL COMPANY
TYCO INTERNATIONAL (US) INC.	J.E. LONERGAN COMPANY
ALFA LAVAL, INC.	THE SHARPLES CORPORATION
INGERSOLL-RAND COMPANY	TERRY STEAM TURBINE COMPANY

IV.

Venue: Venue is proper in Alameda County because certain Defendants reside in Alameda County.

V.

The Asbestos Exposures: Mr. Sisk was exposed at work – in California and on the seas – to significant elevated levels of hazardous asbestos that was released from asbestos-containing products. Mr. Sisk was exposed at to all Defendants' asbestos in California, because of Defendants' asbestos-containing products that were sold, supplied, and used in California, and because of Defendants' asbestos-related conduct that occurred in part in California. At all times Defendants purposefully availed themselves of California, through marketing and sales. Additionally, Defendants are "at home" in California, because California is shown to be one of their largest markets of sale for their products. Mr. Sisk's approximate work and asbestos exposure history is as follows:

Mr. Sisk was a machinist's mate. Mr. Sisk served aboard the USS Talladega (APA-208) from March 1961 through July 1964. During Plaintiff's service, the ship was ported in California territorial waters including in Long Beach, San Diego, Hunter's Point in San Francisco, and in Richmond. While the ship was at those California locations, including in Alameda County, and more frequently while at sea, Plaintiff's and others' maintenance and repair work in the engine room exposing Mr. Sisk to asbestos. During these traditional maritime activities, Mr. Sisk was

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exposed to asbestos that was released from Defendants' products including, but not limited to valves, gaskets in valves, packing in valves, insulation associated with valves, generators, turbines, pumps, insulation on pumps, gaskets in pumps, and insulation and electrical boards and electrical wire in generators.

Following his service in the Navy, Mr. Sisk worked as a collator machine operator for business form printing companies. Plaintiff worked for Cal Snap & Tab Corporation, in Long Beach, South Gate, City of Industry, and Chino, beginning in 1966. Mr. Sisk was exposed to asbestos dust from the operation, cleaning, and repair of linecasting, collating, and other machines in Mr. Sisk's vicinity while he worked at Cal Snap & Tab Corporation.

Mr. Sisk was also exposed to asbestos from his work with drywall joint compound.

Defendants are responsible for asbestos that was released from products that Defendants designed to be used with asbestos components, manufactured with asbestos, distributed with asbestos, sold with asbestos, supplied with asbestos, and otherwise placed into the stream of commerce.

Defendants are also responsible for the asbestos that was released from the affixed, component, replacement, and other associated products that Defendants did not themselves place into the stream of commerce but were required to be used with Defendants' products. In sum: (1) Defendants' products required the incorporation of asbestos-containing parts; (2) Defendants knew and has reason to know that the integrated products were likely to be dangerous for their intended uses; and (3) Defendants had no reason to believe that the products' users would realize that danger.

VI.

The Harm. Mr. Sisk has malignant mesothelioma caused by his exposures to asbestos. The mesothelioma has caused, and will cause, Mr. Sisk to experience financial harm. The mesothelioma also has caused, and will cause, Mr. Sisk to experience physical pain, mental suffering, loss of enjoyment of life, disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation, emotional distress, and other similar harm. Ultimately, the mesothelioma will cause Mr. Sisk's untimely death.

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Mr. Sisk's injuries have caused, and will cause, Mrs. Sisk to experience loss of consortium. Mrs. Sisk's harm includes the loss of love, companionship, comfort, care, assistance, protection, affection, society, moral support, sexual relations, and other similar harm.

Plaintiffs rely upon the liability theories described below.

VII.

State of the Art: Defendants knew or should have known that persons who worked with asbestos-containing products, and persons in proximity to others who worked with asbestos-containing products, were at risk of developing asbestos-related diseases after inhaling asbestos released from such products. The following facts are illustrative, but not exhaustive, of the evolution of the knowledge of health hazards of asbestos.

Health hazards from asbestos exposure were identified in the 1890's. During this time, the Lady Inspectors of Factories in Great Britain noted that individuals working with asbestos were suffering various lung injuries. As early as the 1920's, the term "asbestosis" was used to describe pulmonary fibrosis caused by asbestos exposure. Case reports in Great Britain and the United States detailed asbestosis in various workers. By 1929, lawsuits for disability related to exposure to asbestos were filed against Johns Manville Corporation.

The American Petroleum Institute and its Medical Advisory Committee studied the hazards of asbestos; and in July 1937, Roy Bonsib of the Standard Oil Company produced the report entitled, "Dust Producing Operations in the Production of Petroleum Products and Associated Activities." The danger of toxic materials, such as asbestos, leaving the premises where they were used to result in exposure to others, such as the household members of workers, was also known, as discussed in articles such as the January 28, 29148 report entitled, "Industrial Work Clothes: Their Provision and Laundering," by Mr. Bonsib, which was distributed specifically to members of the API's Medical Advisory Committee.

In the late 1930's, case reports were published addressing the relationship between asbestos and cancer. In 1931, the United Kingdom allowed workers to receive compensation for asbestosis. In 1936, California's Division of Industrial Safety issued Safety Orders establishing the standard of care for work with asbestos. The same year, the State of Illinois enacted legislation

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recognizing asbestosis as a compensable occupational disease under its Occupational Disease Act. Several reports, studies, and guidelines, published as early as the 1930's, including California's Dust, Fumes, Vapors, and Gases Safety Orders, all recognized that asbestos is a dust hazard and that precautions are required to mitigate human exposure to dust. Such measures include, but are not limited to, eliminating the use of harmful substances; using water to suppress dust at its source; and providing those who might be exposed to the dust with adequate ventilation, showers, and changing facilities.

By the 1940's, the ability of asbestos to cause cancer was noted in reviews in fields of industrial medicine, cancer research, and pneumoconiosis. In 1946, the American Conference of Governmental Industrial Hygienists established a maximum allowable concentration for occupational exposure. In 1955, Sir Richard Doll published a study linking asbestos to lung cancer. In 1960, Chris Wagner published a study linking asbestos to mesothelioma. In the early 1960's, Dr. Selikoff engaged in studies of groups of asbestos workers. By 1965, Dr. Selikoff had conducted various studies, published several articles, conducted special scientific symposia, been interviewed by the *New York Times*, and organized the international conference on the "Biological Effects of Asbestos," under the auspices of the renowned New York Academy of Sciences. The results of these presentations were published in 1965 in the *Annals of the New York Academy of Sciences*.

In addition, beginning in the 1940's and 1950's, it was recognized that individuals who worked with asbestos materials, as well as those who did not work directly with asbestos products, but only had relatively brief or intermittent exposures to asbestos products, could develop fatal asbestos diseases. During the 1940's and 1950's asbestos hazards were discussed in popular magazines, including *Scientific American* (January 1949) and *Newsweek* (May 15, 1950), as well as the Encyclopedia Britannica (1952) On April 7, 1959, the *Los Angeles Times* and *Wall Street Journal* reported that California health officials did additional research linking asbestos with cancer. Following a number of subsequent reports in the *New York Times*, Paul Brodeur published a series of articles in the *New Yorker*.

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In 1969, products-liability lawsuits were brought against asbestos manufacturers. Under the Walsh-Healy Public Contracts Act, first enacted in 1936, federal contractors with contracts of more than $10,000 were required to adhere to a workplace standard of 12 fibers per cubic centimeter of air.

In 1970, the Occupational Safety and Health Administration (OSHA) established the first federal guidelines for workplace asbestos exposure, which took effect in 1971. Those regulations did not identify any known safe level of exposure for asbestos and mesothelioma. IN 1972, the private American Conference of Governmental Industrial Hygienists listed asbestos as a carcinogen. Likewise, those industry standards did not identify any known safe level of exposure for asbestos and mesothelioma.

The OSHA asbestos regulations were strengthened during the 1970's and 1980's; any by 1986 the regulations explained: (1) the legally "permissible" levels for workplace exposures, even at just 0.2 f/cc, actually were inadequate to protect people against the risk of mesothelioma and lung cancer, (2) for carcinogens including asbestos, "no safe threshold level was demonstrable,"; and (3) mesothelioma and lung cancer developed even after, "low cumulative exposures to asbestos."

VIII.

The Governing Law: This case arises under the law of California, and under the general maritime law of the United States. Plaintiff disclaims any claim, if any, arising under the "Death on the High Seas Act" (46 U.S.C. § 30301, et seq.).

Plaintiff relies on the liability theories described below.

FIRST CAUSE OF ACTION FOR STRICT PRODUCTS LIABILITY

I.

Design Defect. All Defendants, and the 1st through 100th Doe Defendants, are strictly liable, under the consumer-expectations test, for placing defectively designed products into the stream of commerce, ultimately exposing Mr. Sisk to asbestos from these products. First, Defendants designed, manufactured, supplied, marketed, distributed, and sold the products. Second, each product did not perform as safely as an ordinary customer would have expected it to perform when used or misused in an intended or reasonably foreseeable way, because such

product caused hazardous asbestos to become airborne, exposing Mr. Sisk to asbestos. Third, Mr. Sisk developed mesothelioma. Fourth, each product's failure to perform safely was a substantial factor in causing Mr. Sisk's mesothelioma.

II.

Failure-to-Warn Defect: All Defendants, and the 1st through 100th Doe Defendants, are strictly liable for placing products with failure-to-warn defects into the stream of commerce, ultimately exposing Mr. Sisk to asbestos from these products. First, Defendants designed, manufactured, supplied, marketed, distributed, and sold the products. Second, each product had potential risks that were known or knowable in light of the scientific and medical knowledge that was generally accepted in the scientific community at the time of design, manufacture, supply, marketing, distribution, and sale. Third, the potential risks presented a substantial danger when each product was used or misused in an intended or reasonably foreseeable way, because each product caused hazardous asbestos to become airborne. Fourth, ordinary consumers would not have recognized the potential risks. Fifth, Defendants failed to adequately warn or instruct of the potential risks. Sixth, Mr. Sisk developed mesothelioma. Seventh, the lack of sufficient warnings or instructions was a substantial factor in causing Mr. Sisk's mesothelioma.

SECOND CAUSE OF ACTION FOR NEGLIGENCE

I.

General Negligence: All Defendants, and the 1st through 100th Doe Defendants, are liable for their general negligence. First, Defendants failed to use reasonable care to prevent harm to others, because they caused hazardous asbestos to become airborne, through Defendants' active participation and contribution to specific activities that caused asbestos to become airborne. Second, Defendants did so by unreasonably acting and failing to act. They acted in ways that a reasonably careful person would not do in the same situation, and failed to act in ways that a reasonably careful person would do in the same situation. Third, Mr. Sisk developed mesothelioma. Fourth, each Defendant's general negligence was a substantial factor in causing Mr. Sisk's mesothelioma.

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II.

Negligence Per Se: All Defendants, and the 1st through 100th Doe Defendants, are liable for negligently violating the applicable state and federal asbestos regulations. Defendants negligently violated those regulations by failing to properly label asbestos-containing products; failing to monitor for the presence of asbestos dust; failing to provide changing facilities and showers to exposed persons; allowing exposures of asbestos to exceed permissible exposure limits; failing to warn as to the presence of asbestos; and failing to implement industrial hygiene practices to eliminate or decrease exposures to asbestos. Those violations were a substantial factor in causing Mr. Sisk's exposures to asbestos, and in causing Mr. Sisk's mesothelioma. The regulations were designed to prevent overexposure to asbestos dust, and Mr. Sisk was within the class of persons that the regulations were designed to protect. Accordingly, because Defendants violated the regulations, Defendants' conduct is presumed to have been negligent.

III.

Negligent Design, Marketing, Sale, Supply, Installation, Inspection, Repair, and Removal of Products: All Defendants, and the 1st through 100th Doe Defendants, are liable for their negligent design, marketing, sale, supply, installation, inspection, repair, and removal of products. First, Defendants designed, marketed, sold, supplied, installed, inspected, repaired, and removed the products. Second, Defendants were negligent in designing, marketing, selling, supplying, installing, inspecting, repairing, and removing the products, because the products released hazardous asbestos which become airborne. Defendants failed to use the amount of care that a reasonably careful person would use in similar circumstances to avoid exposing others to a foreseeable risk of harm. Third, Mr. Sisk developed mesothelioma. Fourth, each Defendant's negligence was a substantial factor in causing Mr. Sisk's mesothelioma.

IV.

Negligent Failure to Warn about Products: All Defendants, and the 1st through 100th Doe Defendants, are liable for their negligent failure to warn about their products. First, Defendants designed, manufactured, supplied, marketed, distributed, and sold the products. Second, Defendants knew or reasonably should have known that each product was dangerous or

was likely to be dangerous when used or misused in a reasonably foreseeable manner, because each product caused hazardous asbestos to become airborne. Third, Defendants knew or reasonably should have known that users would not realize the danger. Fourth, Defendants failed to adequately warn of the danger or instruct on the safe use of each product. Fifth, a reasonably careful person under the same or similar circumstances would have warned of the danger or instructed on the safe use of each product. Sixth, Mr. Sisk developed mesothelioma. Seventh, each Defendant's negligent failure to warn or instruct was a substantial factor in causing Mr. Sisk's mesothelioma.

V.

Negligent Failure to Recall and Retrofit Products: All Defendants, and the 1st through 100th Doe Defendants, are liable for their negligent failure to recall and retrofit their products. First, Defendants designed, manufactured, supplied, marketed, distributed, and sold the products. Second, Defendants knew or reasonably should have known that each product was dangerous or was likely to be dangerous when used in a reasonably foreseeable manner, because each product caused hazardous asbestos to become airborne. Third, Defendants became aware of this defect after they placed each product into the stream of commerce. Fourth, Defendants failed to recall and retrofit each product. Fifth, a reasonably careful person under the same or similar circumstances would have recalled and retrofitted each product. Sixth, Mr. Sisk developed mesothelioma. Seventh, each Defendant's negligent failure to recall and retrofit each product was a substantial factor in causing Mr. Sisk's mesothelioma.

VI.

Negligent Hiring, Supervision, and Retention of Employees: the 1st through 100th Doe Defendants, are liable for their negligent hiring, supervision, and retention of employees. First, Defendants' employees were unfit and incompetent to perform the work for which they were hired. Second, Defendants knew or should have known that their employees were unfit and incompetent, and that this unfitness and incompetence created a particular risk to others because they caused hazardous asbestos to become airborne by, among other things, actively participating and contributing to specific activities such as, but not limited to, moving, mixing, tearing down,

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and installing asbestos-containing products in an unsafe manner; and specifying and causing others to move, mix, tear down, and install asbestos-containing products in an unsafe manner. Third, Mr. Sisk developed mesothelioma. Fourth, each Defendant's negligence in hiring, supervising, and retaining its employees was a substantial factor in causing Mr. Sisk's mesothelioma.

VII.

Negligent Management of Property: the 1st through 100th Doe Defendants, are liable for their negligent management of property. First, Defendants owned, leased, occupied, or controlled the property. Second, Defendants were negligent in the use or maintenance of the property, because they caused hazardous asbestos to become airborne by, among other things, actively participating and contributing to specific activities such as moving, mixing, tearing down, and installing asbestos-containing products in an unsafe manner; and specifying and causing others to move, mix, tear down, and install asbestos-containing products in an unsafe manner. Defendants failed to use the amount of care that a reasonably careful person would use in similar circumstances to avoid exposing others to a foreseeable risk of harm. Third, Mr. Sisk developed mesothelioma. Fourth, each Defendant's negligence was a substantial factor in causing Mr. Sisk's mesothelioma.

VIII.

Negligent Failure to Warn of Unsafe Concealed Conditions: the 1st through 100th Doe Defendants, are liable for their negligent failure to warn of unsafe concealed conditions. First, Defendants owned, leased, occupied, or controlled the property. Second, Defendants knew, or reasonably should have known, of a preexisting unsafe concealed condition on the property: the existence of hazardous asbestos that became airborne. Third, exposed persons neither knew nor could be reasonably expected to know of the unsafe concealed condition. Fourth, when Mr. Sisk worked as a contractor's employee, the condition was not part of the work that Mr. Sisk was hired to perform. Fifth, Defendants failed to warn exposed persons of the condition. Sixth, Mr. Sisk developed

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mesothelioma. Seventh, each Defendant's negligent conduct was a substantial factor in causing Mr. Sisk's mesothelioma.

IX.

Negligent Exercise of Retained Control over Safety Conditions: the 1st through 100th Doe Defendants, are liable for their negligent exercise of retained control over safety conditions. First, Defendants owned, leased, occupied, or controlled the property. Second, Defendants retained control over safety conditions at the worksite. Third, Defendants negligently exercised their retained control over safety conditions because they caused hazardous asbestos to become airborne by, among other things, actively participating and contributing to specific activities such as, but not limited to, moving, mixing, tearing down, and installing asbestos-containing products in an unsafe manner; and specifying and causing others to move, mix, tear down, and install asbestos-containing products in an unsafe manner. Fourth, Mr. Sisk developed mesothelioma. Fifth, each Defendant's negligent exercise of its retained control over safety conditions was a substantial factor in causing Mr. Sisk's mesothelioma.

X.

Negligent Provision of Unsafe Equipment: the 1st through 100th Doe Defendants, are liable for their negligent provision of unsafe equipment. First, Defendants owned, leased, occupied, or controlled the property. Second, Defendants negligently provided unsafe equipment that caused hazardous asbestos to become airborne. Third, Mr. Sisk developed mesothelioma. Fourth, each Defendant's negligent conduct was a substantial factor in causing Mr. Sisk's mesothelioma.

THIRD CAUSE OF ACTION FOR FRAUD

I.

All Defendants, and the 1st through 100th Doe Defendants, are liable for fraud, including fraudulent misrepresentations, fraudulent concealment, conspiracy to commit fraudulent misrepresentation, and conspiracy to commit fraudulent concealment, as set forth herein.

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II.

Defendant Kelly-Moore Paint Company, Inc. ("Kelly-Moore"): Kelly-Moore is liable for fraud based on facts including, but not limited to, the following:

a) Kelly-Moore is a California corporation whose principal place of business is in San Carlos, California.

b) From 1960 until at least 1978, Kelly-Moore, through its alternate entity Paco Textures, manufactured numerous products, including joint compound and texture products, composed of at least six percent chrysotile asbestos by weight.

c) Kelly-Moore knew at all relevant times that construction workers and other persons exposed to its asbestos-containing products were at risk of disease and injury, including cancer, and that workers like Plaintiff would experience "high incidences of cancer, lung disease, and skin irritation".

d) As set forth herein, despite the known toxicity of asbestos to persons working with asbestos-containing compounds as well as employees involved in manufacturing those compounds, and despite OSHA having issued an alert to sanding joints in drywall construction as a potential source of exposure to asbestos fibers, Kelly-Moore continued to intentionally add asbestos to most of its Paco brand joint compound products, and to sell asbestos-containing products whenever and wherever it could do so without violating the law.

e) As set forth herein, Kelly-Moore represented to customers and end users that its products were safe and appropriate for their expected and intended use when they were not; and falsely represented that the products were not hazardous, by omitting warnings entirely or by carefully phrasing warnings to obscure and minimize the hazards known to Kelly-Moore. Kelly-Moore did so knowing and intending that its customers and end users would receive these active misrepresentations and fraudulent and misleading statements intended to conceal the hazards of those products, so that customers and end users would purchase and use its products as opposed to its competitors' products, and so that it could profit from the sales of these products, including existing asbestos-containing inventory that remained in Kelly-Moore's possession after it could no longer manufacture them or sell them in all domestic markets.

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f) At all relevant times, Kelly-Moore was keenly aware of competition from other manufacturers of asbestos-containing joint compounds, texture compounds, acoustic materials, and patching compounds, and in particular was aware that at certain times its asbestos-containing products were in direct competition with asbestos-free compounds. For example, on March 28, 1975, Kelly-Moore managing agent Doug Marquardt reported that competitor Hamilton produced a successful acoustic compound.

g) Kelly-Moore continued to use asbestos in its joint compounds and other products despite knowing that asbestos posed a hazard to its own employees. For example, at an internal "Paco Production Meeting" on February 28, 1972, Kelly-Moore concluded that the "latest bulletin" on the use of asbestos in joint compound and paint products meant that "we will not have to eliminate it from our formulations immediately; however, it will be necessary for us to provide proper respirator devices for the men and have lung X-rays made of the workers at least once each two years." Douglas W. Merrill, then Kelly-Moore's Research and Production Manager, was one of the many Kelly-Moore managing agents present at this meeting.

h) Walter Pickens, president of Kelly-Moore division Paco Textures, received a letter from Bill Spence, chairman of the Drywall Industry Trust Fund Safety Committee on June 6, 1972 discussing Dr. Irving Selikoff's three-year study of the effects of dust on workers in the sheetrock industry. As noted in the letter Mr. Pickens received, these studies found that after only seven years in the trade, drywall tapers were "quite susceptible to cancer of the lung within the next ten year period". The letter was circulated to Douglas Merrill, and includes hand-written notes (presumably from Mr. Merrill) to Mr. Pickens acknowledging that the "materials claimed as toxic used in drywall products would be asbestos".

i) Despite receiving this letter in 1972, Kelly-Moore has previously denied receiving the results or conclusions of any studies or tests conducted by any laboratory relating to asbestos exposure in the workplace or the hazards of asbestos to human health prior to 1973.

j) On July 7, 1972, Kelly-Moore received an "Evaluation of Airborne Asbestos" from Liberty Mutual, its workers' compensation insurer, which found that levels of asbestos present at Kelly-Moore's manufacturing facility exceeded then-existing OSHA standards. The first

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recommendation presented to Kelly-Moore was: "Explore the possibility of finding a suitable and less toxic substance for asbestos in the various mixtures." In addition to industrial hygiene and engineering controls, Kelly-Moore was advised to implement "special medical controls" for employees exposed to airborne asbestos.

k) By 1974, Kelly-Moore knew that the concentration of airborne asbestos created by the regular use of its asbestos-containing joint compounds exceeded OSHA's ceiling concentration limits; nonetheless, Kelly-Moore continued to sell asbestos-containing products.

l) On September 30, 1974, Kelly-Moore held a board meeting at managing agents including Doug Merrill were present. Kelly-Moore decided that the use of asbestos as a substitute for titanium in an acoustic compound "has resulted in a lower cost for us; therefore it has been agreed that we will make this change in the formula and not indicate it on the bag."

m) As of July 1, 1975, it became illegal in California to spray any substance containing .5% asbestos on a building during construction; this ban would extend to the spraying of a substance containing any amount of asbestos by July 1, 1976. This ban encompassed certain Kelly-Moore products, including ceiling texture. Kelly-Moore did not remove asbestos from this product, recall the product, or warn customers to stop using it. Instead, after a meeting on March 28, 1975, Kelly-Moore instituted a program where the "old product" that did not comply with these regulations would be sold outside of California.

n) Kelly-Moore told its "California customers" that it would comply with the law and make a non-asbestos product available to them. In an internal memo circulated among managing agents on June 25, 1975, Kelly-Moore noted that "customers can still continue to use the products purchased prior to July 1 – we just cannot sell them after July 1." Meanwhile, Kelly-Moore instructed stores and warehouses in California to return inventory of this asbestos-containing ceiling texture so that it could be sold in other states.

o) In a December 15, 1976 internal memo authored by Doug Merrill, Kelly-Moore acknowledged that in addition to anticipated consumer bans on the use of asbestos, "we could be judged liable in a suit where a person exposed to our asbestos containing product developed a cancer related injury or death." Nonetheless, Kelly-Moore acknowledged that it continued to make

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an asbestos-containing ceiling texture for "out-of-state customers", and intended to continue marketing this asbestos-containing products until anticipated state and federal regulations prevented it from doing so, stating that it believed Kelly-Moore salesman and some customers might feel an asbestos-free product was "insuperior".

p) Through correspondence it obtained from the Asbestos Information Association in 1976, Kelly-Moore was aware of the scientific basis for banning asbestos from construction products, and the dangers it posed to workers, including:

- The use of asbestos-containing patching compounds emits high quantities of asbestos fibers
- Even brief exposures to asbestos fibers from patching compounds substantially increase the exposed person's risk of cancer
- Breathing-zone measurements of drywall workers show levels of asbestos up to 12 times greater than existing OSHA standards
- Workers with intermittent exposures to asbestos still incur a very high rate of cancer
- Workers exposed to levels of asbestos much lower than those found in drywall work develop asbestos cancers

q) In response to proposed federal regulations intended to ban asbestos in joint and patching compounds sold for consumer use, Kelly-Moore attempted to get its asbestos-containing products exempted from any restrictions or ban so that it could continue to market them. Kelly-Moore managing agent Douglas W. Merrill, in his capacity as Kelly-Moore's Research and Production Manager, wrote to the Secretary of the Consumer Product Safety Commission on August 22, 1977, urging the Secretary to exempt products "made for commercial or professional use" from an asbestos ban, arguing that the proposed ban "would effect [sic] all of our Joint Compound business even though it is almost entirely sold to the professional market."

r) In 1977, Kelly-Moore continued to manufacture asbestos-containing ceiling texture for sale outside of California, including in the states of Texas and Oklahoma, reflecting in a

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November 22, 1977 production meeting that it did so because the non-asbestos formulation was "considerably more expensive".

s) Kelly-Moore did not remove asbestos from its joint compounds and cements until it was required to comply with federal government issued regulations banning asbestos in patching compounds. Prior to this time, Kelly-Moore continued to produce over 25 separate asbestos-containing drywall products.

t) Kelly-Moore continued to sell its existing inventory of asbestos-containing products to beat deadlines which would have prohibited its sales of those products, despite being well aware of the hazards asbestos and asbestos-containing compounds posed to users of those products. On June 1, 1978, Kelly-Moore management formally directed its district managers to sell its existing asbestos-containing compounds before the federal law banning sales of these products came into effect on June 16, and authorized those managers to "discount as necessary to sell the products within the prescribed time".

u) Kelly-Moore continued to sell asbestos-containing products in its inventory whenever it believed it could do so without violating federal laws. On June 29, 1978, Kelly-Moore advised its Texas Division store managers – whose stores were of course not subject to the more stringent California regulations – that an internal directive to remove asbestos-containing compounds from store inventory "was issued to comply with the Federal Laws which became effective June 16, 1978", and that "the laws do not cover Ceiling Textures, Wall Textures, Sand Finish Textures or Texture Paints"; store managers were thus directed to place those items back in stock "and advise your staff that these items are now legal for sale."

III.

Defendant Union Carbide Corporation ("UCC"): UCC is liable for fraud based on facts including, but not limited to, the following:

a) As set forth below, UCC had actual knowledge of the hazards of asbestos to human health beginning in the early 20th century, but in the interest of preserving its profitability and sales, acted both individually and in concert with industry and trade groups to actively misrepresent the hazards of asbestos fibers and asbestos-containing products to customers, end

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users, and the general public, and to fraudulently conceal these hazards, by disseminating information which UCC knew to be false and/or recklessly and without regard for whether its statements were true.

b) Despite its long-standing awareness of the hazards of industrial dusts, and specifically of the hazards of asbestos, UCC opened its asbestos mine in the 1960s.

c) UCC understood by the 1960s that an asbestos-exposure limit of 5 million particles per cubic foot of air (p/cf) would not prevent mesothelioma. and that even a reduced limit of 1 million p/cf could not be deemed safe.

d) In 1963, when it opened its Calidria chrysotile asbestos processing plant, UCC was well aware of the hazards of asbestos to human health to its workers. UCC required employees to have a medical examination on the first day of employment. The plant used a "patented wet process" in all areas except bagging, where respirators were required. The in-plant measures taken to keep down dust were so stringent that at deposition, UCC's former managing agent and corporate representative described the Calidria packaging station as looking like a hospital room. The plant also a had a change room to prevent any opportunity for asbestos fibers to be carried home on a workers' clothing.

e) In 1967, UCC's medical director, Dr. C. U. Dernehl, concluded (through internal correspondence dated June 7, 1967) that it was probable that a 5 million p/cf limit would not prevent mesothelioma, adding "I have no idea what concentration might be effective in preventing this disease and I would wonder whether even a limit of 1 million particles per cubic foot would be effective in this regard."

f) Dr. Dernehl also discussed UCC's animal testing of its Calidria asbestos fiber, intended not only to observe the health effects of UCC's asbestos but to compare it against Johns Manville asbestos fiber. UCC's medical staff injected asbestos fiber into the belly cavity of guinea pigs, rats, and rabbits, and intratracheally into the lungs of rats. Dr. Dernehl wrote that in the injection studies "the Coalinga refined fiber produced the most severe reaction in the belly cavity, whereas the standard fiber and the Johns Manville fiber were essentially the same and less severe", that both types of UCC fibers caused serious lesions in the animals' lungs, observing that the

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"only conclusion we can draw from this crude test" was that UCC's Calidria asbestos might be more hazardous than other, long-fiber forms.

g) UCC's bags of Calidria asbestos in 1968 did not fully warn of asbestos hazards. In deposition, UCC has admitted that it did not fully disclose all it knew about the hazards of asbestos to its customers through this warning, and claimed this was because there was not enough room on the bag to do so.

h) UCC's marketing materials at this time made representations about the risks of exposure to asbestos that were false, and which UCC knew to be false and/or which UCC made recklessly and without regard for whether these statements were true. Despite knowing that published exposure limits did not protect workers from mesothelioma, UCC claimed that "cancerous tumors" developed only "with exposures significantly exceeding the Threshold Limit Value" of 5 million p/cf.

i) In a 1969 toxicology report issued by UCC and authored by Dr. Dernehl, UCC conceded that mesothelioma "may occur in individuals with histories of only slight exposures" and that the threshold limit value (TLV) of 5 million particles per cubic foot "may not be low enough to protect against mesothelioma."

j) In 1972, UCC understood that its "Calidria" brand chrysotile asbestos should be treated like any other chrysotile fiber and could cause lung disease just like any other type of asbestos.

k) Despite this understanding, UCC continued to affirmatively misrepresent the safety of its Calidria chrysotile asbestos and to fraudulently conceal information known to it. In a March 10, 1972 letter to a customer, UCC manager and agent James W. Rawlings claimed that publicity about asbestos regulations "has tended to be of a sensational nature", and falsely stated that asbestosis and cancer occurred "only in connection with massive long term exposures to asbestos dust" in mines, mills, and factories.

l) In June 22, 1972, UCC manager B.L. Ingalls circulated an internal memo to other UCC managers, including John Myers, with suggestions for "handling inquiries from customers concerning the new OSHA regulations". In this memo, Mr. Ingalls described numerous ways that

UCC should deflect and shut down customers' concerns about asbestos. For example, in a paragraph titled "Set the mood", UCC advised that "[c]ontrolling the conversation is important", that a customer who "threatens to eliminate asbestos" should be treated aggressively and their attitude labeled "premature", "irrational" or "avoiding the inevitable", and that the "main objective is to keep the customer on the defensive, make him justify his position."

m) The B.L. Ingalls "set the mood" memorandum was cited in *Stewart v. Union Carbide Corp.* (2010) 190 Cal.App.4th 23, 35 as evidence on which the jury properly relied for its findings of punitive damages against UCC. The Court of Appeals noted that the evidence presented supported a conclusion that "Union Carbide did not share its knowledge of the dangers of asbestos with its customers or with individuals who would, predictably, be exposed to dust from its products, and that it instead sought to downplay the risk." [*Id.* at 34.]

n) UCC also knowingly misrepresented the safety of its Calidria chrysotile asbestos through Material Safety Data Sheets which completely omitted any reference to lung cancer or mesothelioma. Its September 1972 MSDS for Calidria states that overexposure to Calidria are "Prolonged over exposure may result in lung damage", and that Calidria "has no acute toxicity."

o) These assurances were false and UCC knew they were false at the time it made them; UCC's statements were made to preserve its sales of Calidria asbestos and to induce reasonable reliance on those statements by its customers and persons using products containing Calidria asbestos. UCC's statements regarding Calidria asbestos were not 'puffery' or sales talk, but were deliberate and reckless misrepresentations about the safety of its product. UCC knew and intended that customers would rely on these statements.

p) UCC was aware of, and had documents reflecting, United States Gypsum (USG) sanding studies showing that sanding of ready-mix asbestos-containing joint compound caused the release of asbestos fibers in ranges from 1 to 20 fibers per cubic centimeter of air (f/cc). UCC admits that when UCC did its own testing in 1973, it did not count fibers more than 5 microns in length, even though "the majority of our products" were fibers less than 5 microns in length.

q) UCC was also aware that sanding joint compound (certain brands of which incorporated its Calidria chrysotile asbestos) created high levels of asbestos exposure, while even

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lower-level bystander asbestos exposures cause mesothelioma. In a March 25, 1974 internal memo, William C. Thurber, a UCC Business Manager of Asbestos Products, observed that UCC had been very successful in the past two years in increasing its market share for "redi-mix" tape joint compounds, but that sales were under increasing pressure "from the likes of Dr. Selikoff" because of the dust generated during sanding. Mr. Thurber added that "[i]f the occupational health question can be managed, we should enjoy increased sales in this group."

r) UCC continued to assure customers who purchased its asbestos fiber as an ingredient in joint compound that joint compound containing asbestos fibers could be "used safely" if asbestos fiber release was below then-existing threshold limit values. These assurances were false and UCC knew they were false at the time it made them; UCC's statements were made to preserve its sales of Calidria asbestos and to induce reasonable reliance on those statements by its customers and persons using products containing Calidria asbestos.

s) In May 30, 1975, an internal UCC memo authored by Dr. Rhodes and sent to UCC managers including John Myers warned against the use of adequate labels on packages of UCC asbestos. While acknowledging that labels "undoubtedly maximize protection against possible future product liability suits", UCC noted that "cancer is a very emotional word" and that "[w]e cannot predict with certainty what effect the use of the proposed label will have on our business, but the general feeling here is that it is likely to vary somewhere between serious and fatal."

t) In this 1975 memo, UCC went on to suggest adopting AIA talking points that were false, and which UCC knew to be false, including the claim that a limit of 2 f/cc exposure to chrysotile was "safe", and that there was "real doubt" that mesothelioma could be caused by inhalation of chrysotile.

u) In September 29, 1975, in an internal memo sent to UCC managers including B.L. Ingalls, William Thurber and John Myers, UCC industrial hygienist Dr. Harrison B. Rhodes discussed his attendance at a conference on occupational health, at which he learned that "the mesothelioma and even the asbestosis picture will get worse before it gets better" and that there was a "growing feeling that short, intense exposures which overwhelm the lung clearing mechanisms may be enough to cause serious harm."

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v) At all relevant times, UCC cooperated with other members of the industry and with special-interest groups such as the Asbestos Information Association (of which UCC was a member) to nullify "attacks" by public-health authorities. For example, in 1973, UCC's president William S. Sneath received a typed copy of the presentation "Why Asbestos?" by Matthew Swetonic, executive secretary of the AIA. This presentation stated that "there is no doubt that the inhalation of substantial amounts of asbestos can lead to increased rates of various types of lung disease, including two forms of cancer", describing these as "facts which cannot be denied", and stated the AIA's prediction that "approximately 25,000 past and present employees in the asbestos industry have died or will eventually die of asbestos-related disease."

w) In this 1973 presentation, Mr. Swetonic also described the activities of the AIA as having changed from its original purpose of limiting its activities from providing accurate and unbiased information, stating that in the past two years, "[f]ortunately – and properly - the Association has, had the wisdom to alter its original limited concept of its proper functions, and now endeavors to assume whatever activities and responsibilities it deems necessary to protect the interests of the asbestos manufacturing industry in the United States vis-a-vis asbestos-health." He added that industry surveys showed the "good news" that only a small percentage of the American public were even aware of the health hazards of asbestos, and that such results "should be reassuring to those industry customers who fear that the general public will stop buying their products because they contain asbestos." Mr. Swetonic assured AIA members that "[t]he press relations battle will therefore be won, not when the media starts to print positive or balanced articles about asbestos, but when the press ceases to print anything about asbestos at all."

x) UCC's involvement with the AIA was neither passive nor limited to receiving written materials. In July 25, 1977 "Internal Correspondence" authored by Harrison Rhodes and sent to managers and agents including John Myers and William Thurber, UCC described its work in opposing attempts to regulate asbestos in New Jersey and Connecticut. Noting that New Jersey had "backed off" a complete ban of spraying asbestos-containing materials, UCC bragged that "[i]t should also be noted that Union Carbide, acting in the name of the AIA/NA made an important contribution towards this workable regulation." UCC was less optimistic about its

successes in Connecticut, and in suggesting efforts to oppose those regulations, stated that "AIA/NA action will also be explored."

y) UCC's direct involvement in propaganda designed to convince the public that asbestos was safe, and to suppress information concerning the serious and known hazards of asbestos – indeed, information concerning asbestos at all – was intended to induce both the public at large and workers using asbestos-containing products to rely on such statements and to believe, incorrectly and to their detriment, that they could safely use asbestos-containing products. UCC, in concert with other companies that sold asbestos fiber and asbestos-containing products, used the AIA to actively misrepresent the risks of using asbestos the hazards of asbestos-containing products, and to fraudulently conceal those risk and hazards.

z) UCC's affirmative misconduct and fraudulent concealment of harm was not limited to asbestos, but extended throughout its history to other harmful industrial dusts, despite its long-standing knowledge from the beginning of the 20th century about the existence, severity, and causes of pneumoconiosis (dust disease) including asbestos and silicosis.

aa) In 1927, UCC's wholly-owned subsidiary, the Kanawha Power Company, began construction of a three-mile-long tunnel under Gauley Mountain near Hawk's Nest, West Virginia. It was well-known in medical and industrial circles at the time – and was specifically known to UCC – that inhaling silica could lead to silicosis, a serious, debilitating, and often fatal disease caused by breathing in silica crystals. Silicosis is closely associated with mining.

bb) Workers on the Hawk's Nest project were not provided with adequate ventilation or respiratory equipment to protect them from inhaling silica, despite management using such respiratory protection when making site visits. The project did not use 'wet-down' procedures to keep down the release of dust because it would have slowed the rate of work. Dust in the tunnel was so thick that miners emerged covered in layers of white dust, and inside the tunnel clouds of dust impaired vision. Workers rarely lasted a year as conditions meant that many men were unable to work longer. Of the approximately 2900 workers who labored inside the tunnel it is estimated that over 700 died of silicosis.

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cc) In 1935, Congress began to hold hearings regarding what is today known as the "Hawk's Nest Disaster." In response, over two hundred industry executives met in private to discuss a response. Attendee Vandiver Brown of the Johns-Manville Company later observed that the principal areas of concern was that the "uncertainties surrounding diagnosis" of dust diseases would lead to juries finding liability against industrial defendants in lawsuits. The meeting resulted in a plan to form an organization which, among other things, would help set up "approved standards of diagnosis" to create a "defense against personal injury suits", would serve as a legal clearinghouse to advise businesses facing liability suits, and in the legislative area would help "secure the enactment of state laws, of a uniform character, which, when complied with, will fairly and properly protect the interest of industry and those engaged in industry and of enlisting the cooperation of the federal government in that direction."

dd) In 1936, Vandiver Brown described the Air Hygiene Foundation as "the creature of industry" and as "the one institution upon which employers can rely completely for a sympathetic appreciation of their viewpoint" regarding dust diseases and liability for those diseases.

ee) The Air Hygiene Foundation changed its name to the Industrial Hygiene Foundation in 1941. UCC admits that it was a member of this organization by the 1930s and at least into the 1950s, and the 1937 list of Air Hygiene Foundation members and committees shows Union Carbide Corporation was then a member.

ff) The IHF continued to share information among its members about dust diseases, including asbestos-related diseases, including through publications such as the Industrial Hygiene Digest, which published abstracts of articles from hundreds of medical journals. In the mid-1940s, these articles included reports of cancers of the lung and pleura. By 1956, the IHF circulated reports from the medical literature showing that insulators were at risk of developing asbestosis and bronchial cancer. The IHF also maintained laboratories that conducted research into dust diseases, including asbestos-related diseases. UCC was, and at all relevant times continued to be, a member of and participant in this organization, and in concert with other members of the asbestos industry had full and up-to-date knowledge of the hazards of asbestos to human health.

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IV.

Defendant Kaiser Gypsum Company, Inc. ("Kaiser Gypsum"): Kaiser Gypsum is liable for fraud based on facts including, but not limited to, the following:

a) From the 1950s to 1976, Kaiser Gypsum's products contained asbestos. In its verified discovery responses, Kaiser Gypsum admits that its joint compounds and acoustical ceiling tiles contained asbestos from the 1950s through 1976. As to joint compounds, Kaiser Gypsum used raw asbestos from Union Carbide and other entities. Union Carbide's corporate representative, Jack Walsh, testified that Kaiser Gypsum was among the top four customers for Union Carbide's Calidria asbestos.

b) Kaiser Gypsum knew its asbestos-containing products caused cancer. In June 2004, Kaiser Gypsum's longtime employee and designated corporate representative George Kirk testified about Kaiser Gypsum's knowledge of its asbestos-containing products' health hazards. Mr. Kirk worked for Kaiser Gypsum from 1949 through 1974.

c) By 1953, Kaiser Gypsum had started to develop a joint-compound product for use with its drywall materials. In 1954, after some test batches of asbestos-free joint compound, Kaiser Gypsum decided to include asbestos as an ingredient of its production version to improve the product's performance. Mr. Kirk participated in the company's decision to use asbestos in its joint compound, and he was the person who first met with Johns-Manville's asbestos salesman. As of 1955, Kaiser Gypsum's joint compound contained asbestos.

d) In addition to his normal duties, Mr. Kirk represented Kaiser Gypsum in national trade organizations including the Gypsum Association from 1956 through the early 1970s. In 1965, Kaiser Gypsum received from the Gypsum Association a report pertaining to asbestos-related health hazards. Kaiser Gypsum's management circulated the report via a March 1, 1965 interoffice memorandum. The memorandum noted that people should wear proper respirators to protect against asbestos dust. The report itself further noted that people exposed to asbestos-containing products have an increased risk for lung cancer and mesothelioma. In response, Kaiser Gypsum's own factory personnel began to wear respirators when working with asbestos. Those employees wore respirators through at least 1974.

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e) Mr. Kirk and his team also began their own research into the dangers of asbestos exposure. Not until 1971 did Kaiser Gypsum begin to consider whether to remove asbestos from its joint compound and other products. The company received federal OSHA's emergency asbestos-exposure standard in 1971; and OSHA's formal exposure and warning regulation in 1972. In the fall of 1972, Kaiser Gypsum formalized its plan to begin replacing asbestos over time.

f) In late 1972, Kaiser Gypsum allegedly placed some asbestos information on some of its product packaging. It never advised that respirators should be used, and never warned of cancer. Kaiser Gypsum waited until 1973 to begin testing asbestos-free versions of its products. Mr. Kirk testified that "it was a struggle" because "[a]sbestos was a very difficult material to replace."

g) In 1974, Kaiser Gypsum continued to sell asbestos-containing joint compound because the asbestos-free version performed poorly in the field. Kaiser Gypsum's products were not asbestos-free until at least the end of 1975.

h) Mr. Kirk testified about numerous interoffice memoranda showing Kaiser Gypsum's asbestos knowledge and knowing disregard for its users' health and safety:

1. March 29, 1966: This memorandum was addressed to all safety supervisors and it indicated that inhalation of asbestos dust causes cancer. It again advised that everyone in the vicinity of asbestos dust should wear a respirator. This document resulted in no warnings to product users.

2. April 20, 1967: This document concerned a safety review of Kaiser Gypsum's St. Helens plant. It again noted that asbestos-exposed employees should wear respirators.

3. January 28, 1971: This discussed a safety review of Kaiser Gypsum's Jacksonville plant. It described the asbestos-cancer hazards created by dusty work practices and inadequate ventilation, and that respirators were only a partial solution.

4. November 5, 1971: Entitled "Asbestos Fiber," this memorandum listed the amount of asbestos included in Kaiser Gypsum's joint compound, topping compound, and other products. It expressed concern that a potential government ban on such asbestos-containing

products would leave the company without any asbestos-free alternatives to sell. Kaiser Gypsum had not yet begun any effort to eliminate asbestos. Also by 1971, Kaiser Gypsum's salesmen had started receiving questions about whether the joint compound posed any asbestos-related hazards.

5. November 18, 1971: Entitled "Asbestos Fiber – Ecology," this memorandum outlined Kaiser Gypsum's plan to solicit asbestos hazard information from its suppliers of raw asbestos fiber. It further discussed how such information should be conveyed to the people in Kaiser Gypsum's plants.

6. February 24, 1972: This discussed "Airborne Pollutants, Especially Asbestos." It reviewed the federal government's potential ban on Kaiser Gypsum's asbestos-containing joint compound. The Environmental Protection Agency was concerned with, "exposure of persons to products without having any idea of what the ingredients are."

7. September 28, 1972: This involved the asbestos-related label that would be applied to certain asbestos-containing products. The label would have satisfied OSHA rules, but did not mention cancer or death. The memorandum expressly directed not to warn of the hazards of mixing or sanding the products. Kaiser Gypsum expected construction workers to find a copy of the Code of Federal Regulations if they wanted to know more about asbestos hazards. But Kaiser Gypsum's actual reason for not adequately warning was that, as Mr. Kirk acknowledged, the joint compound physically could not be mixed or used without creating dust.

8. November 24, 1972: This addressed Kaiser Gypsum's product packaging. A suggested label pertaining to asbestos would have addressed the need for respirators when dumping bags, mixing or sanding of joint compound.

9. November 27, 1972: Unlike the memorandum from three days earlier, this memorandum modified the asbestos label by eliminating all reference to respirators, dumping, mixing or sanding. The more detailed version was never used on any Kaiser Gypsum product.

10. May 17, 1973: This also discussed the asbestos labels that would be applied to certain Kaiser Gypsum products. It asked the plant managers how many labels they needed for their existing unmarked inventory. Kaiser Gypsum sold at least some products bearing the

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asbestos label, without warning of the need for respirators, and its salesmen complained that sales could be hurt.

11. March 1, 1974: Entitled, "Dust from Joint Compound Job Operations," this memorandum described the elevated asbestos-exposure levels from using joint compound, including Kaiser Gypsum's products. Instead of adopting the Gypsum Association's recommendation of using stronger asbestos language, it was suggested that Kaiser Gypsum should remove all asbestos information from pre-mixed joint compound. "Our company is the only major company carrying the asbestos warning on its premix **and it is costing us business**."

12. April 5, 1974: Entitled, "Joint Compound – Asbestos," the memorandum referenced a Wall Street Journal article that highlighted the asbestos hazards of the product, and noted that sales were suffering in New York City. It stated, "The label warning of the asbestos content appears to be worse than the actual material itself."

13. April 8, 1974: This inquired whether the company had any research program under way to eliminate asbestos from the joint compound

14. May 28, 1974: This discussed an inspection of Kaiser Gypsum's Seattle plant. It noted that a test batch of asbestos-free topping compound had performed well, and recommended further field testing. Mr. Kirk explained that Kaiser Gypsum eventually made asbestos-free joint compound by substituting safe alternatives including cellulose fiber and clay

15. June 11, 1974: This addressed asbestos-free topping compound. It noted that the formula had performed well in initial tests, and that it would eliminate users' asbestos exposures during sanding.

16. July 9, 1974: This reviewed asbestos air samples taken at the company's Delanco plant. It advised that the asbestos-exposed workers should continue to wear respirators.

17. December 9, 1974: This described asbestos-free product testing done in Arizona. The asbestos-free topping compound performed well and would be sold in that market.

18. January 24, 1975: This summarized Kaiser Gypsum's asbestos-replacement status. On the West Coast, testing of asbestos-free products was still underway. On the East Coast, testing had not yet begun.

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19. June 26, 1975 : This again described the status on the West Coast. Asbestos-free joint compound and topping compound had been successfully developed and were approved for manufacture at the company's Santa Ana plant.

i) Kaiser Gypsum willfully failed to inform and protect customers about its products' asbestos content and its associated health hazards. In 1988, former Kaiser Gypsum salesman John Crum testified about Kaiser Gypsum's complete lack of asbestos warnings on its West Coast joint compound packaging. Mr. Crum was the physically injured plaintiff in his mesothelioma lawsuit. In 1964, Mr. Crum went to work for Kaiser Gypsum as a salesman covering the region of Northern California and Nevada. Mr. Crum sold all Kaiser Gypsum drywall products, including joint compound. The products were sold for residential and commercial construction projects. Mr. Crum received commendations for his high sales figures in 1965 and 1972, including the 1972 Salesman of the Year award. He continued selling the joint compound through 1975, encompassing 10,000 packages between 1972 and 1975 alone. Mr. Crum never saw any asbestos information on any Kaiser Gypsum product between 1972 and 1975. Nor did Kaiser Gypsum verbally inform Mr. Crum that its joint compounds contained asbestos or were dangerous.

j) Mr. Crum's testimony comports with the testimony of another former Kaiser Gypsum salesman, Brentwood Crosby. Mr. Crosby first worked for Kaiser Gypsum in 1960. From 1962 through 1978, Mr. Crosby worked as a salesman and sales manager who ultimately supervised the whole region of Northern California, Northern Nevada, Utah, Southeastern Idaho, Oregon and Washington. Mr. Crosby supervised the sale of approximately 250,000 packages of joint compound, and he never saw any label or heard any verbal warning from Kaiser Gypsum about asbestos or asbestos-related health hazards.

k) Mr. Crosby's testimony also reveals that Kaiser Gypsum concealed the asbestos content of its joint compounds. During Mr. Crosby's career at Kaiser Gypsum, George Kirk was in charge of research and development. Mr. Crosby relied on Mr. Kirk and his staff to provide information when the salesmen fielded customers' questions and complaints about Kaiser Gypsum's products. In the late 1960s and 1970, Mr. Crosby became concerned about whether Kaiser Gypsum's drywall products, including joint compound, contained asbestos. Customers had

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directly asked that question of the salesmen, so Mr. Crosby asked Mr. Kirk for the answer. Mr. Kirk (falsely) said "No," the products did not contain asbestos. A Kaiser Gypsum manufacturing specialist, Mr. Raffaelli, provided the same answer to Mr. Crosby. Mr. Crosby relied on those statements and passed them along to his salesmen, who expressed relief because asbestos content would hurt sales.

V.

Fraudulent Misrepresentation: All Defendants, and the 1st through 100th Doe Defendants, are liable for their fraudulent misrepresentations.

First, each Defendant, via its employees, agents, advertisements, or any other authorized person or document, represented that certain facts were true when they were not.

Second, each Defendant falsely represented that the products they marketed, used, sold, supplied, or specified for use were not hazardous. Those misrepresentations were made before and during the years that Mr. Sisk was exposed to asbestos for which Defendants are responsible. Those misrepresentations were made either directly to Mr. Sisk, to a group of persons including Mr. Sisk, or to third parties intending and reasonably expecting that the substance of those misrepresentations would be repeated to Mr. Sisk.

Third, each Defendant knew that the misrepresentations were false when they made them, or Defendants made the misrepresentations recklessly and without regard for the truth.

Fourth, each Defendant intended that Mr. Sisk and/or the same class of persons would rely on the misrepresentations or their substance.

Fifth, Mr. Sisk reasonably relied on Defendants' misrepresentations or their substance.

Sixth, Mr. Sisk developed mesothelioma.

Seventh, Mr. Sisk's reliance on each Defendant's misrepresentations was a substantial factor in causing Mr. Sisk's mesothelioma.

VI.

Fraudulent Concealment (Nondisclosure): All Defendants, and the 1st through 100th Doe Defendants, are liable for their fraudulent concealment (nondisclosure).

First, each Defendant made affirmative statements that were so misleading (e.g.,

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misleading "half-truths") that they gave rise to a fraud cause of action even in the absence of a specific relationship or transaction as between Defendants and Mr. Sisk. Specifically, Defendants stated that their products could be used safely while concealing that they were in fact lethal because they released asbestos fibers.

Second, each Defendant (i) had exclusive knowledge of material facts not known to Mr. Sisk, (ii) actively concealed these material facts from Mr. Sisk, (iii) made partial representations but also suppressed material facts, as set forth above, and (iv) made factual representations, but did not disclose facts that materially qualified those representations. Such nondisclosures included Defendants representing their products as safe when used as intended and as fit for the particular purpose for which they were marketed, while not disclosing the facts that these products contained asbestos that would become airborne during the intended and/or foreseeable use of the products, rendering them dangerous and unfit for their intended purpose.

Third, each Defendant entered into a relationship and/or a transaction with Mr. Sisk sufficient to give rise to a duty to disclose. For example, Mr. Sisk used or otherwise encountered Defendants' products that were purchased either directly from Defendants, Defendants' authorized dealer or supplier, or any other entity upon which Defendants derived a direct monetary benefit. Defendants derived direct monetary benefit from the industry and these individuals' use of these products because Mr. Sisk, his coworkers, and/or his employer decided to use or purchase Defendants' products.

Fourth, Mr. Sisk did not know of the concealed facts.

Fifth, Defendants intended to deceive Mr. Sisk by concealing the facts, and/or by making certain representations without disclosing additional facts that would have materially qualified those representations.

Sixth, had the omitted information been disclosed, Mr. Sisk reasonably would have behaved differently.

Seventh, Mr. Sisk developed mesothelioma.

Eighth, each Defendant's concealment was a substantial factor in causing Mr. Sisk's mesothelioma.

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VII.

Conspiracy to Commit Fraudulent Misrepresentation: All Defendants, and the 1st through 100th Doe Defendants, are liable for their conspiracy to commit fraudulent misrepresentation. First, Defendants were aware that their conspirators, which included all co-Defendants and others, planned to commit fraudulent misrepresentation against Mr. Sisk. Second, Defendants agreed with their conspirators and intended that the fraudulent misrepresentation be committed. Third, Mr. Sisk developed mesothelioma. Fourth, each Defendant's participation in the conspiracy was a substantial factor in causing Mr. Sisk's mesothelioma.

VIII.

Conspiracy to Commit Fraudulent Concealment: All Defendants, and the 1st through 100th Doe Defendants, are liable for their conspiracy to commit fraudulent concealment. First, Defendants were aware that their conspirators planned to commit fraudulent concealment against Mr. Sisk. Second, these Defendants agreed with their conspirators and intended that the fraudulent concealment be committed. Third, Mr. Sisk developed mesothelioma. Fourth, each Defendant's participation in the conspiracy was a substantial factor in causing Mr. Sisk's mesothelioma.

IX.

Knowledge of Hazards: At all times pertinent hereto, all Defendants, and the 1st through 100th Doe Defendants, owed Mr. Sisk a duty, as provided for in California Civil Code sections 1708, 1709, and 1710, to abstain from injuring his person, property, or rights. In violation of that duty, each Defendant engaged in the acts and omissions when a duty to act was imposed as set forth herein, thereby proximately causing injury and harm to Mr. Sisk. Such acts and omissions consisted of deceit as prohibited by Civil Code section 1710, and more specifically were (i) suggestions of fact which were not true and which the Defendants did not believe to be true, (ii) assertions of fact of that which was not true, which the Defendants had no reasonable ground for believing to be true, and (iii) the suppression of facts when a duty existed to disclose it, all as are more fully set forth herein, and the violation of which as to any one such item gave rise to a cause of action for violation of Mr. Sisk's rights as provided for in the above code sections.

Each of the foregoing acts, suggestions, assertions, and failures to act when a duty existed to act, Defendants having such knowledge, knowing Mr. Sisk did not have such knowledge, was done falsely and fraudulently and with full intent to induce Mr. Sisk to work in a dangerous environment and to cause him to remain unaware of the true facts, all in violation of the Civil Code and other applicable law.

BASIS FOR PUNITIVE DAMAGES

I.

Malice, Oppression, or Fraud: Plaintiffs hereby incorporate by reference the allegations of all causes of action as if fully stated herein. All Defendants, and the 1st through 100th Doe Defendants, except as to Kaiser Gypsum Company, Inc., pursuant to the United States Bankruptcy Court Order dated August 9, 2018, are liable for punitive damages because they engaged in the conduct that caused Mr. Sisk's harm with malice, oppression, or fraud.

First, Defendants committed malice in that they acted with intent to harm when they caused Mr. Sisk's asbestos exposures, and because their conduct was despicable and was done with a willful and knowing disregard of the rights and safety of others.

Second, Defendants committed oppression in that their conduct was despicable and subjected Mr. Sisk to cruel and unjust hardship in knowing disregard of Mr. Sisk's rights.

Third, Defendants committed fraud in that they intentionally concealed and misrepresented material facts and did so intending to harm Mr. Sisk.

Defendants' conduct constituting malice, oppression, or fraud was committed by, authorized by, or adopted by one or more officers, directors, or managing agents of each Defendant, who acted on behalf of each Defendant.

PRAYER FOR DAMAGES

I.

Plaintiffs pray for judgment against all Defendants, and the 1st through 100th Doe Defendants, for:

1. All economic and non-economic compensatory damages in excess of $25,000;
2. Punitive damages according to proof;

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3. Pre- and post-judgment interest;

4. Costs of suit; and

5. Such other relief as is fair, just, and equitable.

DEMAND FOR JURY TRIAL

I.

Plaintiffs hereby demand a trial by jury on all issues so triable.

DATED: February 20, 2020

KAZAN, McCLAIN, SATTERLEY & GREENWOOD
A Professional Law Corporation

By: _____
John L. Langdoc
Toven Lim
Attorneys for Plaintiffs

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Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

RICHARD BURLIN SISK and CALVENA DEA SISK, Plaintiffs, vs. WEIR VALVES & CONTROLS USA INC., et al., Defendants.	Case No. RG20055456 Assigned for all Pre-Trial Purposes to Judge Jo-Lynn Lee Department 18 **AMENDMENT TO COMPLAINT ADDING DOE DEFENDANTS** Action Filed: February 21, 2020

Plaintiffs hereby amend the Complaint in this action by substituting the following true names in place of the corresponding fictitious names everywhere the fictitious names appear or are referenced in the Complaint.

TRUE NAME	FICTITIOUS NAME
TRANE TECHNOLOGIES COMPANY LLC individually and as successor-in-interest, parent, alter ego, and equitable trustee of INGERSOLL-RAND COMPANY	DOE 1
ALDRICH PUMP LLC individually and as successor-in-interest, parent, alter ego, and equitable trustee of INGERSOLL-RAND COMPANY	DOE 2
HEIDELBERG USA, INC., individually and as successor-in-interest to HEIDELBERG PUBLISHING SERVICES, INC., LINOTYPE-HELL COMPANY, MERGANTHALER LINOTYPE COMPANY, and PEERLESS MFG. CO.	DOE 3

TRUE NAME	FICTITIOUS NAME
HARRIS CORPORATION, individually and as successor-in-interest to HARRIS-INTERTYPE CORPORATION and INTERTYPE CORPORATION	DOE 4

DATED: May 22, 2020

KAZAN, McCLAIN, SATTERLEY & GREENWOOD
A Professional Law Corporation

By: _____
Henry A. Steinberg
Attorneys for Plaintiffs

Kazan, McClain, Satterley & Greenwood
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Exhibit 8

CSC

Notice of Service of Process

RXT / ALL
Transmittal Number: 21634262
Date Processed: 06/18/2020

Primary Contact:
Vida Wallace Henry
Trane Technologies
800 Beaty St
Ste E
Davidson, NC 28036-6924

Electronic copy provided to: Nicole Brunson

Entity:	Trane Technologies Company LLC Entity ID Number 4059953
Entity Served:	Trane Technologies Company LLC
Title of Action:	Norma D. Bowlin as Personal Representative of the Estate of Gary Jay Moss vs. Covil Corporation
Matter Name/ID:	Norma D. Bowlin as Personal Representative of the Estate of Gary Jay Moss vs. Covil Corporation (10308850)
Document(s) Type:	Summons/Complaint
Nature of Action:	Asbestos
Court/Agency:	Richland County Court of Common Pleas, SC
Case/Reference No:	2020CP4002692
Jurisdiction Served:	South Carolina
Date Served on CSC:	06/16/2020
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Theile B. McVey 803-256-4242

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT

NORMA D. BOWLIN as Personal Representative of the Estate of GARY JAY MOSS, Plaintiff, v. COVIL CORPORATION ENSTAR (US), INC. SOUTHERN INSULATION, INC. STARR DAVIS COMPANY, INC. STARR DAVIS COMPANY OF S.C., INC. UNITED STATES FIDELITY AND GUARANTY COMPANY, ZURICH AMERICAN INSURANCE COMPANY, 4520 CORP., INC. ABLEST INC. AECOM ENERGY & CONSTRUCTION, INC., AIR & LIQUID SYSTEMS CORPORATION, ALDRICH PUMP LLC ANCHOR DARLING VALVE COMPANY A. O. SMITH CORPORATION ARMSTRONG INTERNATIONAL, INC. AURORA PUMP COMPANY	)	C/A NO. In Re: Asbestos Personal Injury Litigation Coordinated Docket (Jury Trial Demanded) **SUMMONS**

BAHNSON, INC.

BAYER CORPORATION,

BECHTEL CORPORATION

BFK, INC.,

BONITZ, INC.

BW/IP INC.

CARBOLINE COMPANY

CARRIER CORPORATION

CECO ENVIRONMENTAL CORPORATION

CELANESE CORPORATION

CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.,

CNA HOLDINGS LLC,

CRANE CO.

CROSBY VALVE, LLC

DANIEL INTERNATIONAL CORPORATION

FISHER CONTROLS INTERNATIONAL LLC

FLOWSERVE US INC.

FLUOR CONSTRUCTORS INTERNATIONAL

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

FLUOR DANIEL SERVICES CORPORATION

FLUOR ENTERPRISES, INC.

FMC CORPORATION,

FOSTER WHEELER ENERGY CORPORATION

GARDNER DENVER, INC.

GENERAL ELECTRIC COMPANY

THE GOODYEAR TIRE & RUBBER COMPANY

GOULDS PUMPS, INCORPORATED

GREAT BARRIER INSULATION CO., INC.

GREENE, TWEED & CO., INC.

GRINNELL LLC

HAJOCA CORPORATION

HAMRICK MILLS

IMO INDUSTRIES, INC.

INGERSOLL-RAND COMPANY

INTERNATIONAL PAPER COMPANY

ITT, LLC

J. & L. INSULATION, INC.

J & L INSULATION, INC.

JOHN CRANE INC.

JOHNSON & JOHNSON

JOHNSON & JOHNSON CONSUMER, INC.,

MORSE TEC LLC

PFIZER, INC.,

PRESNELL INSULATION, INC.

RESEARCH-COTTRELL, INC.,

REYNOLDS AMERICAN, INC.,

R. J. REYNOLDS TOBACCO COMPANY,

SEQUOIA VENTURES, INC.

SPIRAX SARCO, INC.

TRANE TECHNOLOGIES COMPANY LLC,

TRANE U.S. INC.

TUTOR PERINI CORPORATION

UNIROYAL HOLDING INC.

UNITED CONVEYOR CORPORATION

VIACOMCBS INC.

VIKING PUMP, INC.

WEIR VALVES & CONTROLS USA, INC.,

YUBA HEAT TRANSFER, LLC

ZURN INDUSTRIES, LLC

Defendants.

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint

upon the Plaintiffs' counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

//Theile B. McVey
Theile B. McVey (SC Bar 16682)
KASSEL MCVEY, ATTORNEYS AT LAW
1330 Laurel Street
Columbia, South Carolina 29202-1476
T: 803-256-4242
F: 803-256-1952
tmcvey@kassellaw.com
Other email: emoultrie@kassellaw.com

And

Shawna F. King (CA Bar 279247)
To Be Admitted (*Pro Hac Vice*)
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Suite 300
Dallas, Texas 75202
T: 214-722-5990
F: 214-722-5991
sking@dobslegal.com
Other email: jjohnson@dobslegal.com

ATTORNEYS FOR PLAINTIFF

June 7, 2020

Columbia, South Carolina

STATE OF SOUTH CAROLINA)		**IN THE COURT OF COMMON PLEAS**
)		
COUNTY OF RICHLAND)		**FOR THE FIFTH JUDICIAL CIRCUIT**

NORMA D. BOWLIN as Personal Representative of the Estate of **GARY JAY MOSS,**	)	**C/A NO.**
Plaintiff,	)	In Re: Asbestos Personal Injury Litigation Coordinated Docket
v.	)	
COVIL CORPORATION	)	Mesothelioma Wrongful Death and Survival Action
ENSTAR (US), INC. sued individually, as successor in interest to ZURICH AMERICAN INSURANCE COMPANY and as alter-ego to COVIL CORPORATION	)	**ORIGINAL COMPLAINT**
SOUTHERN INSULATION, INC.	)	
STARR DAVIS COMPANY, INC.	)	(Jury Trial Demanded)
STARR DAVIS COMPANY OF S.C., INC.	)	
UNITED STATES FIDELITY AND GUARANTY COMPANY, individually and as the alter-ego to COVIL CORPORATION	)	
ZURICH AMERICAN INSURANCE COMPANY, a/k/a ZURICH NORTH AMERICA, INC. individually and as the alter-ego to COVIL CORPORATION	)	
4520 CORP., INC. individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY	)	
ABLEST INC. individually and as successor-by-merger to C. H. Heist Corp. as successor-in-interest to PIPE & BOILER INSULATION, INC.	)	
AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest	)	

to YEARGIN CONSTRUCTION COMPANY, INC.

AIR & LIQUID SYSTEMS CORPORATION,
individually and as successor-in- interest to BUFFALO PUMPS, INC.

ALDRICH PUMP LLC
individually, and as successor-in-interest to INGERSOLL-RAND COMPANY

ANCHOR DARLING VALVE COMPANY

A. O. SMITH CORPORATION

ARMSTRONG INTERNATIONAL, INC.

AURORA PUMP COMPANY

BAHNSON, INC.

BAYER CORPORATION,
individually, and as successor-in-interest to PHARMACIA, LLC and MONSANTO COMPANY

BECHTEL CORPORATION

BFK, INC.,
individually, and as successor-in-interest to BUELL ENGINEERING CO.

BONITZ, INC.
individually and as successor-in-interest to BONITZ INSULATION CO. OF SOUTH CAROLINA

BW/IP INC.
and its wholly-owned subsidiaries

CARBOLINE COMPANY

CARRIER CORPORATION

CECO ENVIRONMENTAL CORPORATION

individually, and as successor-in-interest to FISHER-KLOSTERMAN, INC., as successor-in-interest to BUELL ENGINEERING CO.

CELANESE CORPORATION

CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.,
f/k/a HOKE INC.

CNA HOLDINGS LLC,
f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor in-interest-to FIBER INDUSTRIES, INC.

CRANE CO.

CROSBY VALVE, LLC

DANIEL INTERNATIONAL CORPORATION

FISHER CONTROLS INTERNATIONAL LLC

FLOWSERVE US INC.
individually, and as successor-in-interest to EDWARD VALVES, INC.

FLUOR CONSTRUCTORS INTERNATIONAL,
f/k/a FLUOR CORPORATION

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

FLUOR DANIEL SERVICES CORPORATION

FLUOR ENTERPRISES, INC.

FMC CORPORATION,
on behalf of its former Peerless Pump business

FOSTER WHEELER ENERGY CORPORATION

GARDNER DENVER, INC.

GENERAL ELECTRIC COMPANY

THE GOODYEAR TIRE & RUBBER COMPANY

GOULDS PUMPS, INCORPORATED

GREAT BARRIER INSULATION CO., INC.
individually, and as successor-in-interest to GREAT BARRIER INSULATION CO.

GREENE, TWEED & CO., INC.

GRINNELL LLC
d/b/a GRINNELL CORPORATION

HAJOCA CORPORATION

HAMRICK MILLS

IMO INDUSTRIES, INC.

INGERSOLL-RAND COMPANY

INTERNATIONAL PAPER COMPANY

ITT, LLC
f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY

J. & L. INSULATION, INC.

J & L INSULATION, INC.

JOHN CRANE INC.

JOHNSON & JOHNSON

JOHNSON & JOHNSON CONSUMER, INC., f/k/a JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

MORSE TEC LLC
f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION

PFIZER, INC.,
individually, and as successor-in-interest to PHARMACIA, LLC

PRESNELL INSULATION, INC.

RESEARCH-COTTRELL, INC.,
n/k/a AWT AIR COMPANY, INC.

REYNOLDS AMERICAN, INC.,
individually, and as successor-by-merger to BROWN & WILLIAMSON TOBACCO CORPORATION, successor-by-merger to THE AMERICAN TOBACCO COMPANY

R. J. REYNOLDS TOBACCO COMPANY,
individually and as successor-by-merger to LORILLARD TOBACCO COMPANY LLC, f/k/a LORILLARD TOBACCO COMPANY and as successor-by-merger to BROWN & WILLIAMSON TOBACCO CORPORATION

SEQUOIA VENTURES, INC.
f/k/a BECHTEL CORPORATION

SPIRAX SARCO, INC.

TRANE TECHNOLOGIES COMPANY LLC
f/k/a INGERSOLL-RAND COMPANY

TRANE U.S. INC.
f/k/a AMERICAN STANDARD INC.

TUTOR PERINI CORPORATION
individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC.

UNIROYAL HOLDING INC.
f/k/a UNITED STATES RUBBER COMPANY, INC.

UNITED CONVEYOR CORPORATION

VIACOMCBS INC.
f/k/a CBS CORPORATION,
a Delaware corporation f/k/a VIACOM, INC.,
successor-by-merger to CBS CORPORATION,
a Pennsylvania corporation, f/k/a
WESTINGHOUSE ELECTRIC
CORPORATION and also as successor-in-
interest to BF STURTEVANT

VIKING PUMP, INC.

WEIR VALVES & CONTROLS USA, INC.,
individually and as successor-in-interest to
ATWOOD & MORRILL CO., INC.

YUBA HEAT TRANSFER, LLC

ZURN INDUSTRIES, LLC
individually and as successor-in-interest to
ZURN INDUSTRIES, INC.

Defendants.

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff NORMA D. BOWLIN as Personal Representative of the Estate of GARY JAY MOSS (hereinafter "Plaintiff"), sues the named Defendants for compensatory and punitive damages, by and through her attorneys, and comes before this court and alleges as follows:

GENERAL ALLEGATIONS

1. This action is brought pursuant to the Wrongful Death Act, S.C. Gen. Stat. 15-51-10 *et seq.*, for the wrongful death of the Decedent, GARY JAY MOSS, on behalf of all persons entitled to recover damages.

2. This Court has personal jurisdiction over Defendants because Plaintiff's claims arise from Defendants' conduct in:

(a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;

(b) Contracting to supply services or things in the State;

(c) Commission of a tortious act in whole or in part in this State;

(d) Having an interest in, using, or possessing real property in this State; and/or

(e) Entering into a contract to be performed in whole or in part by either party in this State.

3. Plaintiff's claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Decedent Gary Jay Moss experienced occupational exposure as a result of working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:

(a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.

(b) the Premises Defendants invited the Decedent Gary Jay Moss, as an insulator welder, and welder inspector on to Defendant's premises to install and remove asbestos-containing thermal insulation and to weld equipment for Defendant's benefit. Decedent Gary Jay Moss was an invitee who had express permission to enter Defendant's premise for the purpose of benefitting the owner (Defendant).

(c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.

(d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Mr. Moss' mesothelioma.

5. Plaintiff's claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and the purchase and use of asbestos-containing products on their premises located in South Carolina, and/or contracting with the employer of Decedent in South Carolina for Decedent and others to cross state lines work on Defendant's premises.

6. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Decedent Gary Jay Moss to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

7. Decedent Gary Jay Moss' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Decedent's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

8. Decedent Gary Jay Moss was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

9. Decedent Gary Jay Moss worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

10. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiff's remedy against each such "alternate entity"; Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; such "alternate entities" have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiff's remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
4520 CORP., INC.	individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY
ABLEST INC.	individually and as successor-by-merger to C. H. Heist Corp. as successor-in-interest to PIPE & BOILER INSULATION, INC.
AECOM ENERGY & CONSTRUCTION, INC.	individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC.
AIR & LIQUID SYSTEMS CORPORATION	individually and as successor-in- interest to BUFFALO PUMPS, INC.
ALDRICH PUMP LLC	individually and as successor-in-interest to INGERSOLL-RAND COMPANY
BAYER CORPORATION	individually, and as successor-in-interest to PHARMACIA, LLC and MONSANTO COMPANY

DEFENDANT	ALTERNATE ENTITY
BFK, INC.	individually and successor-in-interest to BUELL ENGINEERING CO.
BONITZ, INC.	individually and as successor-in-interest to BONITZ INSULATION CO. OF SOUTH CAROLINA
BW/IP INC.	and its wholly-owned subsidiaries
CECO ENVIRONMENTAL CORPORATION	individually, and as successor-in-interest to FISHER-KLOSTERMAN, INC., as successor-in-interest to BUELL ENGINEERING CO.
CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.	f/k/a HOKE, INC.
CNA HOLDINGS LLC	f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor in-interest-to FIBER INDUSTRIES, INC.
ENSTAR (US), INC.	individually, as successor in interest to ZURICH AMERICAN INSURANCE COMPANY and as alter-ego to COVIL CORPORATION
FLOWSERVE US INC.	individually, and as successor-in-interest to EDWARD VALVES, INC.
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a/ FLUOR CORPORATION
FMC CORPORATION	on behalf of its former Peerless Pump business
GREAT BARRIER INSULATION CO., INC.	individually, and as successor-in-interest to GREAT BARRIER INSULATION CO.
GRINNELL LLC	d/b/a GRINNELL CORPORATION
ITT, LLC	f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
JOHNSON & JOHNSON CONSUMER, INC.	f/k/a JOHNSON & JOHNSON CONSUMER COMPANIES, INC.
MORSE TEC LLC	f f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION

DEFENDANT	ALTERNATE ENTITY
PFIZER, INC.	individually, and as successor-in-interest to PHARMACIA, LLC
RESEARCH-COTTRELL, INC.,	n/k/a AWT AIR COMPANY, INC.
REYNOLDS AMERICAN, INC.	individually, and as successor-by-merger to BROWN & WILLIAMSON TOBACCO CORPORATION, successor-by-merger to THE AMERICAN TOBACCO COMPANY
R. J. REYNOLDS TOBACCO COMPANY	individually and as successor-by-merger to LORILLARD TOBACCO COMPANY LLC, f/k/a LORILLARD TOBACCO COMPANY and as successor-by-merger to BROWN & WILLIAMSON TOBACCO CORPORATION
SEQUOIA VENTURES, INC.	f/k/a BECHTEL CORPORATION
TRANE TECHNOLOGIES COMPANY LLC	f/k/a INGERSOLL-RAND COMPANY
TRANE U.S. INC.	f/k/a AMERICAN STANDARD INC.
TUTOR PERINI CORPORATION	individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC.
UNIROYAL HOLDING INC.	f/k/a UNITED STATES RUBBER COMPANY, INC.
UNITED STATES FIDELITY AND GUARANTY COMPANY	individually and as the alter-ego to COVIL CORPORATION
VIACOMCBS INC.	f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION and also as successor-in-interest to BF STURTEVANT
WEIR VALVES & CONTROLS USA, INC.	individually and as successor-in-interest to ATWOOD & MORRILL CO., INC.
ZURICH AMERICAN INSURANCE COMPANY	a/k/a ZURICH NORTH AMERICA, INC. individually and as alter-ego to Covil Corporation
ZURN INDUSTRIES, LLC	individually and as successor-in-interest to ZURN INDUSTRIES, INC.

11. Plaintiff has been informed and believes, and thereon alleges, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.

12. Plaintiff has been informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

13. As a direct and proximate result of the conduct as alleged within, Decedent Gary Jay Moss suffered permanent injuries and death, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

14. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Gary Jay Moss incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent's medical treatment is ascertained.

15. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent Gary Jay Moss incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to

Plaintiff. Plaintiff prays leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

16. Plaintiff hereby disclaims each and every claim or cause of action which does or may arise from any United States Air Force service or on any federal enclave. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiff is not making any claims and is not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Decedent's United States Air Force service. Moreover, Plaintiff is further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Decedent's presence on or at any federal enclave. Plaintiff further disclaims each and every claim or cause of action arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiff disclaims each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such disclaimers are proper and within the province of the Plaintiff to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.

THE PARTIES

17. The Plaintiff NORMA D. BOWLIN is currently a resident of the State of South Carolina. Decedent GARY JAY MOSS was exposed to asbestos during the course of his career at various job sites, including but not limited to, locations in South Carolina and North Carolina.

18. The Defendants that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale, and distribution of

asbestos-containing products and raw material. The Defendants that owned and/or controlled the work sites where Decedent Gary Jay Moss experienced occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity are referred to herein as the "Premises Defendants."

19. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

20. Defendant **ENSTAR (US), INC.**, individually and as successor in interest to ZURICH AMERICAN INSURANCE COMPANY, and as alter-ego to COVIL CORPORATION, ("Enstar" or "Covil Alter-Ego") is a Delaware corporation with its principle place of business in Florida. On October 1, 2019 Enstar (US), Inc. became the successor in interest to Zurich American Insurance Company for certain of its asbestos liabilities including those of Covil Corporation and separately, as a result of succeeding to those liabilities became liable as the alter-ego of Covil Corporation and as such is directly labile for the tortious acts of Covil Corporation. ENSTAR (US), INC. is registered to do business

in the State of South Carolina and may be served with process through CT Corporation System, 2 Office Park Court, #103, Columbia, South Carolina 29223.

21. Defendant, **SOUTHERN INSULATION INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION INC. is sued as a Product Defendant. SOUTHERN INSULATION INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Southern Insulation Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against SOUTHERN INSULATION INC. arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of

asbestos. Plaintiff's claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **STARR DAVIS COMPANY OF S.C., INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in Connecticut. UNITED STATES FIDELITY AND GUARANTY COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

25. Defendant, **ZURICH NORTH AMERICA, INC.**, a/k/a, ZURICH AMERICAN INSURANCE COMPANY individually and as the alter-ego to COVIL CORPORATION, ("Zurich" or "Covil's Alter Ego") is a New York corporation with its principal place of business in Illinois. ZURICH

NORTH AMERICA, INC., is an insurance company subject to the jurisdiction of this Honorable Court, which, on information and belief, at all times pertinent herein was the liability insurer of Defendant Covil Corporation and by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Zurich was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

26. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is an Oregon corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **ABLEST INC.**, individually and as successor-by-merger to C. H. HEIST CORP. as successor-in-interest to PIPE & BOILER INSULATION, INC., was and is a Delaware corporation with its principal place of business in California. At all times material hereto, ABLEST INC., as successor-by-merger to C. H. HEIST CORP. as successor-in-interest to PIPE & BOILER INSULATION, INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites

throughout the southeastern United States. ABLEST INC. is sued as a Product Defendant. ABLEST INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against ABLEST INC. arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **AECOM ENERGY & CONSTRUCTION, INC.**, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., was and is an Ohio corporation with its principal place of business in California. At all times material hereto, AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. AECOM ENERGY & CONSTRUCTION, INC. is sued as a Product Defendant. AECOM ENERGY & CONSTRUCTION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against AECOM ENERGY & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in- interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of

asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Plaintiff's claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, **ALDRICH PUMP LLC**, individually, and as successor-in-interest to INGERSOLL-RAND COMPANY, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, ALDRICH PUMP LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand compressors and pumps. ALDRICH PUMP LLC is sued as a Product Defendant. Plaintiff's claims against ALDRICH PUMP LLC arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **ANCHOR DARLING VALVE COMPANY**, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, ANCHOR DARLING VALVE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Darling valves. ANCHOR DARLING VALVE COMPANY is sued as a Product Defendant. Plaintiff's claims against ANCHOR DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **A. O. SMITH CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A. O. SMITH CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied,

installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing boilers. A. O. SMITH CORPORATION is sued as a Product Defendant. Plaintiff's claims against A. O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **ARMSTRONG INTERNATIONAL, INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Armstrong steam traps. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiff's claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

34. Defendant, **AURORA PUMP COMPANY**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, AURORA PUMP COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Aurora pumps. AURORA PUMP COMPANY is sued as a Product Defendant. Plaintiff's claims against AURORA PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **BAHNSON, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, BAHNSON, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced,

repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **BAYER CORPORATION**, individually, and as successor-in-interest to PHARMACIA, LLC and MONSANTO COMPANY, was and is an Indiana corporation with its principal place of business in Pennsylvania. At all times material hereto, BAYER CORPORATION owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Monsanto Plant in Greenwood, South Carolina. BAYER CORPORATION is sued as a Premise Defendant. Plaintiff's claims against BAYER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **BECHTEL CORPORATION**, was and is a Nevada corporation with its principal place of business in Virginia. At all times material hereto, BECHTEL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. BECHTEL CORPORATION is sued as a Product Defendant. BECHTEL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern

United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **BFK, INC.**, individually and as successor-in-interest to BUELL ENGINEERING CO., was a Kentucky corporation with its principal place of business in Kentucky. At all times material hereto, BFK, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buell precipitators. BFK, INC. is sued as a Product Defendant. Plaintiff's claims against BFK, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **BONITZ, INC.**, individually and as successor-in-interest to BONITZ INSULATION CO. OF SOUTH CAROLINA, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, BONITZ, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. BONITZ, INC. is sued as a Product Defendant. BONITZ, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against BONITZ, INC. arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **BW/IP INC.**, and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC.

mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps. BW/IP INC. is sued as a Product Defendant. Plaintiff's claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **CARBOLINE COMPANY**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, CARBOLINE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing coatings. CARBOLINE COMPANY is sued as a Product Defendant. Plaintiff's claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **CARRIER CORPORATION**, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carrier air compressors and HVAC products. CARRIER CORPORATION is sued as a Product Defendant. Plaintiff's claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, **CECO ENVIRONMENTAL CORPORATION**, individually and as successor-in-interest to FISHER-KLOSTERMAN, INC., successor-in-interest to BUELL ENGINEERING CO., was a Delaware corporation with its principal place of business in Ohio. At all

times material hereto, CECO ENVIRONMENTAL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buell precipitators. CECO ENVIRONMENTAL CORPORATION is sued as a Product Defendant. Plaintiff's claims against CECO ENVIRONMENTAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, **CELANESE CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CELANESE CORPORATION owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility in Simpsonville, South Carolina. CELANESE CORPORATION is sued as a Premises Defendant. Plaintiff's claims against CELANESE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.**, f/k/a HOKE, INC., was and is a New York corporation with its principal place of business in South Carolina. At all times material hereto, CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hoke valves. CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiff's claims against CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, **CNA HOLDINGS LLC,** f/k/a Celanese Corporation f/k/a Hoechst Celanese Corporation, sued individually and as successor in-interest-to Fiber Industries, Inc., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, CNA HOLDINGS LLC owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility in Simpsonville, South Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant. Plaintiff's claims against CNA HOLDINGS LLC arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **CRANE CO.**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, CRANE CO. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets, Crane valves, Chempump, and Jenkins valves. CRANE CO. is sued as a Product Defendant. Plaintiff's claims against CRANE CO. arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, **CROSBY VALVE, LLC**, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Crosby valves. CROSBY VALVE, LLC is sued as a Product Defendant. Plaintiff's claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

49. Defendant, **DANIEL INTERNATIONAL CORPORATION**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. DANIEL INTERNATIONAL CORPORATION is sued as a Product Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

50. Defendant, **FISHER CONTROLS INTERNATIONAL, LLC**, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, FISHER CONTROLS INTERNATIONAL, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Fisher valves. FISHER CONTROLS INTERNATIONAL, LLC is sued as a Product Defendant. Plaintiff's claims against FISHER CONTROLS INTERNATIONAL, LLC arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. mined, manufactured, processed,

imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves. FLOWSERVE US INC. is sued as a Product Defendant. Plaintiff's claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

52. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, f/k/a FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

53. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation

at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **FLUOR ENTERPRISES, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of

asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **FMC CORPORATION**, on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps. FMC CORPORATION is sued as a Product Defendant. Plaintiff's claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **FOSTER WHEELER ENERGY CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foster Wheeler boilers. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Plaintiff's claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, **GARDNER DENVER, INC.**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, GARDNER DENVER, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Gardner Denver compressors and pumps. GARDNER DENVER, INC. is sued as a Product Defendant. Plaintiff's claims against GARDNER DENVER, INC. arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **GENERAL ELECTRIC COMPANY**, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric turbines and boilers. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiff's claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **THE GOODYEAR TIRE & RUBBER COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Plaintiff's claims against THE GOODYEAR TIRE

& RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **GOULDS PUMPS, INCORPORATED**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, GOULDS PUMPS, INCORPORATED mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Goulds pumps. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Plaintiff's claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, **GREAT BARRIER INSULATION CO., INC.**, individually and as successor-in-interest to GREAT BARRIER INSULATION CO., was and is a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO., INC. is sued as a Product Defendant. GREAT BARRIER INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against GREAT BARRIER INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **GREENE, TWEED & CO., INC.**, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, GREENE, TWEED & CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Palmetto packing. GREENE, TWEED & CO., INC. is sued as a Product Defendant. Plaintiff's claims against GREENE, TWEED & CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **GRINNELL, LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell valves. GRINNELL, LLC is sued as a Product Defendant. Plaintiff's claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **HAJOCA CORPORATION**, was and is a Maine corporation with its principal place of business in Pennsylvania. At all times material hereto, HAJOCA CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing transite pipe. HAJOCA CORPORATION is sued as a Product Defendant. Plaintiff's claims against HAJOCA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **HAMRICK MILLS**, was and is an South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, HAMRICK MILLS owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Limestone Manufacturing Textile Mill in Gaffney, South Carolina. HAMRICK MILLS is sued as a Premise Defendant. Plaintiff's claims against HAMRICK MILLS arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing DeLaval pumps and turbines. IMO INDUSTRIES INC. is sued as a Product Defendant. Plaintiff's claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

68. Defendant, **INGERSOLL-RAND COMPANY**, was and is a New Jersey corporation with its principal place of business in North Carolina. At all times material hereto, INGERSOLL-RAND COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand compressors and pumps. INGERSOLL-RAND COMPANY is sued as a Product Defendant. Plaintiff's claims against INGERSOLL-RAND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **INTERNATIONAL PAPER COMPANY**, was and is a New York corporation with its principal place of business in Tennessee. At all times material hereto, INTERNATIONAL PAPER COMPANY owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the International Paper owned mill facility in Covington, Kentucky. INTERNATIONAL PAPER COMPANY is sued as a Premise Defendant. Plaintiff's claims against INTERNATIONAL PAPER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **ITT, LLC** f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in New York. At all times material hereto, ITT, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITT valves and Kennedy waterworks system valves & hydrants. ITT, LLC is sued as a Product Defendant. Plaintiff's claims against ITT, LLC arise out of this Defendant's business activities in the State of South Carolina.

71. Defendant, **J. & L. INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, J. & L. INSULATION, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United

States. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **J & L INSULATION, INC.**, was a Georgia corporation with its principal place of business in Georgia. At all times material hereto, J & L INSULATION, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. J & L INSULATION, INC. is sued as a Product Defendant. J & L INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J & L Insulation, Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against J & L INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, **JOHN CRANE, INC.**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, JOHN CRANE, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing gaskets and

packing. JOHN CRANE, INC. is sued as a Product Defendant. Plaintiff's claims against JOHN CRANE, INC. arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, **JOHNSON & JOHNSON**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc. JOHNSON & JOHNSON is sued as a Product Defendant. Plaintiff's claims against JOHNSON & JOHNSON arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, **JOHNSON & JOHNSON CONSUMER, INC.**, f/k/a Johnson & Johnson Consumer Companies, Inc., was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON CONSUMER, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc. JOHNSON & JOHNSON CONSUMER, INC. is sued as a Product Defendant. Plaintiff's claims against JOHNSON & JOHNSON CONSUMER, INC. arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability company with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing

Borg-Warner replacement parts and feed water isolation valves. MORSE TEC LLC is sued as a Product Defendant. Plaintiff's claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

77. Defendant, **PFIZER INC.**, individually, and as successor-in-interest to PHARMACIA, LLC, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PFIZER, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc. PFIZER, INC. is sued as a Product Defendant. Additionally, at all times material hereto, PFIZER INC. owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Pfizer owned facility Chemstrand in Greenwood, South Carolina. PFIZER INC. is also sued as a Premise Defendant. Plaintiff's claims against PFIZER INC. arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **PRESNELL INSULATION, INC.**, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION, INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. PRESNELL INSULATION, INC. is sued as a Product Defendant. PRESNELL INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people,

including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against PRESNELL INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **RESEARCH-COTTRELL, INC.**, n/k/a AWT AIR COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Massachusetts. At all times material hereto, RESEARCH-COTTRELL, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing precipitators. RESEARCH-COTTRELL, INC. is sued as a Product Defendant. Plaintiff's claims against RESEARCH-COTTRELL, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **REYNOLDS AMERICAN, INC.**, individually, and as successor-by-merger to Brown & Williamson Tobacco Corporation, successor-by-merger to The American Tobacco Company, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, REYNOLDS AMERICAN, INC. owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Reynolds American, Inc. owned facility in Winston-Salem, North Carolina. REYNOLDS AMERICAN, INC. is sued as a Premise Defendant. Plaintiff's claims against REYNOLDS AMERICAN, INC. arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, **R. J. REYNOLDS TOBACCO COMPANY**, individually and as successor-by-merger to LORILLARD TOBACCO COMPANY LLC, f/k/a LORILLARD TOBACCO COMPANY and as successor-by-merger to Brown & Williamson Tobacco

Corporation, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, R. J. REYNOLDS TOBACCO COMPANY owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Reynolds American, Inc. owned facility in Winston-Salem, North Carolina. R. J. REYNOLDS TOBACCO COMPANY is sued as a Premise Defendant. Plaintiff's claims against R. J. REYNOLDS TOBACCO COMPANY arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **SEQUOIA VENTURES, INC.**, f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SEQUOIA VENTURES, INC. is sued as a Product Defendant. SEQUOIA VENTURES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against SEQUOIA VENTURES, INC. arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, **SPIRAX SARCO, INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Sarco steam

traps and valves. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiff's claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, **TRANE TECHNOLOGIES COMPANY LLC** f/k/a INGERSOLL-RAND COMPANY, was and is a Delaware limited liability company with its principal place of business in North Carolina. At all times material hereto, TRANE TECHNOLOGIES COMPANY LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand compressors and pumps. TRANE TECHNOLOGIES COMPANY LLC is sued as a Product Defendant. Plaintiff's claims against TRANE TECHNOLOGIES COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

85. Defendant, **TRANE U.S. INC.** f/k/a AMERICAN STANDARD INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, TRANE U.S. INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing American Standard blowers. TRANE U.S. INC. is sued as a Product Defendant. Plaintiff's claims against TRANE U.S. INC. arise out of this Defendant's business activities in the State of South Carolina.

86. Defendant, **TUTOR PERINI CORPORATION**, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., was and is a Massachusetts corporation with its principal place of business in California. At all times material hereto, TUTOR PERINI CORPORATION mined, manufactured, processed, imported, converted, compounded,

supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. TUTOR PERINI CORPORATION is sued as a Product Defendant. TUTOR PERINI CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against TUTOR PERINI CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

87. Defendant, **UNIROYAL HOLDING INC.** f/k/a UNITED STATES RUBBER COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Asbeston cloth and blankets. UNIROYAL HOLDING INC. is sued as a Product Defendant. Plaintiff's claims against UNIROYAL HOLDING INC. arise out of this Defendant's business activities in the State of South Carolina.

88. Defendant, **UNITED CONVEYOR CORPORATION**, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, UNITED CONVEYOR CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ash hopper and valves. UNITED CONVEYOR CORPORATION is sued

as a Product Defendant. Plaintiff's claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

89. Defendant, **VIACOMCBS INC.** f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, VIACOMCBS INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse blowers and turbines. VIACOMCBS INC. is sued as a Product Defendant. Plaintiff's claims against VIACOMCBS INC. arise out of this Defendant's business activities in the State of South Carolina.

90. Defendant, **VIKING PUMP, INC.**, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, VIKING PUMP, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Viking pumps. VIKING PUMP, INC. is sued as a Product Defendant. Plaintiff's claims against VIKING PUMP, INC. arise out of this Defendant's business activities in the State of South Carolina.

91. Defendant, **WEIR VALVES & CONTROLS USA, INC.**, individually and as successor-in-interest to ATWOOD & MORRILL CO., INC., was and is a Massachusetts corporation with its principal place of business in Texas. At all times material hereto, WEIR VALVES & CONTROLS USA, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of

asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves. WEIR VALVES & CONTROLS USA, INC. is sued as a Product Defendant. Plaintiff's claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

92. Defendant, **YUBA HEAT TRANSFER, LLC**, was and is a Delaware limited liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters. YUBA HEAT TRANSFER, LLC is sued as a Product Defendant. Plaintiff's claims against YUBA HEAT TRANSFER, LLC arise out of this Defendant's business activities in the State of South Carolina.

93. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Zurn boilers and boiler accessories. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Plaintiff's claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

94. Decedent Gary Jay Moss experienced further occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity at his work site, the premises of Defendants BAYER CORPORATION; CELANESE CORPORATION; CNA

HOLDINGS LLC; INTERNATIONAL PAPER COMPANY; HAMRICK MILLS; PFIZER, INC.; REYNOLDS AMERICAN, INC.; and R. J. REYNOLDS TOBACCO COMPANY (collectively, hereinafter the "Premises Defendants"). All other Defendants manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, and distribution of asbestos-containing products and raw material.

BACKGROUND FACTS

95. Plaintiff NORMA BOWLIN brings this action for monetary damages as a result of Decedent Gary Jay Moss contracting an asbestos-related disease.

96. Decedent was diagnosed with malignant Mesothelioma on or about February 21, 2020 and later died of said disease on or about March 24, 2020.

97. Decedent's mesothelioma was caused by his exposure to asbestos during the course of his employment.

98. During his work history, Decedent was exposed to Defendants' asbestos-containing products through his work as an insulator, welder, and welder inspector from approximately 1970 to 2017 at various job sites, including but not limited to locations in South Carolina and North Carolina. His duties included, but were not limited to, cutting and sawing asbestos insulation, mixing asbestos mud, the removal and installation of asbestos-containing insulation, heat treating welds with asbestos cloth and inspecting, testing, or evaluating materials to ensure the parts usable. All of these activities exposed Decedent to asbestos.

99. During his work history, Decedent was further exposed through his work around other trades, including boilermakers, mechanics, carpenters, iron workers, and electricians.

Decedent worked closely to a variety of trades that were working on asbestos-containing insulation, generators, boilers, and often worked near tradesmen working on asbestos-containing pipe insulation, valves, steam traps, pumps, furnaces, and other equipment. All of these activities exposed Decedent to asbestos.

100. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products through his work as an insulator for Daniel Construction from approximately the 1970s to 1979. During these periods, Decedent Gary Jay Moss worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Fiber Industries Plant in Greenville, SC
- Fiber Industries Plant in Shelby, NC

101. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products through his work as a welder and welder inspector for Duke Energy from approximately the 1979 to 1980, 1981 to 2015, and as a contractor for Duke Energy from approximately 2015 to 2017. During these periods, Decedent Gary Jay Moss worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Duke Energy Corporation – Buzzards Roost Generating Station in Greenwood, SC
- Duke Energy Corporation – Catawba Nuclear plant in York, SC
- Duke Energy Corporation – Hollidays Bridge Station in Honea Path, SC
- Duke Energy Corporation – Keowee-Toxaway Hydroelectric Plant in Seneca, SC
- Duke Energy Corporation – Lee Steam Station plant in Pelzer, SC
- Duke Energy Corporation – Oconee Nuclear plant in Seneca, SC
- Duke Energy Corporation – Allen Steam Station in Belmont, NC
- Duke Energy Corporation – Asheville Energy Plant in Arden, NC
- Duke Energy Corporation – Belews Creek plant in Walnut Cove, NC
- Duke Energy Corporation – Buck Steam Plant in Spencer, NC
- Duke Energy Corporation – Cliffside Steam Plant in Mooresboro, NC
- Duke Energy Corporation – Dan River Steam Plant in Belmont, NC
- Duke Energy Corporation – Marshall Steam Station Plant in Terrell, NC
- Duke Energy Corporation – McGuire Nuclear Plant in Huntsville, NC
- Duke Energy Corporation – Riverbend Steam Station in Mount Holly, NC

- Duke Energy Corporation – Tuxedo Hydroelectric Plant in Hendersonville, NC

102. Decedent Gary Jay Moss was also exposed to Defendants' asbestos-containing products while using the Defendants' talc products from 1970s through the early 1980s. These products released airborne asbestos fibers, which covered portions of Decedent Gary Jay Moss' body. As a result of the Defendants' failure to warn about the dangers of asbestos, Mr. Moss, inhaled or ingested these fibers causing him to contract mesothelioma, an asbestos-related disease.

103. Decedent Gary Jay Moss was further exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Decedent's mother, Rosa Webb Moss' jobsite at the Monsanto plant in Greenwood, South Carolina where she was a pipefitter. Additionally, Decedent Gary Jay Moss was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Decedent's father, JC Moss' jobsite at Limestone Manufacturing Textile Mill n/k/a Hamrick Mills in Gaffney, South Carolina where he was a doffer. Their jobs produced asbestos dust and fibers on accumulate on their clothes. Decedent Gary Jay Moss came in contact with the asbestos dust and fibers off premises by contact with his parents, their work clothes, personal possessions and vehicles.

104. Defendants Enstar (US), Inc., USF&G, Zurich, and their predecessors, acting as the alter ego of Covil Corporation, owned a duty to Decedent to warn, protect, enforce safety and hygiene rules and policies or otherwise use their superior knowledge to provide a safe environment.

105. Decedent Gary Jay Moss' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial

factor in causing Decedent's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

106. Decedent Gary Jay Moss was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

107. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

108. As a direct and proximate result of the conduct as alleged within, Decedent Gary Jay Moss suffered permanent injuries and death, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

109. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Gary Jay Moss incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiff at this time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent's medical treatment is ascertained.

110. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiff. Plaintiff prays leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FACTUAL BACKGROUND AS TO INGERSOLL-RAND COMPANY, ALDRICH PUMP LLC, AND TRANE TECHNOLOGIES COMPANY LLC

111. Ingersoll-Rand Company, a New Jersey corporation, was and is a manufacturer and supplier asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand compressors and pumps.

112. On documents filed with the Texas Secretary of State, Ingersoll-Rand Company listed Michael W. Lamach as President and Evan Turtz as Secretary who can be found at 800-E Beaty Street, Davidson, North Carolina 28036.

113. On April 30, 2020, Trane Technologies Company LLC was form under Texas Business Organization Code, with their headquarters located at 800-E Beaty Street, Davidson, North Carolina 28036.

114. Trane Technologies Company LLC list Michael W. Lamach and Evan Turtz as managers of the company in the certificate of formation, dated April 30, 2020 and list their address as 800-E Beaty Street, Davidson, North Carolina 28036.

115. The following day, May 1, 2020, Ingersoll-Rand Company merged into the new formed Trane Technologies Company, LLC. and states in the certificate of merger that Ingersoll-Rand Company will not survive the merger. The certificate of merger is signed by Evan Turtz, Senior Vice President, General Counsel, and Secretary of both Ingersoll-Rand Company and Trane Technologies Company LLC.

116. Later, on the same day, May 1, 2020, Trane Technologies Company LLC then filed a certificate of divisional merger with Aldrich Pump LLC. The two new surviving entities will be Aldrich Pump LLC and Trane Technologies Company LLC, with both having their principle place of business at 800-E Beaty Street, Davidson, North Carolina 28036.

117. Next, also on May 1, 2020, Trane Technologies Company LLC then files a certificate of conversation, converting the Texas Limited Liability Company to a Delaware Limited Liability Company. The certificate of conversation states their principle place of business will continue to be at 800-E Beaty Street, Davidson, North Carolina 28036 and is signed by Senior Vice President, General Counsel, and Secretary, Evan Turtz.

118. Additionally, on May 1, 2020, Aldrich Pump LLC filed a certificate of conversation, stating it is converting the Texas Limited Liability Company to a North Carolina Limited Liability Company with their headquarters located at 800-E Beaty Street, Davidson, North Carolina 28036. However, no certificate of formation was ever filed with Texas Secretary of State.

119. Trane Technologies Company LLC and Aldrich Pump LLC are companies formed out of mergers of Ingersoll-Rand Company. They continue to have the same managers, directors, and principle place of business.

120. The newly formed and converted entities, Trane Technologies Company LLC and Aldrich Pump LLC are continuations of their predecessor, Ingersoll-Rand Company.

121. On information and belief, Plaintiffs believes that these entities are engaged in a scheme designed to fraudulently convey assets from the responsible parties to other entities in order to shield these entities, and their associated assets, from their liability for asbestos containing products. As a direct and proximate result, all these entities are liable for the injuries, in whole or in part, caused to Decedent Moss.

122. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products, including but not limited to, Ingersoll-Rand compressors and pumps, through his work as an insulator for Daniel Construction from approximately the 1970s to 1979, as a welder and welder inspector for Duke Energy from approximately the 1979 to 1980, 1981 to 2015, and as a contractor for Duke Energy from approximately 2015 to 2017. During these periods, Decedent

Gary Jay Moss worked around insulators and other tradesmen at various industrial locations listed above.

123. Decedent Gary Jay Moss' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Decedent's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries , damages and subsequent death.

124. Decedent Gary Jay Moss was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

125. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

126. As a direct and proximate result of the conduct as alleged within, Decedent Gary Jay Moss suffered permanent injuries and death, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

FACTUAL BACKGROUND AS TO COVIL

127. Covil was a seller and installer of thermal insulation that contained asbestos.

128. Covil conducted these operations from at least 1964 until approximately 1991, after which Covil ceased to conduct business operations and, in 1993 ultimately, dissolved.

129. Covil's operations from 1964 through at least 1986 included the sale, installation, repair, replacement, removal or disturbance of asbestos-containing thermal insulation and other

building materials, and those operations exposed persons to asbestos who thereby suffered bodily injury (the "Asbestos Allegations").

130. The alleged bodily injury resulting from the Asbestos Allegations has resulted in claims and lawsuits against Covil ("Covil Asbestos Suits").

131. From at least in or about 1991, until the appointment of the Receiver, on November 2, 2018, the defense of the Covil Asbestos Suits was controlled by Defendants Zurich and USF&G (collectively "the Primary Insurers") and their lawyers. Moreover, on and after 1991, the Primary Insurers conducted all of Covil's affairs, including after Covil was dissolved, extending until appointment of the Receiver.[1] During the course of their work, the lawyers have also exerted control and domination of Covil sufficiently to qualify them as Alter-Egos.

132. The Primary Insurers issued insurance policies to Covil from in or about 1964 until approximately 1978.

133. From at least in or about 1991, continuing until appointment of the Receiver, Zurich and USF&G, in conjunction with their lawyers and the lawyers, managed Covil, making all determinations as to use and the disposition of Covil's assets which consisted primarily of corporate documents and insurance policies.

134. The Primary Insurers, and as of 2018, the Alter-Egos made all determinations as to the disposition of Covil Asbestos Suits as well as the treatment and characterization of claims under the Covil insurance policies.

135. Since as early as approximately 1991, the Primary Insurers in conjunction with their lawyers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and prior to 2018, the Primary Insurers

[1] For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of the Alter-Egos as it relates to Covil's current and future debts.

and their lawyers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers' alter ego, and/or controlled entity.

136. The Primary Insurers and their lawyers effectuated their common purpose of exclusive, unilateral control of Covil by running Covil's affairs in all material aspects.

137. At no time did the Primary Insurers and their lawyers make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, the Primary Insurers and their lawyers unilaterally determined what was best for Covil, or disregarded what was best for Covil, acting in their own interest, regardless of whether there was an actual or potential conflict between their interest and Covil's interest.

138. Each of the Primary Insurers' actions on behalf of Covil was for the purpose of protecting the Primary Insurers rather than Covil.

139. Each of the lawyers actions on behalf of Covil was for the purpose of earning a fee from the Primary Insurers rather than protecting Covil.

140. In addition to controlling the assets and affairs of Covil, the Primary Insurers unilaterally hired agents for Covil, including experts and a professional 30(b)(6) witness to act as and on behalf of, and to constitute Covil, de facto or de jure.

141. The Primary Insurers are required to act in good faith and to engage in fair dealing in all of their actions in regard to Covil.

142. The lawyers are required to exercise loyalty to Covil, and not the insurance companies that pay their bills. Statements made in open court by Mark Wall, named partner in one of the lawyers' firms, demonstrates that the lawyers did not understand, much less adhere to this requirement. During a hearing on the issue on February 21, 2019, Mark Wall stated:

THE COURT: Those kind of things you have got to provide, Mr. Wall.

MR. WALL: Under what theory, Your Honor?

THE COURT: I have appointed these people as receivers for Covil.

MR. WALL: Yes, Your Honor.

THE COURT: Covil is your client. They stand in the shoes of Covil.

MR. WALL: Are they my client, Your Honor?

THE COURT: Sir?

MR. WALL: Are they my client?

THE COURT: Covil is your client.

MR. WALL: No, Your Honor, are they my client? That is the issue.

THE COURT: Yes, they are your client because they are the receiver for Covil.

MR. WALL: So I now have attorney-client privilege with them?

THE COURT: That's right.

MR. WALL: And that is protected by the Court?

THE COURT: Yes, sir.

MR. WALL: As long as --

THE COURT: And I get why you want that protection. I'm not saying this in a hostile way

143. In South Carolina, when an insurer hires an attorney to represent its insured, an attorney-client relationship arises between the attorney and the insured, *i.e.*, the insured client of the attorney. Pursuant to that relationship, the attorney owes the insured client—not the insurer—a fiduciary duty. The loyalties of the attorney may not be divided.

144. Lawyers were hired to protect Covil's interest but became part of the Primary Insurers' scheme to run Covil as an effective subsidiary, agency or alter ego of the Primary Insurers. Lawyers followed the Primary Insurers' instructions and together with the Primary Insurers acted as Covil.

145. The attorney's conduct of litigation involving an insured client is also governed by established law. *See, e.g.*, Rule 1.8(f), RPC, Rule 407, SCACR ("A lawyer shall not accept compensation for representing a client from one other than the client unless: ... (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; ...."); Rule 5.4(c), RPC, Rule 407, SCACR ("[a] lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services").

146. Lawyers by acting for Covil when Covil was in no position to act for itself stood in the shoes of Covil and became, in conjunction with the Primary Insurers, Covil's Alter Ego.

147. Lawyers failed to ensure proper procedures were in place for Covil to express its interests including but not limited to the procedures provided by S.C. Code Ann. § 15-65-10 and Rule 66, SCRCP; therefore, lawyers simply made decisions, in conjunction with the Primary insurers about how to handle the litigation.

148. The result of the Alter-Egos' actions were to effectuate the Primary Insurers' desire that no Covil separate and apart from the Alter-Egos would exist.

149. The Alter-Egos' complete control over Covil, and management of Covil's affairs, including but not limited to the Covil asbestos suits.

150. Asbestos litigation is littered with the bodies of those who made and sold asbestos containing insulation. Some of the largest companies in the world, many of them insured by the Primary Insurers, have gone bankrupt because of the harm asbestos insulation causes. That any reasonable person believed that Covil would not be found liable in amounts far exceeding the claimed liability limits of the Primary Insureds is difficult to fathom.

151. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. The pertinent communications include:

Date	From	To/CC	Subject	Key points of email
10/9/18 3:46 pm	Mark Wall	Irene Muse; Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New cases	Covil has been named in at least two new cases, but we have no Notice of Service. I'm assuming we need to be served before appearing. Agree.
10/18/18 1:49 pm	Mark Wall	Irene Muse Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New trial etc. / new cases	Unserved case Hill set for March; depo scheduled; recommend not appear.
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?
10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.

Date	From	To/CC	Subject	Key points of email
10/23/18 2:07pm	Mark Wall	Carol Weill; Barb Davis; Irene Muse Gerry Begley John Weiss William Silverman Pauline Burdin Steven Fries travelers Sara Schrodetzki Tommy Boger	Covil unserved cases	Maybe Jim stopped accepting service. If we get served later, and Hill is still alive, we re-depose him. If we were served, we should attend; however, we checked the docket and there was no proof of serviced filed.
10/23/18 4:15pm	Carol Weill	Mark Wall Barb Davis Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	Covil Unserved cases	Zurich would recommend that Mark not appear for depositions in cases where service has not yet been effectuated.
10/31/18 3:57pm	Mark Wall	Irene Muse Steven Fries Carol Weill Barb Davis Gerry Begley John Weiss Pauline Burdin	FW Hill and email from Theile asking about answers	It didn't take them very long to figure out. What response at this point?
11/1/18 1:53pm	Mark Wall	Irene Muse Steven Fries Carol Weill Erin Corbally, Barb Davis Gerry Begley John Weiss	FW Hill and Taylor	FYI see below. Below is Mark's email stating that he had not been asked to represent Covil in Hill and Taylor and Theile's email from 11/1/18 at 10:34 am asking about past due answers.

Date	From	To/CC	Subject	Key points of email
11/1/18 2:00pm	Steven Fries	Mark Wall, Irene Muse Carol Weill Erin Corbally Davis Barb Gerry Begley John Weiss	Re. Hill and Taylor	I thought you said yesterday that if approached by Plaintiff on these cases that we're going to tell them no record of service.
11/1/18 2:04pm	Mark Wall	Steven Fries Irene Muse Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	Re. Hill and Taylor	In face of what has been filed today, I thought I would start slowly and leave service to last. I want to see what they say about service.

152. Defendants acted in concert when deciding what actions to take or not take and without any input from an independent Covil. These actions were in breach of their duties to Covil.

153. Primary Insurers' pattern and practice has made the Primary Insurers fully responsible for all of Covil's liabilities prior to appointment of the Receiver.

154. Under a number of legal theories, Primary Insurers are Covil and acted as for nearly 30 years.

155. Primary Insurers have entered into a joint venture with each other to take over Covil and become Covil. For example:

a. A special combination of the Primary Insurers and Covil for the specific venture of limiting or eliminating Covil as a direct voice in the management of Covil's assets so that the Primary Insurers would protect and save their money;

b. The retention of a separate corporate personality for Covil would promote fraud, wrong, injustice and contravene public policy; and

c. Each Primary Insurer had an equal right to control the conduct of their joint venture and of Covil.

156. Covil has become the alter ego of the Primary Insurers:

a. The Primary Insurers have shown a total domination and control over Covil;

b. The domination was so complete that Covil never manifested separate corporate interests of its own and functioned solely to achieve the purposes of the Insurers;

c. The insurers misused their domination of Covil and were not entitled to dominate Covil;

d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts;

e. The Primary Insurers were the principals and Covil the agent or agency;

f. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;

g. The course of dealing between the principal and the agent clearly show no independent Covil; and

h. Primary Insurers became active participants in Covil rather than simply insurers.

157. Primary Insurers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Primary Insurers are the Alter-Ego of Covil and thus, responsible for the debts, present and future, or Covil.

158. Lawyers in conjunction with the Primary Insurers acted to control and dominate Covil in such a way to ensure that Covil had no actual representation;

159. Lawyers in conjunction with the Primary Insurers acted intentionally to avoid the statutory procedures that would give Covil a voice in its representation, operation and defense.

160. The Lawyers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Lawyers are the Alter-Ego of Covil and thus, responsible for satisfying the Debts of Covil, past and present.

161. Because the Primary insurers, for nearly 30 years, have controlled Covil, they have made Covil's defense of asbestos litigation nearly, if not completely, impossible.

162. The Primary insurers took no steps to accumulate or preserve Covil's documents. The Primary Insurers took no steps to procure or preserve the testimony of material fact witnesses who, through the passage of time, are now no longer available to Covil.

163. The result of these failures is that Covil is now irretrievably defenseless in asbestos cases. These failures will continue to haunt Covil at all times going forward. Because of this, the Primary insurers can now no longer claim that any control or domination of Covil and the damages resulting therefrom ended in November of 2018 with the appointment of the receiver.

164. As of October 1, 2019 Enstar (US), Inc. announced that it had succeeded to Zurich in at least certain interests relating to asbestos liabilities of Covil Corporation and by virtue of that succession joined Zurich and USFG as an alter-ego of Covil Corporation

165. Plaintiff therefore seeks a declaratory judgment that the Primary Insurers and Enstar are the Alter-Ego of Covil after November 2, 2018 as well as before.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

Plaintiff Complains of Defendants for a Cause of Action for Negligence Alleging as Follows:

166. Plaintiff incorporates herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

167. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.

168. At all times herein mentioned, Defendants and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Decedent and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

169. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing

product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products from causing Decedent Gary Jay Moss' mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Decedent. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

170. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

171. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Decedent Gary Jay Moss, Decedent's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

172. Decedent Gary Jay Moss' family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

173. Decedent suffered from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

174. Defendants' conduct and defective products as described in this cause of action were a direct cause of Decedent's injuries, and all damages thereby sustained by Decedent Gary Jay Moss. Plaintiff therefore seeks all compensatory damages in order to make him whole, according to proof.

175. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Decedent Gary Jay Moss and others similarly situated.

176. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling,

distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

177. Defendants and their "alternate entities" were aware that members of the general public and other "exposed persons," who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products, could cause injury, and Defendants and their "alternate entities," each of them, knew that members of the general public and other "exposed persons," who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

178. The above-referenced conduct of Defendants and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection,

installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Decedent.

179. Decedent Gary Jay Moss and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Decedent or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

180. Defendants and/or their "alternate entities" are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, the acts of each of their "alternate entities" as set forth herein.

181. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof.

FOR A SECOND CAUSE OF ACTION
(Product Liability: Strict Liability - S.C. Code Ann. sec. 15-73-10, et seq.)

As a Second and Distinct Cause of Action for Strict Liability, Plaintiff Complains of Defendants, and Alleges as Follows:

182. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

183. Decedent Gary Jay Moss suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

184. Defendants' conduct and defective products as described above were a direct cause of Decedent's injuries, and the injuries and damages thereby sustained by Decedent.

185. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Decedent and others similarly situated.

186. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

187. Decedent Gary Jay Moss, Decedent's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

188. Defendants and/or their "alternate entities" knew and intended that the above-referenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.

189. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Decedent's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm,

and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

190. The defect existed in the said products at the time they left the possession of defendants, their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Decedent herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

191. Decedent Gary Jay Moss and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Decedent or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

192. Defendants' defective products as described above were a direct cause of Decedent Gary Jay Moss' injuries, the damages thereby sustained, and subsequent death.

193. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants, their "alternate entities," and each of them, did so with conscious disregard for the safety of Decedent Gary Jay Moss and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use

with asbestos products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

194. Defendants and/or their "alternate entities" were aware that members of the general public and other exposed persons, who would come in contact with their asbestos and asbestos-containing products, had no knowledge or information indicating that asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products could cause injury. Defendants and/or their "alternate entities" further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and asbestos- containing products was safe, when in fact exposure was extremely hazardous to health and human life.

195. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Decedent Gary Jay Moss and other exposed persons

and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

196. Defendants are liable for the fraudulent, oppressive, and malicious acts of their "alternate entities," and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their "alternate entities" as set forth herein.

197. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof.

198. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

FOR A THIRD CAUSE OF ACTION
(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action Against Defendants, Plaintiff Brings this Third Cause of Action for Vicarious Liability of Defendants Based upon Respondeat Superior and Alleges as Follows:

199. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

200. Prior to and during all relevant times Defendants employed workers (hereinafter "employees") in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent Gary Jay Moss worked and/or spent time as alleged above.

201. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Decedent Gary Jay Moss was exposed.

202. Employees handling and disturbing asbestos-containing products in Decedent Gary Jay Moss' vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

203. Employees handling and disturbing asbestos-containing products in Decedent Gary Jay Moss', Decedent's family members and others' vicinity received monetary compensation from

Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

204. Harmful asbestos fibers were released during Defendants' employees' use, handling, breaking, or other manipulation of asbestos-containing products and materials.

205. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent Gary Jay Moss, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Decedent Gary Jay Moss.

206. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

207. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Decedent Gary Jay Moss.

208. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Decedent Gary Jay Moss that he was being exposed to asbestos, failed to adequately warn Decedent Gary Jay Moss of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

209. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent Gary Jay Moss.

210. Defendants' employees owed Decedent Gary Jay Moss a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

211. Defendants' employees breached this duty of care as described above.

212. At all times mentioned, Decedent Gary Jay Moss was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

213. As a direct result of the Defendants' employees conduct, Decedent Gary Jay Moss' exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Decedent and the damages and injuries as complained of herein by Decedent Gary Jay Moss.

214. The risks herein alleged and the resultant damages suffered by the Decedent Gary Jay Moss were typical of or broadly incidental to Defendants' business enterprises. As a practical matter, the losses caused by the torts of Defendants' employees as alleged were sure to occur in the conduct of Defendants' business enterprises. Nonetheless, Defendants engaged in, and sought to profit by, their business enterprises without exercising due care as described in this Complaint, which, on the basis of past experience, involved harm to others as shown through the torts of employees.

215. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Decedent Gary Jay Moss.

FOR A FOURTH CAUSE OF ACTION
(Premises Liability: Negligence as to Premise Owner/Contractor)

As a Fourth Distinct Cause of Action for General Negligence, Plaintiff Complains of Defendants, and Alleges as Follows:

216. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

217. Prior to and during all relevant times, Defendants employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent Gary Jay Moss worked and/or spent time.

218. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.

219. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Decedent Gary Jay Moss and settled onto Decedent's clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Decedent Gary Jay Moss would be exposed to dangerous asbestos dust beyond the present.

220. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause

personal injuries, including mesothelioma and other lung damage, to exposed persons, including Decedent Gary Jay Moss.

221. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Decedent Gary Jay Moss, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

222. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Decedent, were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.

223. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto including Decedent Gary Jay Moss were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

224. At all times herein mentioned, Decedent Gary Jay Moss was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

225. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

226. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Decedent Gary Jay Moss, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

227. Defendants' duties as alleged herein exist and existed independently of Defendants' duties to maintain their premises in reasonably safe condition, free from concealed hazards.

228. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by defendants.

229. Defendants failed to warn its employees and bystanders thereto, including Decedent Gary Jay Moss, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

230. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Decedent Gary Jay Moss became exposed to and inhaled asbestos fibers, which was a

substantial factor in causing Decedent to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties - S.C. Code Ann. 36-2-314)

As a Fifth Distinct Cause of Action for Breach of Implied Warranties, Plaintiff Complains of Defendants and Alleges as Follows:

231. Plaintiff incorporates by reference, the preceding paragraphs as if fully set forth herein.

232. Each of the Defendants impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

233. The implied warranty made by the Defendants that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Decedent Gary Jay Moss carried out his duties and was inhaled by Decedent Gary Jay Moss.

234. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Decedent Gary Jay Moss was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Decedent Gary Jay Moss to suffer all damages attendant thereto.

FOR A SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

For a Sixth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiff Complains of Defendants, and Alleges as Follows:

235. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

236. That during, before and after Decedent Gary Jay Moss' exposure to asbestos products manufactured by Defendants, the Defendants falsely represented facts, including the

dangers of asbestos exposure to Decedent in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Decedent Gary Jay Moss. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.

237. The foregoing representations were material conditions precedent to Decedent Gary Jay Moss' continued exposure to asbestos-containing products. Defendants each intended that Decedent act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Decedent was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

238. As a direct and proximate result of Decedent Gary Jay Moss' reliance upon Defendants' false representations, Decedent suffered injury, damages as described herein, and subsequent death.

FOR AN SEVENTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For a Seventh Distinct Cause of Action for Wrongful Death, Plaintiff Complains of Defendants, and Alleges as Follows:

239. Plaintiff incorporates herein by reference, as though fully set forth herein, each of the preceding paragraphs, where relevant.

240. Plaintiff brings this cause of action for Gary Jay Moss' wrongful death pursuant to S.C. Code Ann. § 15-51-10, on behalf of the children of Gary Jay Moss, as defined by S.C. Code § 15-51-20.

241. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Gary Jay Moss died on March 24, 2020, and his

children have and will endure pecuniary loss, mental shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine.

FOR AN EIGHTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For an Eighth Distinct Cause of Action, known statutorily as a Survival Action, Plaintiff Complains of Defendants, and Alleges as Follows:

242. All paragraphs above are incorporated by reference, where relevant.

243. Plaintiff brings this cause of action for Decedent's medical, surgical and hospital bills, as well as for Decedent's conscious pain and suffering prior to his untimely death, as well as for the mental distress of Decedent due to knowledge of his impending death from his incurable disease.

244. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants as described, Decedent endured conscious pain, suffering, mental anguish and distress until his untimely death, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine is just.

FOR A NINTH CAUSE OF ACTION
(Alter Ego as to Enstar (US), Inc., United States Fidelity And Guaranty Company and Zurich American Insurance Company)

For a Ninth Distinct Cause of Action, Alter Ego Claims, Plaintiff Complains of Defendants, and alleges as follows:

1. Covil Corporation ("Covil"), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993,

Covil Corporation, after the death of its founder Palmer Covil from mesothelioma[2], understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil's insurance carriers and their lawyers, including Wall Templeton and Haldrop, P.A. ("WTH") and Gallivan White and Boyd, PA ("GWB" and together with WTH, the "lawyers"), without an insured or client, appeared for Covil, answered Covil's lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil's insurers and their lawyers were Covil, turned on the lights in the morning and turned them off when they left and made every decision for Covil in between.

2. Covil's lawyers and carriers have assumed the mantle of Covil. For nearly thirty years, they have acted for and as the company with no regard to the desires or wishes of their insured. The result is that they are the alter-egos of Covil and are responsible for all of the debts it has and continues to incur.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment, joint and several, against Defendants and/or their "alternate entities" in an amount to be proven at trial, as follows:

1. For Decedent's actual damages according to proof, including Decedent's pain and suffering, Decedent's mental distress, as well as Decedent's medical, surgical and hospital bills;

2. For Decedent's loss of income or earnings according to proof;

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[2] [M]esothelioma, [is] an "invariably fatal cancer…for which asbestos exposure is the only known cause…" *In re Patenaude*, 210 F.3d 135, 138 (3d Cir.), *cert. denied*, 531 U.S. 1011 (2000).

3. For pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heirs, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries;

4. For punitive damages according to proof;

5. For Plaintiff's cost of suit herein;

6. For damages for fraudulent misrepresentation according to proof;

7. For damages for breach of implied warranty according to proof;

8. All economic and non-economic damages allowed pursuant to the Survival and Wrongful Death Act;

9. That Enstar (US), Inc., United States Fidelity And Guaranty Company and Zurich American Insurance Company are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; and

10. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

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ATTORNEYS FOR PLAINTIFF

June 7, 2020

Columbia, South Carolina

Exhibit 9

CSC

Notice of Service of Process

TV / ALL
Transmittal Number: 21610114
Date Processed: 06/12/2020

Primary Contact:
Vida Wallace Henry
Trane Technologies
800 Beaty St
Ste E
Davidson, NC 28036-6924

Electronic copy provided to: Nicole Brunson

Entity:	Trane Technologies Company LLC Entity ID Number 4059953
Entity Served:	Trane Technologies Company, LLC, Individually and as successor to Ingersoll Rand Company
Title of Action:	James F Atkinson vs. Air & Liquid Systems Corp successor by merger to Buffalo Pumps Inc
Matter Name/ID:	James F Atkinson vs. Air & Liquid Systems Corp successor by merger to Buffalo Pumps Inc (10298270)
Document(s) Type:	Notice and Complaint
Nature of Action:	Asbestos
Court/Agency:	Philadelphia County Court of Common Pleas, PA
Case/Reference No:	2020 June 000209
Jurisdiction Served:	Delaware
Date Served on CSC:	06/10/2020
Answer or Appearance Due:	20 days
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Benjamin P Shein 213-735-667

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To avoid potential delay, please do not send your response to CSC

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BY: BENJAMIN P. SHEIN, ESQUIRE
Attorney Identification No. 42867
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Philadelphia, PA 19107
(215) 735-6677

Firm No. 99977

JURY TRIAL DEMANDED

Attorney for Plaintiff

JAMES F. ATKINSON 49 Taylor Drive Fallsington, PA 19054	:	COURT OF COMMON PLEAS PHILADELPHIA COUNTY MAY TERM, 2020
v.	:	NO.
AIR & LIQUID SYSTEMS CORP., Successor by Merger to BUFFALO PUMPS, INC. 874 Oliver Street North Tonawanda, NY 14120-3298	:	ASBESTOS CASE
ALDRICH PUMP, LLC, Individually and as Successor to INGERSOLL RAND COMPANY c/o Corporation Service Company 2626 Glenwood Ave., Suite 550 Raleigh, NC 27608	:	
AURORA PUMP COMPANY c/o Lynette Jones 13515 Ballantyne Corporate Place Charlotte, NC 28277	:	
BLACKMER PUMP COMPANY 1809 Century Avenue SW Grand Rapids,MI 49503	:	
CBS CORP., a Delaware Corp., f/k/a VIACOM, INC., Successor by Merger to CBS CORP., a Pennsylvania Corp., f/k/a WESTINGHOUSE ELECTRIC CORP. 20 Stanwix Street Pittsburgh, PA 15222	:	

CLARK-RELIANCE CORP., Individually and as Successor in Interest to JERGUSON GAGE & VALVE CO.
16633 Foltz Parkway
Strongville, OH 44149

COPES-VULCAN, INC.
c/o Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

CRANE COMPANY, Individually and as Successor to and/or a/k/a CHAPMAN VALVE MANUFACTURING COMPANY and COCHRANE, INC.
100 First Stamford Place
Stamford, CT 06902

DeZURIK CORP.
c/o SPX Corporation
13320 Ballantyne Corporate Place
Charlotte, NC 28277

DURAMETALLIC MANUFACTURING CO.
c/o Flowserve FSD Corp.
2100 Factory Street
Kalamazoo, MI 49001

FLOWSERVE CORP., f/k/a THE DURIRON COMPANY, INC. (Successor by Merger to DURCO INTERNATIONAL)
c/o CT Corporation Systems
1999 Bryan St., Suite 900
Dallas, TX 75201

FLOWSERVE U.S., INC., as Successor to EDWARD VALVE and MANUFACTURING CO., as Successor to ROCKWELL MANUFACTURING CO., and as Successor to ROCKWELL INTERNATIONAL CORP.
1900 S. Saunders St.
Raleigh, NC 27603

FMC CORP., Individually and as Successor-
in-Interest to NORTHERN PUMP CO. and on Behalf of
Its Former PEERLESS PUMP DIVISION
c/o CT Corporation Systems
600 N. 2nd St., Suite 401
Harrisburg, PA 17101

FOSTER WHEELER, L.L.C. (Survivor to a Merger
with FOSTER WHEELER CORPORATION)
P.O. Box 9000
Hampton, NJ 08827

GARDNER DENVER, INC.
1800 Gardner Expressway
Quincy, IL 62305

GENERAL ELECTRIC COMPANY
c/o CT Corporation Systems
600 N. 2nd St., Suite 401
Harrisburg, PA 17101

GOODRICH CORPORATION, f/k/a B.F.
GOODRICH COMPANY
Four Coliseum Center
2730 West Tyvola Road
Charlotte, NC 28217-4578

GOODYEAR CANADA, INC.
450 Kipling Ave.
Toronto, ON, Canada M8Z 5E1

THE GOODYEAR TIRE & RUBBER CO.
c/o CSC
50 W. Broad St.
Columbus, OH 43215

GOULDS PUMPS, INC.
240 Fall St.
P.O. Box 750
Seneca Falls, NY 13148

GREENE, TWEED & COMPANY, INC.
c/o Greene, Tweed NC, LLC
227 W. Trade St., Suite 2170
Charlotte, NC 28202

GRINNELL CORPORATION
c/o CT Corporation Systems
600 N. 2nd St., Suite 401
Harrisburg, PA 17101

IMO INDUSTRIES, Individually and as
Successor-in-Interest to DE LAVAL STEAM
TURBINE COMPANY
c/o CT Corporation
1209 Orange Street
Wilmington, DE 19801

INGERSOLL RAND COMPANY
c/o Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

INGERSOLL RAND, LLC, Individually and as
Successor to GARDNER DENVER, INC.
1800 Gardner Expressway
Quincy, IL 62305

METROPOLITAN LIFE
INSURANCE CO.
200 Park Avenue
New York, NY 10166

MILWAUKEE VALVE CO.
c/o CT Corporation Systems
8020 Excelsior Dr., Suite 200
Madison, WI 53717

THE NASH ENGINEERING COMPANY
c/o Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

PARKER-HANNIFIN CORP.
c/o CT Corporation Systems
600 N. 2nd St., Suite 401
Harrisburg, PA 17101

SPENCE ENGINEERING CO., INC.
50 Coldenham Road
Walden, NY 12586

SPIRAX SARCO, INC.
c/o CT Corporation Systems
600 N. 2nd St., Suite 401
Harrisburg, PA 17101

TRANE TECHNOLOGIES COMPANY, LLC,
Individually and as Successor to INGERSOLL
RAND COMPANY
c/o Corporation Service Company
251 Little Falls Dr.
Wilmington, DE 19808

UNION CARBIDE CORP.
c/o CT Corporation Systems
600 N. 2nd St., Suite 401
Harrisburg, PA 17101

VELAN VALVE CORP.
94 Avenue C
Williston, VT 05495-9732

VIKING PUMP, INC.
406 State St.
Cedar Falls, IA 50613

WARREN PUMPS, LLC, Individually and as
Successor-in-Interest to QUIMBY PUMP
COMPANY, INC.
82 Bridges Avenue
P.O. Box 969
Warren, MA 01083

WEIL McLAIN, a Division of The Marley
Co., a Wholly Owned Subsidiary of
United Dominion Industries, Inc.
500 Blaine Street
Michigan City, IN 46360

WEIR VALVES & CONTROLS, USA, INC.
f/k/a ATWOOD & MORRILL CO., INC.
29 Old Right Rd.
Ipswich, MA 01938-1119

THE WILLIAM POWELL COMPANY
2503 Spring Grove Ave.
Cincinnati, OH 45214

Defendants

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff(s). You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Philadelphia Bar Association
One Reading Center
1101 Market Street
Philadelphia PA 19107
(215) 238-6300

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandad expuestas en las paginas siguientes, usted tienne veinte (20) dias, de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abagado y entregar a la corte en forma escrita sus defensas o sus objectiones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificasion. Ademas, la corte puede decidir a favor de demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABAGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LAW OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
Uno Reading Center
Filadelfia, Pennsylvania 19107
Telefono: (215) 238-1701

ASSESSMENT OF DAMAGES
HEARING NOT REQUIRED

JURY TRIAL DEMANDED

SHEIN LAW CENTER, LTD.
BY: BENJAMIN P. SHEIN, ESQUIRE
Attorney Identification No. 42867
121 South Broad Street, 21st floor
Philadelphia PA 19107
(215) 735-6677

Firm No. 99977 Attorney for Plaintiff

JAMES F. ATKINSON	: COURT OF COMMON PLEAS
	: PHILADELPHIA COUNTY
Plaintiff,	:
	:
v.	: MAY TERM, 2020
	:
AIR & LIQUID SYSTEMS CORP., Successor by Merger to BUFFALO PUMPS, INC., et al.	: NO.
	:
	:
Defendants.	: ASBESTOS CASE

COMPLAINT - CIVIL ACTION
ASBESTOS CASE

1. Plaintiff, James F. Atkinson (DOB: 11/20/45, SSN: xxx-xx-6917) resides at 49 Taylor Drive, Fallsington, Pennsylvania and is a citizen and resident of the Commonwealth of Pennsylvania.

2. Defendant, Air & Liquid Systems Corporation, Successor by Merger to Buffalo Pumps, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos

containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Air & Liquid Systems Corporation, Successor by Merger to Buffalo Pumps, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

3. Defendant, Aldrich Pump, LLC, Individually and as Successor to Ingersoll Rand Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Aldrich Pump, LLC, Individually and as Successor to Ingersoll Rand Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

4. Defendant, Aurora Pump Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close

proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Aurora Pump Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

5. Defendant, Blackmer Pump Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Blackmer Pump Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

6. Defendant, , CBS Corporation, a Delaware Corporation, f/k/a Viacom, Inc., Successor by Merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing

component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, CBS Corporation, a Delaware Corporation, f/k/a Viacom, Inc., Successor by Merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

7. Defendant, Clark-Reliance Corporation, Individually and as Successor in Interest to Jerguson Gage & Valve Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Clark-Reliance Corporation, Individually and as Successor in Interest to Jerguson Gage & Valve Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

8. Defendant, Copes-Vulcan. Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity,

asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Copes-Vulcan, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

9. Defendant, Crane Company, Individually and as Successor to and/or a/k/a Chapman Valve Manufacturing Company and Cochrane, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Crane Company, Individually and as Successor to and/or a/k/a Chapman Valve Manufacturing Company and Cochrane, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

10. Defendant, DeZurik Corporation, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products

and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, DeZurik Corporation, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

11. Defendant, Durametallic Manufacturing Company., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Durametallic Manufacturing Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

12. Defendant, Flowserve Corporation, f/k/a The Duriron Company, Inc. (Successor by Merger to Durco International), at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and

contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Flowserve Corporation, f/k/a The Duriron Company, Inc. (Successor by Merger to Durco International), conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

13. Defendant, Flowserve U.S., Inc., as Successor to Edward Valve and Manufacturing Company, as Successor to Rockwell Manufacturing Company and as Successor to Rockwell International Corporation, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Flowserve U.S., Inc., as Successor to Edward Valve and Manufacturing Company, as Successor to Rockwell Manufacturing Company and as Successor to Rockwell International Corporation, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

14. Defendant, FMC Corporation, Individually and as Successor-in-Interest to Northern Pump Company and on Behalf of Its Former Peerless Pump Division, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to

Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, MC Corporation, Individually and as Successor-in-Interest to Northern Pump Company and on Behalf of Its Former Peerless Pump Division, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

15. Defendant, Foster Wheeler, L.L.C. (Survivor to a Merger with Foster Wheeler Corporation), at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Foster Wheeler, L.L.C. (Survivor to a Merger with Foster Wheeler Corporation), conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

16. Defendant, Gardner Denver, Inc., at all times material hereto, manufactured,

produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Gardner Denver, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

17. Defendant, General Electric Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, General Electric Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

18. Defendant, Goodrich Corporation, f/k/a B.F. Goodrich Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products

and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Goodrich Corporation, f/k/a B.F. Goodrich Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

19. Defendant, Goodyear Canada, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Goodyear Canada, Inc.,, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

20. Defendant, Goodyear Tire & Rubber Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff

was exposed. At all times material hereto, defendant, Goodyear Tire & Rubber Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

21. Defendant, Goulds Pumps, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Goulds Pumps, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

22. Defendant, Greene, Tweed & Company, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Greene, Tweed & Company, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate

capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

23. Defendant, Grinnell Corporation, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Grinnell Corporation, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

24. Defendant, Imo Industries, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Imo Industries, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

25. Defendant, Ingersoll Rand Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Ingersoll Rand Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

26. Defendant, Ingersoll Rand, LLC, Individually and as Successor to Gardner Denver, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Ingersoll Rand, LLC, Individually and as Successor to Gardner Denver, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

27. Defendant, Milwaukee Valve Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the

employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Milwaukee Valve Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

28. Defendant, The Nash Engineering Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, The Nash Engineering Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

29. Defendant, Parker-Hannifin Corporation, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products

and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Parker-Hannifin Corporation, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

30. Defendant, Spence Engineering Company, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Spence Engineering Company, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

31. Defendant, Spirax Sarco, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times

material hereto, defendant, Spirax Sarco, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

32. Defendant, Trane Technologies Company, LLC, Individually and as Successor to Ingersoll Rand Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Trane Technologies Company, LLC, Individually and as Successor to Ingersoll Rand Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

33. Defendant, Union Carbide Corporation, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Union Carbide Corporation, conducted business in the

Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

34. Defendant, Velan Valve Corporation, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Velan Valve Corporation, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

35. Defendant, Viking Pumps, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Viking Pumps, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

36. Defendant, Warren Pumps, LLC, Individually and as Successor-in-Interest to Quimby Pump Company, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Warren Pumps, LLC, Individually and as Successor-in-Interest to Quimby Pump Company, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

37. Defendant, Weil McLain, a Division of The Marley Company, a Wholly-Owned Subsidiary of United Dominion Industries, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Weil McLain, a Division of The Marley Company, a Wholly-Owned Subsidiary of United Dominion Industries, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other

affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

38. Defendant, Weir Valves & Controls, USA, Inc., f/k/a Atwood & Morrill Company, Inc., at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, Weir Valves & Controls, USA, Inc., f/k/a Atwood & Morrill Company, Inc., conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

39. Defendant, The William Powell Company, at all times material hereto, manufactured, produced, sold, distributed and/or supplied either directly or indirectly to Plaintiff and/or to the employer(s) of Plaintiff, and/or to other persons or entities with whom Plaintiff worked in close proximity, asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts to which Plaintiff was exposed. At all times material hereto, defendant, The William Powell Company, conducted business in the Commonwealth of Pennsylvania, acting in its individual corporate capacity as well as by and through its unincorporated divisions and departments, its corporate parents, subsidiaries and/or other affiliates, its alter ego corporations and other entities, its predecessors and/or its successors.

40. Plaintiff incorporates by reference all of the allegations against all of the defendants named in this lawsuit set forth in the Master Plaintiff's Complaint prepared and filed pursuant to the order establishing the Master Pleadings Procedure in the Court of Common Pleas for Philadelphia County against all defendants, as if fully set forth herein.

41. Plaintiff, James F. Atkinson's, employment history, as to his asbestos exposure only, is as follows:

1967 – 1993 Philadelphia Naval Shipyard
Philadelphia, PA
Rigger

42. During the course of Mr. Atkinson's employment as noted in Paragraph 41 above, Plaintiff believes and therefore avers that he was exposed to asbestos and/or asbestos containing products and/or asbestos contaminated products and/or asbestos containing component parts and/or equipment which specified and/or required and contained asbestos containing component parts manufactured, produced, sold, distributed, supplied and otherwise placed into the stream of commerce by the defendants.

43. In January 2020 Plaintiff was advised by doctors at the University of Pennsylvania Medical Center that he has malignant mesothelioma. Such disease/condition is causing ascertainable physical symptoms, impairment and disability.

44. A claim for lost wages is not asserted at this time.

45. Plaintiff pleads for all of the items of damages set forth in the Master Long Form Complaint for all asbestos cases in the Court of Common Pleas for Philadelphia County.

WHEREFORE, Plaintiff demands of defendants, severally and jointly, on alternative Causes of Action, as set forth in the Master Long Form Complaint filed in the Court of Common

Pleas for Philadelphia County and incorporated herein by reference, a sum in excess of Fifty Thousand Dollars ($50,000.00) on each such Cause of Action, exclusive of interest and costs, and a sum in excess of Fifty Thousand Dollars ($50,000.00) in punitive damages.

CLAIMS AGAINST METROPOLITAN LIFE INSURANCE COMPANY

46. Plaintiff incorporates by reference paragraphs 1 through 45 as though the same were fully set forth herein.

47. Defendant, Metropolitan Life Insurance Company, is sued herein for its conduct and omissions as a consultant to certain corporations, all as described in Count IX of the Master Plaintiff's Complaint, prepared and filed pursuant to the order establishing the Master Pleadings Procedure in the Court of Common Pleas for Philadelphia County against all defendants.

48. Plaintiff incorporates by reference against defendant, Metropolitan Life Insurance Company, all of the allegations against defendant, Metropolitan Life Insurance Company, set forth in Count IX the Master Plaintiff's Complaint prepared and filed pursuant to the order establishing the Master Pleadings Procedure in the Court of Common Pleas for Philadelphia County, as if fully set forth herein.

WHEREFORE, Plaintiff demands of defendant, Metropolitan Life Insurance Company, a sum in excess of Fifty Thousand Dollars ($50,000.00) on each such Cause of Action, exclusive of interest and costs, and a sum in excess of Fifty Thousand Dollars ($50,000.00) in punitive damages.

SHEIN LAW CENTER, LTD.

By: *Benjamin P Shein*
Benjamin P. Shein
Attorney for Plaintiff

Date: 6/4/20

EXHIBIT 8

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

INGERSOLL-RAND COMPANY
Foreign For-Profit Corporation
New Jersey, USA
[File Number: 871706]

Into

Trane Technologies Company LLC
Domestic Limited Liability Company (LLC)
[File Number: 803606079]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 05/01/2020

Effective: 05/01/2020 09:00 am

Ruth R. Hughs
Secretary of State

CERTIFICATE OF MERGER

OF

INGERSOLL-RAND COMPANY

WITH AND INTO

TRANE TECHNOLOGIES COMPANY LLC

(Texas)

May 1, 2020

This CERTIFICATE OF MERGER is being duly executed and filed by the undersigned to effect the merger of INGERSOLL-RAND COMPANY, a New Jersey corporation ("IRNJ"), and TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company ("TTC (TX)"), pursuant to Chapters 4 and 10 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certify the following information in connection with the merger of IRNJ with and into TTC (TX) (the "Merger"):

Merging Entity Information

1. IRNJ is a corporation. It is operated under the laws of the State of New Jersey. The file number with the Texas Secretary of State is 871706. Its principal place of business is 800-E Beaty Street, Davidson, North Carolina 28036. IRNJ will not survive the Merger.

2. TTC (TX) is a limited liability company. It is organized under the laws of the State of Texas. The file number with the Texas Secretary of State is 803606079. Its principal place of business is 800-E Beaty Street, Davidson, North Carolina 28036. TTC (TX) will survive the Merger.

Plan of Merger

3. In lieu of providing the plan of merger providing for the Merger (the "Plan of Merger"), TTC (TX) certifies that:

(a) A signed Merger Agreement is on file at the principal place of business of TTC (TX), and the address of such principal place of business is provided in this Certificate of Merger.

(b) On written request, a copy of the Plan of Merger will be furnished without cost by TTC (TX) to any owner or member of any domestic entity that is a party to the Plan of Merger.

(c) No amendments to the certificate of formation of TTC (TX) will be effected by the Merger.

Approval of Merger Agreement

4. The Plan of Merger has been approved as required by the laws of the jurisdiction of formation of each entity that is party to the Merger and by the governing documents of those entities.

Effectiveness of Filing

5. This Certificate of Merger and the Merger will be effective as of 9:00 a.m. Central Time, on May 1, 2020.

Tax Certificate

6. In lieu of the Company providing a tax certificate from the Texas Comptroller of Public Accounts, TTC (TX) will be liable for the payment of any franchise taxes of IRNJ required in the State of Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Certificate of Merger as of the date first written above.

INGERSOLL-RAND COMPANY, a New Jersey corporation

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

EXHIBIT 9

PLAN OF DIVISIONAL MERGER

This PLAN OF DIVISIONAL MERGER (this "Plan of Divisional Merger"), dated as of May 1, 2020, is made by TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company (the "Company").

RECITALS

A. The board of managers of the Company has (1) approved a divisional merger of the Company (the "Divisional Merger") pursuant to the Texas Business Organizations Code, as amended (the "TBOC"), and as defined by TBOC Section 1.002(55)(A), which will result in (a) the cessation of the Company's existence, (b) the creation of a new Texas limited liability company named Aldrich Pump LLC ("Aldrich Pump (TX)"), and (c) the creation of a new Texas limited liability company named Trane Technologies Company LLC ("New TTC (TX)"), in each case as authorized by the TBOC and pursuant to the terms and conditions set forth herein, and (2) recommended to Trane Technologies HoldCo Inc., a Delaware corporation and the sole member and owner of 100% of the membership interests of the Company ("Parent"), that it approve this Plan of Divisional Merger and the Divisional Merger.

B. In accordance with TBOC Section 101.356(c), Parent has approved this Plan of Divisional Merger and the Divisional Merger.

PLAN

NOW, THEREFORE, for the purpose of setting forth the terms and conditions of the Divisional Merger, the mode of carrying the Divisional Merger into effect and such other details and provisions as are deemed necessary or desirable, the Company hereby declares as follows:

1. Name and Organizational Form of Party. The name of the entity that is a party to the Divisional Merger is Trane Technologies Company LLC, and its organizational form is a Texas limited liability company.

2. Names and Organizational Form of New Organizations. The following two new organizations will be created by this Plan of Divisional Merger through the Divisional Merger at the Effective Time (as defined below):

NAME	JURISDICTION OF FORMATION	ORGANIZATIONAL FORM
Aldrich Pump LLC	Texas	Limited liability company
Trane Technologies Company LLC	Texas	Limited liability company

3. Divisional Merger. The Divisional Merger will be effected by the Company filing a Certificate of Divisional Merger in the form attached hereto as Exhibit A (the

"Certificate of Divisional Merger") with the Secretary of State of the State of Texas (the "Secretary").

4. Effective Time of Divisional Merger. The Divisional Merger will become effective at the time specified in the Certificate of Divisional Merger (the "Effective Time").

5. Effects of Divisional Merger. The Divisional Merger will have the effects set forth in TBOC Section 10.008. Without limiting the generality of, and subject to, the immediately preceding sentence, at the Effective Time:

(a) the separate existence of the Company will cease;

(b) all rights, title and interests to all property of the Company will be allocated and vest as follows:

(i) all rights, title and interests to all property of the Company listed or described on Schedule 5(b)(i) (collectively, the "Aldrich Pump Assets") will be allocated to and vest in Aldrich Pump (TX), subject to any existing liens or encumbrances on the Aldrich Pump Assets, without reversion or impairment, any further act or deed or any transfer or assignment having occurred; and

(ii) all rights, title and interests to all property of the Company other than the Aldrich Pump Assets (collectively, the "TTC Assets"), including all property of the Company listed or described on Schedule 5(b)(ii), will be allocated to and vest in New TTC (TX), subject to any existing liens or encumbrances on the TTC Assets, without reversion or impairment, any further act or deed or any transfer or assignment having occurred;

(c) all Liabilities (as defined in Section 16) of the Company will be allocated as follows:

(i) all Liabilities of the Company listed or described on Schedule 5(c)(i) (collectively, the "Aldrich Pump Liabilities") will be allocated to Aldrich Pump (TX); and

(ii) all Liabilities of the Company other than the Aldrich Pump Liabilities (the "TTC Liabilities"), including the Liabilities of the Company listed or described on Schedule 5(c)(ii), will be allocated to New TTC (TX);

(d) Aldrich Pump (TX) and New TTC (TX) will be obligors for the Liabilities of the Company as follows:

(i) Aldrich Pump (TX) will be the sole obligor for the Aldrich Pump Liabilities, and New TTC (TX) will not be liable for the Aldrich Pump Liabilities; and

(ii) New TTC (TX) will be the sole obligor for the TTC Liabilities, and Aldrich Pump (TX) will not be liable for the TTC Liabilities;

(e) Proceedings by or against the Company will be addressed as permitted by TBOC Section 10.008(a)(5); and

(f) each of Aldrich Pump (TX) and New TTC (TX) will be formed as provided in Section 6.

6. Certificates of Formation and Limited Liability Company Agreements of Aldrich Pump (TX) and New TTC (TX).

(a) Each of the Certificate of Formation of Aldrich Pump (TX) attached hereto as Exhibit B (the "Aldrich Pump (TX) Certificate of Formation") and the Certificate of Formation of New TTC (TX) attached hereto as Exhibit C (the "New TTC (TX) Certificate of Formation") will be filed with the Secretary along with the Certificate of Divisional Merger and will become effective at the Effective Time; and

(b) The limited liability company agreement of Aldrich Pump (TX) will be in the form attached hereto as Exhibit D, and the limited liability company agreement of New TTC (TX) will be in the form attached hereto as Exhibit E.

7. Conversion of Membership Interests of the Company. At the Effective Time, by virtue of the Divisional Merger and without any action on the part of Parent, the membership interests in the Company will be converted into:

(a) all membership interests of Aldrich Pump (TX); and

(b) all membership interests of New TTC (TX).

8. Dissenting Shares. The Divisional Merger will not create any dissenters' rights or rights of appraisal.

9. Further Actions; Indemnification.

(a) If at any time following the Effective Time Aldrich Pump (TX) or New TTC (TX) determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Aldrich Pump (TX) or New TTC (TX) the title to any property of the Company, Aldrich Pump (TX) and New TTC (TX) will take such action as may be necessary or desirable to vest title to such property in Aldrich Pump (TX) or New TTC (TX) as provided in Section 5, and otherwise carry out the purposes of this Plan of Divisional Merger. If at any time following the Effective Time Aldrich Pump (TX) or New TTC (TX) determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Aldrich Pump (TX) or New TTC (TX) with respect to the Liabilities of the Company, Aldrich Pump (TX) and New TTC (TX) will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5, and otherwise to carry out the purposes of this Plan of Divisional Merger.

(b) Aldrich Pump (TX) will indemnify and hold harmless New TTC (TX) and each of its affiliates from and against all Losses (as defined in Section 16) (or

Proceedings in respect thereof) to which New TTC (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (i) a claim in respect of any Aldrich Pump Assets or Aldrich Pump Liabilities or (ii) reimbursement or other obligations of New TTC (TX) or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by New TTC (TX) or any of its affiliates in connection with Proceedings in respect of any Aldrich Pump Liabilities. New TTC (TX) will indemnify and hold harmless Aldrich Pump (TX) and each of its affiliates from and against all Losses (or Proceedings in respect thereof) to which Aldrich Pump (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to a claim in respect of (A) any Liabilities under any Asbestos Related Contracts (as defined on Schedule 5(b)(i)) or Asbestos Related Insurance Assets (as defined on Schedule 5(b)(i)) that are not Asbestos Related Liabilities (as defined on Schedule 5(c)(i)) or (B) any TTC Assets or TTC Liabilities.

10. Tax, Accounting, Legal and Insurance Matters.

(a) The Company is a disregarded entity for U.S. federal income tax purposes, and immediately following the Divisional Merger, each of Aldrich Pump (TX) and New TTC (TX) will be a disregarded entity for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to the Company for purposes other than federal income tax will be used by New TTC (TX) as its EIN for such purposes. Aldrich Pump (TX) will obtain a new EIN, if and when it is required by Law (as defined in Section 16).

(b) The property and Liabilities of the Company will be recorded on the books of Aldrich Pump (TX) or New TTC (TX) as appropriate and consistent with Section 5, depending on which of them is allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of the Company immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

(c) The Company intends for Aldrich Pump (TX) and New TTC (TX) to, and Aldrich Pump (TX) and New TTC (TX) will and will be deemed to, share a common interest with regard to Books and Records (as defined in Section 16) and other information (whether written or oral) to which any of the Privileges (as defined in Section 16) of the Company, including the Aldrich Pump Privileges (as defined on Schedule 5(b)(i)), attach (the "Common Interest Information"). The Company desires and intends that the exchange of Common Interest Information among Aldrich Pump (TX), New TTC (TX) and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Following the Effective Time, Aldrich Pump (TX) and New TTC (TX) will take such further actions as either of them determines are necessary or advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

(d) (i) To the extent an insurance policy allocated to New TTC (TX) pursuant to Section 5 (a "TTC Policy") provides potential coverage for Aldrich Pump Liabilities:

(A) New TTC (TX) will use commercially reasonable efforts to pursue, at Aldrich Pump (TX)'s cost, coverage under such TTC Policy for such Aldrich Pump Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Aldrich Pump (TX) will fully cooperate in such efforts;

(B) if New TTC (TX) receives payments under such TTC Policy that are specifically paid for Aldrich Pump Liabilities, New TTC (TX) will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Aldrich Pump (TX) or otherwise cause an equivalent amount to be paid to Aldrich Pump (TX);

(C) if (x) New TTC (TX) receives payments under such TTC Policy that are both for Aldrich Pump Liabilities and TTC Liabilities, (y) such payments are not specifically allocated by the insurer between Aldrich Pump Liabilities and TTC Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Aldrich Pump (TX) and New TTC (TX) will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (1) the dollar value of claims submitted to the insurer for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (2) any coverage position taken by the insurer regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (3) applicable Law regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively, and (4) the advice of any outside counsel involved in pursuing coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities; and

(D) if New TTC (TX) pursues insurance coverage under such TTC Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Aldrich Pump Liabilities, New TTC (TX) will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided*, *however*, that Aldrich Pump (TX) shall have the right (1) to be kept informed thereof and (2) to approve any settlement of claims for any Aldrich Pump Liabilities, such consent not to be unreasonably delayed or withheld.

(ii) Except as provided in this Plan of Divisional Merger or in the Aldrich Pump/TTC Divisional Merger Support Agreement, New TTC (TX) shall not take any action with respect to any Asbestos Related Insurance Asset.

11. Certain Agreements of Aldrich Pump (TX) and New TTC (TX). Immediately following the effectiveness of the Divisional Merger:

(a) Aldrich Pump (TX) will deliver to New TTC (TX) each of the following:

(i) Funding Assignment and Assumption Agreement, duly executed by Aldrich Pump (TX);

(ii) Common Interest and Confidentiality Agreement, duly executed by Aldrich Pump (TX);

(iii) Aldrich Pump/TTC Divisional Merger Support Agreement, duly executed by Aldrich Pump (TX);

(iv) Aldrich Pump/TTC Secondment Agreement, duly executed by Aldrich Pump (TX); and

(v) Aldrich Pump/TTC Services Agreement, duly executed by Aldrich Pump (TX).

(b) New TTC (TX) will deliver to Aldrich Pump (TX) each of the following:

(i) Funding Assignment and Assumption Agreement, duly executed by New TTC (TX) and Parent;

(ii) Common Interest and Confidentiality Agreement, duly executed by New TTC (TX), Murray Boiler (TX) and TUI (TX);

(iii) Aldrich Pump/TTC Divisional Merger Support Agreement, duly executed by New TTC (TX);

(iv) Aldrich Pump/TTC Secondment Agreement, duly executed by New TTC (TX) and Murray Boiler (TX); and

(v) Aldrich Pump/TTC Services Agreement, duly executed by New TTC (TX).

12. Governing Law. This Plan of Divisional Merger will be governed by, and construed in accordance with, the Laws of the State of Texas, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

13. Amendment and Waiver. Prior to the Effective Time, this Plan of Divisional Merger may not be amended or modified, and no provision of this Plan of Divisional Merger may be waived, except, in each case, in a writing executed by the Company. From and after the Effective Time, this Plan of Divisional Merger may not be amended or modified, and no provision of this Plan of Divisional Merger may be waived, except, in each case, in a writing executed by Aldrich Pump (TX) and New TTC (TX).

14. Termination. This Plan of Divisional Merger may be terminated and the Divisional Merger abandoned at any time prior to the Effective Time by action of the managers or officers of the Company, and, if any of the Certificate of Divisional Merger, the Aldrich Pump (TX) Certificate of Formation or the New TTC (TX) Certificate of Formation have been filed but the Effective Time has not occurred, by filing with the Secretary one or more certificates of abandonment, as applicable. In the event of termination of this Plan of Divisional Merger and abandonment of the Divisional Merger, then this Plan of Divisional Merger will be void and of no further force or effect without liability on the part of any Person (as defined in Section 16).

15. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan of Divisional Merger. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Plan of Divisional Merger, refer to this Plan of Divisional Merger as a whole and not to any particular provision of this Plan of Divisional Merger. Any reference herein to any Law or Contract (as defined in Section 16) will be construed as referring to such Law or Contract as amended or modified or, in the case of a Law, codified or reenacted, in each case, in whole or in part, and as in effect from time to time. Unless specifically stated otherwise, all references to Sections, Schedules or Exhibits are to the Sections, Schedules and Exhibits of or to this Plan of Divisional Merger.

16. Definitions. Capitalized terms that are used in this Plan of Divisional Merger, including the Schedules, but that are not otherwise defined herein or in the Schedules have the following meanings:

(a) "Aldrich Pump/TTC Divisional Merger Support Agreement" means a Divisional Merger Support Agreement in the form attached hereto as Exhibit F, pursuant to which each of Aldrich Pump (TX) and New TTC (TX) will agree to be bound by the terms of this Plan of Divisional Merger, including Section 9 and Section 10.

(b) "Aldrich Pump/TTC Secondment Agreement" means a Secondment Agreement in the form attached hereto as Exhibit G, pursuant to which New TTC (TX) will second certain employees to Aldrich Pump (TX).

(c) "Aldrich Pump/TTC Services Agreement" means a Services Agreement in the form attached hereto as Exhibit H, pursuant to which New TTC (TX) will provide certain corporate services to Aldrich Pump (TX).

(d) "Books and Records" means all books, records, files, documents, data, strategic plans, papers, information and correspondence.

(e) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupments, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(f) "Common Interest and Confidentiality Agreement" means a Common Interest and Confidentiality Agreement in the form attached hereto as Exhibit I, pursuant to which each of Aldrich Pump (TX), New TTC (TX), Murray Boiler (TX) and New TUI (TX) will make agreements and covenants with the other parties in order to facilitate the exchange of Common Interest Information without the waiver of any Privilege attaching to such Common Interest Information.

(g) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee, understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(h) "Funding Assignment and Assumption Agreement" means an Assignment and Assumption Agreement in the form attached hereto as Exhibit J, pursuant to which Parent assigns to New TTC (TX), and New TTC (TX) assumes from Parent, Parent's obligations as payor, and Parent is released from its obligations under the Funding Agreement between Parent and the Company.

(i) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(j) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(k) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including those (i) arising or that may arise under any past, present, or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(l) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(m) "Losses" means losses, Liabilities, claims, damages, penalties, fines, judgments, awards, settlements, taxes, fees, costs and expenses, including reasonable attorneys' fees.

(n) "Murray Boiler (TX)" means Murray Boiler LLC, a Texas limited liability company and indirect subsidiary of New TTC (TX).

(o) "New TUI (TX)" means Trane U.S. Inc., a Texas corporation and indirect subsidiary of New TTC (TX).

(p) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(q) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(r) "Privileges" means all privileges or immunities that may be asserted under applicable Law, including the attorney-client privilege, work-product privilege and any other privilege or immunity.

(s) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Plan of Divisional Merger to be duly executed as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

[Signature Page to Plan of Divisional Merger of Trane Technologies Company LLC]

EXHIBIT A

Certificate of Divisional Merger

See attached.

CERTIFICATE OF DIVISIONAL MERGER

OF

TRANE TECHNOLOGIES COMPANY LLC

(TEXAS)

May 1, 2020

This CERTIFICATE OF DIVISIONAL MERGER is being duly executed and filed by the undersigned to effect the divisional merger (the "Divisional Merger") of TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company, into two new Texas limited liability companies, pursuant to Chapter 4 and Sections 3.006, 10.151 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

Merging Entity Information

1. The name of the domestic filing entity that is dividing itself is Trane Technologies Company LLC (the "Company").

2. The address of the principal place of business of the Company is 800-E Beaty Street, Davidson, North Carolina 28036.

3. The Company is organized as a Texas limited liability company.

4. Pursuant to a plan of merger approved by the sole member of the Company on the date hereof (the "Plan of Divisional Merger"), the Company will not survive the Divisional Merger.

Plan of Merger

5. In lieu of providing the Plan of Divisional Merger, the Company certifies that:

(a) A signed Plan of Divisional Merger is on file at the principal place of business of each new domestic entity created pursuant to the Plan of Divisional Merger, and the address of such principal place of business is provided in this Certificate of Divisional Merger.

(b) On written request, a copy of the Plan of Divisional Merger will be furnished without cost by each new domestic entity to any owner or member of any domestic entity that is a party to or created by the Plan of Divisional Merger.

(c) Because the Company will not survive the Divisional Merger, no amendments to the certificate of formation of the Company are effected by the Divisional Merger.

(d) The name, jurisdiction of organization, principal place of business address and entity description of each entity to be created pursuant to the Plan of Divisional Merger are as follows:

(i) A new Texas limited liability company named Aldrich Pump LLC ("Aldrich Pump (TX)") will be created pursuant to the Plan of Divisional Merger.

(ii) The address of the principal place of business of Aldrich Pump (TX) is 800-E Beaty Street, Davidson, North Carolina 28036.

(iii) A new Texas limited liability company named Trane Technologies Company LLC ("New TTC (TX)") will be created pursuant to the Plan of Divisional Merger.

(iv) The address of the principal place of business of New TTC (TX) is 800-E Beaty Street, Davidson, North Carolina 28036.

(e) The certificate of formation of each of Aldrich Pump (TX) and New TTC (TX) is being filed with the Secretary of State of the State of Texas along with this Certificate of Divisional Merger.

Approval of Plan of Merger

6. The Plan of Divisional Merger has been approved as required by the TBOC and other applicable laws of the jurisdiction of formation and by the governing documents of the Company.

Effectiveness of Filing

7. This Certificate of Divisional Merger and the Divisional Merger will be effective as of 10:00 a.m. Central Time, on May 1, 2020.

Tax Certificate

8. In lieu of the Company providing a tax certificate from the Texas Comptroller of Public Accounts, New TTC (TX) will be liable for the payment of any franchise taxes of the Company required in the State of Texas.

[Signature Page Follows]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are correct and that the person signing is authorized under the provisions of the TBOC to execute this Certificate of Divisional Merger. The undersigned has duly executed this Certificate of Divisional Merger as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

EXHIBIT B

Aldrich Pump (TX) Certificate of Formation

See attached.

CERTIFICATE OF FORMATION

OF

ALDRICH PUMP LLC

(TEXAS)

May 1, 2010

This CERTIFICATE OF FORMATION is being duly executed and filed by the undersigned to form ALDRICH PUMP LLC, a Texas limited liability company (the "Company"), under a plan of divisional merger, pursuant to Chapter 4 and Sections 3.006 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

ARTICLE I
ENTITY NAME AND TYPE

The name of the filing entity being formed is Aldrich Pump LLC. The filing entity being formed is a limited liability company.

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

The Company's initial registered agent is Corporation Service Company, d/b/a CSC-Lawyers Incorporating Service Company, who has consented to serve as the registered agent of the Company pursuant to Section 5.2011 of the TBOC, which consent is included in the Company's permanent records. The business address of both the registered agent and the Company's initial registered office is 211 East 7th Street, Suite 620 Austin, Texas 78701-3218, Travis County.

ARTICLE III
GOVERNING AUTHORITY

The Company will have managers. The name and address of each initial manager of the Company are as follows:

Name	Address
Amy Roeder	c/o Aldrich Pump LLC 800-E Beaty Street, Davidson, North Carolina 28036
Manlio Valdes	c/o Aldrich Pump LLC 800-E Beaty Street, Davidson, North Carolina 28036

Robert Zafari

c/o Aldrich Pump LLC
800-E Beaty Street,
Davidson, North Carolina 28036

ARTICLE IV
PURPOSE

The purpose for which the Company is formed is for the transaction of any and all lawful purposes for which limited liability companies may be organized under the TBOC.

ARTICLE V
EFFECTIVENESS OF FILING

This Certificate of Formation and the formation of the Company will be effective as of 10:00 a.m., Central Time, on May 1, 2020.

ARTICLE VI
FORMATION UNDER PLAN OF MERGER

The Company is being formed under a plan of divisional merger pursuant to Section 3.006 and Chapter 10 of the TBOC.

[Signature Page Follows]

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of materially false or fraudulent instruments and certifies under penalty of perjury that the undersigned is authorized to execute this Certificate of Formation. The undersigned has duly executed this Certificate of Formation as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

EXHIBIT C

New TTC (TX) Certificate of Formation

See attached.

CERTIFICATE OF FORMATION

OF

TRANE TECHNOLOGIES COMPANY LLC

(TEXAS)

May 1, 2020

This CERTIFICATE OF FORMATION is being duly executed and filed by the undersigned to form TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company (the "Company"), under a plan of divisional merger pursuant to Chapter 4 and Sections 3.006 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

ARTICLE I
ENTITY NAME AND TYPE

The name of the filing entity being formed is Trane Technologies Company LLC. The filing entity being formed is a limited liability company.

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

The Company's initial registered agent is Corporation Service Company, d/b/a CSC-Lawyers Incorporating Service Company, who has consented to serve as the registered agent of the Company pursuant to Section 5.2011 of the TBOC, which consent is included in the Company's permanent records. The business address of both the registered agent and the Company's initial registered office is 211 East 7th Street, Suite 620 Austin, Texas 78701-3218, Travis County.

ARTICLE III
GOVERNING AUTHORITY

The Company will have managers. The names and addresses of the initial managers of the Company are as follows:

Name	Address
Christopher J. Kuehn	c/o Trane Technologies Company LLC 800-E Beaty Street, Davidson, North Carolina 28036
Michael W. Lamach	c/o Trane Technologies Company LLC 800-E Beaty Street, Davidson, North Carolina 28036

Evan M. Turtz

c/o Trane Technologies Company LLC
800-E Beaty Street,
Davidson, North Carolina 28036

ARTICLE IV
PURPOSE

The purpose for which the Company is formed is for the transaction of any and all lawful purposes for which limited liability companies may be organized under the TBOC.

ARTICLE V
EFFECTIVENESS OF FILING

This Certificate of Formation and the formation of the Company will be effective as of 10:00 a.m., Central Time, on May 1, 2020.

ARTICLE VI
FORMATION UNDER PLAN OF MERGER

The Company is being formed under a plan of divisional merger pursuant to Section 3.006 and Chapter 10 of the TBOC.

[Signature Page Follows]

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of materially false or fraudulent instruments and certifies under penalty of perjury that the undersigned is authorized to execute this Certificate of Formation. The undersigned has duly executed this Certificate of Formation as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

EXHIBIT D

Aldrich Pump (TX) Limited Liability Company Agreement

See attached.

LIMITED LIABILITY COMPANY AGREEMENT

OF

ALDRICH PUMP LLC

a Texas limited liability company

This LIMITED LIABILITY COMPANY AGREEMENT of ALDRICH PUMP LLC is declared and entered into by the undersigned, and shall be effective as of May 1, 2020 (the "Effective Date").

ARTICLE I
DEFINITIONS

1.01 **Specific Definitions**. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled By or Under Common Control with, such Person.

"Agreement" means this Limited Liability Company Agreement (including any schedules, exhibits or attachments hereto) as amended, supplemented or modified from time to time.

"Assistant Secretary" shall have the meaning set forth in Section 3.04(c)(v).

"Assistant Treasurer" shall have the meaning set forth in Section 3.04(c)(iv).

"Associate" means, when used to indicate a relationship with a Person: (i) an entity or organization for which the Person (A) is a director, general partner, member, manager or officer or (B) beneficially owns, directly or indirectly, either individually or through an Affiliate, 10 percent or more of a class of voting ownership interests or similar securities of the entity or organization; (ii) a trust or estate in which the Person has a substantial beneficial interest or for which the Person serves as trustee or in a similar fiduciary capacity; (iii) the Person's spouse or a relative of the Person related by consanguinity or affinity who resides with the Person; or (iv) a director, general partner, member, manager, officer or Affiliate of the Person.

"Bankruptcy" means bankruptcy under any section or chapter of title 11 of the United States Code, as amended, or under any similar law or statute of the United States or any state thereof.

"Board of Managers" shall have the meaning set forth in Section 3.01.

"Certificate" shall have the meaning set forth in Section 2.01.

"CFO" shall have the meaning set forth in Section 3.04(c)(ii).

"Chief Legal Officer" shall have the meaning set forth in Section 3.04(c)(vi).

"Code" means Internal Revenue Code of 1986, as amended.

"Company" means Aldrich Pump LLC, a Texas limited liability company.

"Controlling" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, through the ownership of voting securities, by contract or otherwise. The terms "Controlled By" and "Under Common Control" have correlative meanings.

"Covered Person" shall have the meaning set forth in Section 3.09(a).

"Disposition" means any sale, assignment, transfer, exchange, grant, hypothecation or other transfer (including a transfer by operation of law), absolute or as an Encumbrance.

"Effective Date" shall have the meaning set forth in the Preamble.

"Encumbrance" means any mortgage, security interest, lien, pledge, equitable interest, easement, option, right of first refusal or a restriction or interest similar to any of the foregoing of any kind.

"Legal Requirement" means any order, constitution, law, ordinance, regulation, statute or treaty issued by any federal, state, local, municipal, foreign, international or multinational governmental, administrative or judicial body or any principle of common law, in each case binding on or affecting the referenced Person.

"Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than 50% of the Percentage Interests of all Members, or in the event the Company has a single Member, the sole Member.

"Manager" means a member of the Board of Managers.

"Members" means the Persons identified as currently being a Member on Schedule I (Member Register) and all other Persons admitted as additional or substituted Members pursuant to this Agreement from time to time, in each case so long as they remain Members. Reference to a "Member" means any one of the Members if there is more than one or the sole Member if there is only one.

"Membership Interest" means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member's Percentage Interest in the Company's profits, losses, allocations and distributions pursuant to this Agreement and the TBOC, (ii) such Member's right to vote or grant or withhold consents with respect to Company matters as provided in this Agreement and the TBOC and (iii) such Member's other rights and privileges as provided in this Agreement and the TBOC.

"Officers" shall have the meaning set forth in Section 3.04(a).

"Percentage Interest" means a Member's share of the profits and losses of the Company and the Member's percentage right to receive distributions of the Company's assets. The

Percentage Interest of each Member shall be the percentage set forth opposite such Member's name on Schedule I, as such Schedule shall be amended from time to time in accordance with the provisions of this Agreement. The combined Percentage Interest of all Members shall at all times equal 100%.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity, association or governmental body.

"President" shall have the meaning set forth in Section 3.04(c)(i).

"Property" means any property, real or personal, tangible or intangible, including cash, and any legal or equitable interest in such property.

"Secretary" shall have the meaning set forth in Section 3.04(c)(v).

"Secretary of State" shall mean the Secretary of State of the State of Texas.

"TBOC" means the Texas Business Organizations Code as it may be amended, revised or supplemented from time-to-time.

"Treasurer" shall have the meaning set forth in Section 3.04(c)(iv).

"Vice President" shall have the meaning set forth in Section 3.04(c)(iii).

1.02 **Interpretation**. Unless the context shall require otherwise:

(a) Words importing the singular number or plural number shall include the plural number and singular number respectively;

(b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;

(c) References to "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

(d) Reference in this Agreement to "herein," "hereby" or "hereunder," or any similar formulation, shall be deemed to refer to this Agreement as a whole, including the schedules and exhibits hereto;

(e) References to documents and agreements shall include such documents and agreements as amended from time to time; and

(f) The headings of this Agreement are for reference only and shall not be deemed to form a part of the text or be used in the construction or interpretation of this Agreement. Unless otherwise indicated, all references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement.

ARTICLE II
FORMATION

2.01 **Formation**. The Company was formed as a Texas limited liability company by filing a certificate of formation (the "Certificate") with the Secretary of State, along with the filing with the Secretary of State of a Certificate of Divisional Merger pursuant to which Trane Technologies Company LLC, a Texas limited liability company, effected a divisional merger pursuant to which the Company was created.

2.02 **Name**. The Company will conduct its business under the name set forth in the first paragraph of this Agreement or such other names as the Board of Managers may select from time to time that comply with applicable Legal Requirements.

2.03 **Purpose**. The purpose of the Company is to transact any and all lawful business for which a limited liability company may be formed under the TBOC and any other business or activity (including obtaining appropriate financing) that now or in the future may be necessary, incidental, proper, advisable or convenient to accomplish the foregoing purposes as determined by the Board of Managers and that is not forbidden by any Legal Requirement.

2.04 **Principal Office in the United States; Other Offices**. The principal office of the Company in the United States shall be at 800-E Beaty Street, Davidson, North Carolina 28036, or at such other place as the Board of Managers may designate from time to time, which need not be in the State of Texas. The Company may have such other offices as the Board of Managers or any appropriate Officer designates from time to time.

2.05 **Registered Agent and Office**. The Company's registered agent for the service of process and the registered office shall be as reflected in the Certificate. The Board of Managers, from time to time, may change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the address of the registered office shall change, the Board of Managers shall promptly designate a replacement registered agent or file a notice of change of address.

2.06 **Term**. The term of the Company shall be perpetual until dissolved and its affairs wound up in accordance with this Agreement.

2.07 **Effect of Inconsistencies with the TBOC**. The Members intend to be governed by this Agreement even when it is inconsistent with, or different than, the non-mandatory provisions of the TBOC, or any other non-mandatory Legal Requirement and the TBOC shall govern those circumstances not addressed by this Agreement. To the extent any provision of this Agreement is prohibited by or conflicts with the TBOC or other Legal Requirement, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective. In the event the TBOC or other Legal Requirement is subsequently amended or interpreted in such a way to make valid any provision of this Agreement that was formerly invalid, the provision shall be deemed valid from the effective date of such interpretation or amendment.

2.08 **Authorized Persons**. The Managers, the Officers and any person authorized in writing by any of them shall each be authorized to act on behalf of the Company in regard to a

"filing instrument" within the meaning of the TBOC as permitted by the TBOC. Any Manager or Officer may execute, deliver and file any certificates (and any amendments or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

2.09 **Title to Company Property**. All of the Company's Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such Property in such Member's individual name or right. The Company shall hold all of its Property in the name of the Company and not in the name of any Member.

2.10 **Certificates**. The Company shall not elect to treat any of its Membership Interests as a "security" under Section 8-103 of the Uniform Commercial Code as is in effect in the State of Texas or any other applicable jurisdiction, or elect to turn its uncertificated Membership Interests into certificated Membership Interests.

ARTICLE III
MANAGEMENT OF THE COMPANY

3.01 **Management by Board of Managers**. Except as otherwise set forth herein, the management and control of the business and affairs of the Company shall be vested in a governing board (the "Board of Managers"). The Board of Managers shall be comprised of between one and three individuals as determined by the Members, and the Members shall elect the members of the Board of Managers from time to time. The Members, in their sole discretion, may remove any Manager or the entire Board of Managers at any time with or without cause. If a vacancy occurs on the Board of Managers, the Members may elect a successor or leave vacant the position.

3.02 **Authority and Duties of the Board of Managers and Officers**. Subject to the terms of this Agreement and any applicable Legal Requirement, the Board of Managers shall have full power and authority to conduct, manage and control the business of the Company through the Officers. Except to the extent provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and fiduciary duty of care similar to those of directors and officers of for-profit corporations under the TBOC.

3.03 **Actions of the Board of Managers**.

(a) **Meetings**. Meetings of the Board of Managers may be held at any time upon the call of the President or any Manager by providing at least two business days' notice to each Manager, unless such notice is waived by all of the Managers. A quorum shall exist for any meeting of the Board of Managers if half or more of the Managers are in attendance. Attendance at a meeting shall constitute a waiver of notice of the meeting by the Manager, unless the Manager attends the meeting for the sole purpose of objecting to the lack of proper notice of the meeting. The Managers may participate in and hold meetings by means of conference telephone, video conference or similar communications equipment whereby all persons participating in the meeting can hear each other.

(b) **Required Vote; Action by Written Consent**. Any and all actions of the Board of Managers shall be taken by the affirmative vote of a simple majority of the Managers in

attendance. In lieu of acting at a meeting and without notice, the Board of Managers may act by the written consent of a simple majority of the Managers.

3.04 **Officers**.

(a) **Generally**. The Board of Managers may appoint employees or agents as officers from time to time (the "Officers"). The Officers shall be responsible for implementing the decisions of the Board of Managers and for conducting the day-to-day activities of the Company as determined by the Board of Managers. The Board of Managers may from time to time set the limits of authority of the President and other Officers, including limits regarding operating expenditures, capital expenditures, incurrence of debt, commencement or settlement of litigation and compensation of Officers and employees. Any number of offices may be held by the same Person.

(b) **Appointment; Vacancies; Removal**. All Officers of the Company shall hold office until their successors are appointed or until their earlier death, resignation or removal. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of Officers, or otherwise, the same may be filled by the Board of Managers. In the discretion of the Board of Managers, any Officer position may be left vacant. Any Officer appointed by the Board of Managers may be removed with or without cause at any time in the sole discretion of the Board of Managers. Such removal may be with or without prejudice to the contract rights, if any, of the Person so removed. Appointment of an Officer shall not of itself create contract rights.

(c) **Officers; Delegation by Board of Managers**. To the extent the Board of Managers appoints the following Officers, such Officers shall have the powers and duties set forth below unless otherwise provided by the Board of Managers from time to time. Such other Officers as the Board of Managers may appoint shall perform the duties and have the powers as from time to time may be assigned to them by the Board of Managers. The Board of Managers from time to time may delegate any of its powers and duties to any Officer, employee or agent of the Company, including the power of delegation, for whatever period of time necessary or desirable.

(i) **President**. The president (the "President") shall have responsibility for the general and active day-to-day management of the business of the Company and shall carry out all orders and resolutions of the Board of Managers. The President may sign deeds, mortgages, bonds, contracts or other instruments, except in cases where the execution thereof shall be expressly delegated by the Board of Managers or by this Agreement to some other Officer or agent of the Company, or shall be required by Legal Requirement to be otherwise executed. The President shall also perform such other duties and may exercise such other powers as may be assigned by this Agreement or prescribed by the Board of Managers from time to time.

(ii) **Chief Financial Officer**. The Chief Financial Officer (the "CFO") shall have custody of the funds of the Company as may be entrusted to his keeping and account for the same. The CFO shall be prepared at all times to

give information as to the financial condition of the Company. The CFO shall also generally exercise such other powers and perform such other duties as the President delegates and the Board of Managers prescribes from time-to-time. The duties of the CFO may also be performed by the Treasurer or any Assistant Treasurer appointed by the Board of Managers from time-to-time.

(iii) **Vice Presidents**. Any vice president (each a "Vice President"), in the order of seniority unless otherwise determined by the Board of Managers, shall in the absence or disability of the President perform the duties and exercise the powers of the President. Each Vice President shall perform the usual and customary duties that pertain to such office. Each Vice President shall generally assist the President by executing deeds, mortgages, bonds, contracts or other instruments, except in cases where the execution thereof shall be expressly and exclusively delegated by the Board of Managers or this Agreement to some other Officer or agent of the Company or shall be required by Legal Requirement to be otherwise executed. Each Vice President shall also generally exercise such other powers and perform such other duties as are delegated to him by the President, as the Board of Managers may further prescribe from time to time, or are indicated by the specific title given to such Vice President upon his or her appointment.

(iv) **Treasurer**. The treasurer (the "Treasurer") shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Managers. The Treasurer shall have the authority to sign and issue surety bonds on behalf of the Company, except in cases where the execution thereof shall be expressly and exclusively delegated by the Board of Managers or this Agreement to some other Officer or agent of the Company or shall be required by Legal Requirement to be otherwise executed. The duties of the Treasurer may be performed by any assistant treasurer (an "Assistant Treasurer") appointed by the Board of Managers from time to time. The duties of such Assistant Treasurers may be specified or limited by the specific title given to such Assistant Treasurer upon his or her appointment.

(v) **Secretary**. The secretary (the "Secretary") shall perform such duties as may be prescribed by the President, under whose supervision he or she shall be. The Secretary shall have custody of the seal of the Company, if any, and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by the signature of the Secretary. The Board of Managers or President may give general authority to any other Officer to affix the seal of the Company and to attest the affixing by his or her signature. The Secretary shall ensure that all books, reports, statements, certificates and other documents and records required by Legal Requirement to be kept or filed are properly kept or filed, as the case may be. The duties of the Secretary may be performed by any assistant secretary (an "Assistant Secretary") appointed by the Manager from time to time. The duties of such Assistant Secretaries may be

specified or limited by the specific title given to such Assistant Secretary upon his or her appointment. The Secretary shall also generally exercise such other powers and perform such other duties as are delegated to him or her by the President and as the Board of Managers may further prescribe from time to time.

(vi) **Chief Legal Officer**. The Chief Legal Officer (the "Chief Legal Officer") shall perform such duties as may be prescribed by the Board of Managers or the President, under whose supervision he shall be. The Chief Legal Officer shall perform the usual and customary duties that pertain to such office and generally exercise such other powers and perform such other duties as are delegated to him by the President and as the Board of Managers may further prescribe from time-to-time. The Chief Legal Officer shall generally assist the President by executing deeds, mortgages, bonds, contracts or other instruments, except in cases where the execution thereof shall be expressly and exclusively delegated by the Board of Managers or this Agreement to some other Officer or agent of the Company or shall be required by Legal Requirement to be otherwise executed.

3.05 **Voting Securities Owned by the Company**. Any Officer may execute on behalf of the Company any contracts, powers of attorney, proxies, waivers of notice of meeting, consents and other instruments any of which relate to securities or partnership or other interests owned or held by the Company. Any Officer may, on behalf of the Company, vote in person or by proxy any interest of any entity in which the Company owns securities or holds other interests and at any meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities or other interests, including delegating like powers upon any other Person.

3.06 **Compensation and Expenses**. Except as provided in this Agreement or as approved by the Board of Managers or, in the event the Board of Managers has a single Manager, the Members, no Manager shall receive any salary, fee or other remuneration for services rendered to or on behalf of the Company or otherwise in his capacity as a Manager. Any Manager who is not an officer or employee of the Company or any of its Affiliates shall receive remuneration for services rendered to or on behalf of the Company or otherwise in his capacity as Manager as approved by the Board of Managers, or in the event the Board of Managers has a single Manager, the Members. Each Manager shall be reimbursed for all proper, direct expenses he or she reasonably incurs on behalf of the Company in performing his or her duties as a Manager either (a) in the Company's sole discretion (as determined by the Board of Managers or, in the event the Board of Managers has a single Manager, the Members) or (b) if such expenses are pre-approved in writing, in either event upon submission of appropriate and all other reasonably requested documentation.

3.07 **Other Activities of the Members and Agreements with Related Parties**. Subject to the provisions of any other agreement binding upon a Member, each Member, in its individual capacity or otherwise, will be free to engage in, to conduct or to participate in any business or activity whatsoever without any accountability, liability or obligation to the Company or, if then applicable, to any other Member, even if such business or activity competes with or is enhanced by the business of the Company. The Board of Managers, in the exercise of

its power and authority under this Agreement, may contract and otherwise deal with or otherwise obligate the Company to entities in which a Member may have an ownership or other financial interest.

3.08 **Indemnification; Exculpation**.

(a) **General**. Every Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such Person is, or was at the time of the alleged event giving rise to a claim for indemnity, (i) a Member, Manager or Officer, (ii) an Affiliate of a Member, (iii) an employee, agent, fiduciary or trustee of the Company, (iv) an officer, director, manager, employee, agent, fiduciary or trustee of a Member or (v) serving at the request of the Company or a Person it Controls (directly or indirectly) as an officer, director, manager, employee, agent, fiduciary or trustee of another Person (each a "Covered Person") (except a Covered Person shall not include a Person providing on a fee-for-service basis trustee, fiduciary or custodial services), shall be indemnified by the Company against any and all reasonable costs and expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by the Covered Person in connection with such action, suit or proceeding if the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Covered Person's conduct was unlawful. The resolution of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, shall not, of itself, create a presumption that the Covered Person had reasonable cause to believe that the Covered Person's conduct was unlawful.

(b) **Advances**. Expenses (including attorneys' fees) incurred by a Covered Person with respect to any action, suit or proceeding of the nature described in the preceding paragraph may be paid by the Company, in the sole discretion of the Board of Managers, and, if such Covered Person is a Member, Manager or Officer, then such expenses shall be paid by the Company, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Covered Person to repay such amount if it shall ultimately be determined that the Covered Person is not entitled to be indemnified by the Company as authorized in this Section 3.08. In addition, the Company may elect at any time to discontinue advancing expenses to a Covered Person (other than a Member, Manager or Officer) if such advancement is determined by the Company, in its sole discretion, not to be in the best interest of the Company.

(c) **Indemnity Limited to Assets**. Indemnification under this Section 3.08 shall be made only out of the assets of the Company. Neither any Member nor any Manager shall be personally liable for such indemnification, and they shall have no obligation to contribute or loan any monies or Property to the Company to enable it to provide such indemnification.

(d) **Insurance**. The Company may purchase and maintain (or reimburse any Member or its Affiliates the cost of) insurance on behalf of any Covered Person, and any other Person that the Board of Managers determines, against any liability that may be asserted against or expense that may be incurred by such Persons in connection with the Company's activities or such Persons' activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Persons against such liability or expense under this Agreement.

(e) **Other Contracts and Procedures**. The Company may enter into indemnity contracts with Covered Persons and such other Persons as the Board of Managers shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 3.08 and containing such other procedures regarding indemnification as are appropriate.

(f) **Exculpation**. Notwithstanding anything in this Agreement to the contrary, to the full extent permitted by the TBOC or any other applicable Legal Requirement currently or hereafter in effect, no Member, Manager or Officer will be personally liable to the Company or any Member, Manager or Officer for or with respect to any act or omission by such Member, Manager or Officer in such capacity. Any elimination or modification of this Section 3.08(f) will not adversely affect any right or protection of a Member, Manager or Officer existing prior to such elimination or modification.

3.09 **Approval of Certain Contracts and Transactions**.

(a) This Section 3.09 applies to a contract or transaction between the Company and (i) one or more Managers or Officers, or one or more Affiliates or Associates of one or more Managers or Officers, or (ii) an entity or organization in which one or more Managers or Officers, or one or more Affiliates or Associates of one or more Managers or Officers, is (A) a director, general partner, member, manager or officer or (B) has a financial interest.

(b) The Company may enter into a contract or transaction described in Section 3.09(a) if one of the following conditions is satisfied:

(i) the material facts as to the relationship or interest described in Section 3.09(a) and as to the contract or transaction are disclosed to or known by the Board of Managers and the Board of Managers in good faith authorizes the contract or transaction by the approval of a majority of the disinterested Managers or, if there is only one disinterested Manager, the sole disinterested Manager, regardless of whether the disinterested Managers or Manager constitutes a quorum; or

(ii) the material facts as to the relationship or interest described in Section 3.09(a) and as to the contract or transaction are disclosed to or known by the Members and the Members in good faith approve the contract or transaction by vote of the Members; or

(iii) the contract or transaction is fair to the Company when the contract or transaction is authorized, approved or ratified by the Board of Managers or the Members.

(c) Interested Managers may be included in determining the presence of a quorum at a meeting of the Board of Managers that authorizes the contract or transaction.

(d) A Person who has the relationship or interest described in Section 3.09(a) may (i) be present at or participate in and, if the Person is a Manager, may vote at a meeting of the Board of Managers that authorizes the contract or transaction or (ii) sign, in the Person's capacity as a Manager, a written consent of the Board of Managers to authorize the contract or transaction.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE MEMBERS

4.01 **Limitation of Liability**. Except as provided by the provisions of the TBOC that may not be modified by this Agreement or waived under any Legal Requirement, no Member shall be liable for any obligation of the Company solely by reason of being or acting as a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the TBOC shall not be grounds for imposing liability on a Member for liabilities of the Company.

4.02 **Compensation of the Members**. A Member shall be reimbursed for all proper, direct expenses it reasonably incurs on behalf of the Company in performing its duties as a Member upon delivery by such Member to the Company of a detailed invoice (including amounts paid to any Person to perform services for the Company).

4.03 **Profits and Losses; Distributions**. Subject to the Code, if the Company has more than one Member under the Code, each item of income, gain, loss, deduction or credit of the Company, for each fiscal year of the Company, shall be allocated among the Members in proportion to their respective Percentage Interests. Except as prohibited by provisions of the Act that may not be modified by this Agreement or waived under applicable Legal Requirements, the Company may make distributions as determined by and in the sole discretion of the Members; notwithstanding the foregoing, no distribution shall be made if such distribution would violate Section 101.204 or Section 101.205 of the TBOC or any other applicable Legal Requirement.

ARTICLE V
MEETINGS OF THE MEMBERS

5.01 **No Required Meetings**. The Members may, but shall not be required to, hold annual, periodic or other formal meetings.

5.02 **Action by the Members**. Action required or permitted to be taken at a meeting of the Members may be taken without a meeting and without notice if the action is evidenced by a written consent, approval or resolution describing the action taken. All decisions of the Members, whether at a meeting or by written consent, approval or resolution, must be made or taken by a Majority in Interest of the Members.

ARTICLE VI
BOOKS AND RECORDS

6.01 **Maintenance of Books and Records**. The Company may maintain at its principal office, separate books of account for the Company that include a record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the conduct of the Company and the operation of its business in accordance with this Agreement.

6.02 **Access to Books, Records, etc**. A Member or any of its agents or representatives, at such Member's own expense and upon reasonable notice during normal business hours, may visit and inspect any of the properties of the Company (subject to reasonable safety requirements) and examine and audit any information it may reasonably request and make copies of and abstracts from the financial and operating records and books of account of the Company and its subsidiaries and copies of any other documents relating to the businesses of the Company and its subsidiaries, and discuss the affairs, finances and accounts of the Company and its subsidiaries with any Manager, any other Member, any Officer and the independent accountants of the Company, if any, all at such reasonable times and as often as such Member or any of its agents or representatives may reasonably request.

6.03 **Reliance on Documents and Reports**. The appropriate Officer shall cause to be prepared and to be delivered to the Members by the Company any other reports or information regarding the Company or its subsidiaries that a Majority in Interest of the Members requests. The Board of Managers shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its Members, Officers or employees, or by any other Person as to matters the Board of Managers reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company (including, without limitation, information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid). In addition, the Board of Managers may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors selected by them, and any opinion of any such Person as to matters which the Board of Managers reasonably believes to be within such Person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Board of Managers in good faith and in accordance with such opinion.

ARTICLE VII
DISPOSITION OF MEMBERSHIP INTERESTS AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

7.01 **Disposition**. A Member may effect a Disposition of all or a portion of its Membership Interest either voluntarily or by operation of law. Notwithstanding any provision of the TBOC to the contrary, upon the Disposition of a Membership Interest, the transferee shall be admitted immediately as a Member without further action upon the completion of the

Disposition. Upon the transfer of all of a Member's Membership Interest (other than the transfer of an Encumbrance), the transferring Member shall cease to be a Member and, to the fullest extent permitted by Legal Requirements, shall have no further rights or obligations under this Agreement, except that the transferring Member shall have the right to such information as may be necessary for the computation of the transferring Member's tax liability. In connection with a Disposition of all of the Membership Interests in the Company, the transferee shall be admitted as a Member immediately before the transferring Member ceases to be a Member and the Company shall continue without dissolution.

7.02 **Admission of Additional Members**. The Members may admit additional Members from time to time and determine the capital contributions to be made by such additional Members.

7.03 **Member Register**. Schedule I will be updated by the Secretary or any Assistant Secretary for the name, business address and Percentage Interest of each additional or substituted Member of the Company, and any such update will not be considered to be an "amendment" of this Agreement.

ARTICLE VIII
DISSOLUTION AND WINDING UP

8.01 **Dissolution**. The Company shall be dissolved and its affairs wound up, only upon the first to occur of the following: (a) the written consent of a Majority in Interest of the Members; (b) the termination of the legal existence of the last remaining Member or the occurrence of any other event that terminates the continued membership of the last remaining Member in the Company unless the business of the Company is continued in a manner permitted by this Agreement or the TBOC; or (c) the entry of a decree of judicial dissolution under Section 11.301 of the TBOC that has become final. Anything in this Agreement to the contrary notwithstanding, the Bankruptcy of a Member shall not cause such Member to cease to be a Member and upon the occurrence of a Bankruptcy of a Member, the business of the Company shall continue without dissolution. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate as provided in the TBOC.

8.02 **Effect of Dissolution**. Upon dissolution, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets (with sufficient time allowed to minimize the losses normally associated with liquidation) and satisfying the claims of its creditors and the Members, and neither the Board of Managers nor any Member shall take any action with respect to the Company that is inconsistent with the winding up of the Company's business and affairs, until such time as the Company's Property has been distributed pursuant to this Section 8.02 and the existence of the Company has been terminated pursuant to the TBOC. The Officers, or, if there are none, the Managers, or, if there are none, the Members, shall be responsible for overseeing the winding up of the Company. The Persons winding up the Company shall take full account of the Company's Property and liabilities and shall cause as soon as reasonably practicable the Company's Property or the proceeds from the sale or disposition thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by any applicable Legal Requirement and notwithstanding anything in this Agreement to the contrary, in the following order (without duplication):

(a) First, to creditors, including Members and their Affiliates who are creditors to the extent otherwise permitted by Legal Requirement, in satisfaction of the liabilities of the Company (whether by payment, by the establishment of reserves of cash or other assets of the Company, or by other reasonable provision for payment), other than liabilities for distributions to Members and former Members under Sections 101.204 or 101.205 of the TBOC;

(b) Second, to Members and former Members in satisfaction of liabilities for distributions under Sections 101.204 or 101.205 of the TBOC; and

(c) Third, to the Members in proportion to their Percentage Interests.

8.03 **No Restoration of Capital Account**. In no event shall a Member be required to contribute additional capital to the Company, upon the liquidation of the Company or at any other time.

8.04 **Winding Up and Certificate of Termination**. The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Upon the completion of winding up of the Company, a certificate of termination shall be delivered to the Secretary of State for filing. The certificate of termination shall set forth the information required by the TBOC.

ARTICLE IX
MISCELLANEOUS

9.01 **Amendment**. This Agreement may be amended from time to time only by a written agreement executed by a Majority in Interest of the Members.

9.02 **Governing Law; Signatures and Records**. This Agreement and the rights and duties of the Members arising under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof that would call for the application of the laws of any other jurisdiction. Any signature on this Agreement, and any certificate or other document or agreement which the Company is authorized to issue or execute pursuant to this Agreement, may be a facsimile, a conformed signature or an electronically transmitted signature. Any consent, approval or resolution transmitted by electronic transmission by a Manager, Member or a Person or Persons authorized to act for a Member shall be deemed to be written and signed for purposes of this Agreement. Unless a Member expressly requests otherwise, all notices, disclosures, authorizations, acknowledgements and other documents required to be provided by any other Member or the Company or related to the Company, including its operation, governance and internal affairs, may be transmitted electronically to such Member. The Company may maintain a copy of this Agreement, all other information required to be maintained by the Act and all of its other records in electronic or any other non-written form that is capable of conversion into written form within a reasonable time.

9.03 **Rights of Creditors and Third Parties Under Agreement**. This Agreement is declared and entered into by the Members for the exclusive benefit of the Company, the Members, the Managers and their successors and assignees, and is not intended for the benefit of

any creditor of the Company or any other Person. Except and only to the extent required by a Legal Requirement, no such creditor or other Person shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any capital contribution.

9.04 **Successors and Assigns**. This Agreement shall be binding upon and benefit the Members and their successors and assigns.

9.05 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of its other provisions. Following a determination by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable, the Members shall negotiate in good faith new provisions that, as far as legally possible, most nearly reflect the intent of the Members originally expressed herein and that restore this Agreement as nearly as possible to its original intent and effect.

9.06 **Entire Agreement**. This Agreement represents the entire declaration and agreement by the Members.

9.07 **Construction**. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

[Signature Page Follows]

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the Effective Date.

TRANE TECHNOLOGIES HOLDCO INC., a Delaware corporation

By: _____
Evan M. Turtz
President and Secretary

SCHEDULE I – MEMBER REGISTER

Limited Liability Company Agreement
of
Aldrich Pump LLC (a Texas limited liability company)

Member Name and Address	Percentage Interest	Dates of Admission/Departure
Trane Technologies HoldCo Inc. (a Delaware corporation) **800-E Beaty Street** **Davidson, NC 28036** Received interest upon formation in connection with the divisional merger of Trane Technologies Company LLC, a Texas limited liability company, into two newly created Texas limited liability companies, one of which was the Company	100%	May 1, 2020

EXHIBIT E

New TTC (TX) Limited Liability Company Agreement

See attached.

LIMITED LIABILITY COMPANY AGREEMENT

OF

TRANE TECHNOLOGIES COMPANY LLC

a Texas limited liability company

This LIMITED LIABILITY COMPANY AGREEMENT of TRANE TECHNOLOGIES COMPANY LLC is declared and entered into by the undersigned, and shall be effective as of May 1, 2020 (the "Effective Date").

ARTICLE I
DEFINITIONS

1.01 **Specific Definitions**. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled By or Under Common Control with, such Person.

"Agreement" means this Limited Liability Company Agreement (including any schedules, exhibits or attachments hereto) as amended, supplemented or modified from time to time.

"Assistant Secretary" shall have the meaning set forth in Section 3.04(c)(iv).

"Assistant Treasurer" shall have the meaning set forth in Section 3.04(c)(iii).

"Bankruptcy" means bankruptcy under any section or chapter of title 11 of the United States Code, as amended, or under any similar law or statute of the United States or any state thereof.

"Board of Managers" shall have the meaning set forth in Section 3.01.

"Certificate" shall have the meaning set forth in Section 2.01.

"Code" means Internal Revenue Code of 1986, as amended.

"Company" means Trane Technologies Company LLC, a Texas limited liability company.

"Controlling" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, through the ownership of voting securities, by contract or otherwise. The terms "Controlled By" and "Under Common Control" have correlative meanings.

"Covered Person" shall have the meaning set forth in Section 3.08(a).

"Disposition" means any sale, assignment, transfer, exchange, grant, hypothecation or other transfer (including a transfer by operation of law), absolute or as an Encumbrance.

"Effective Date" shall have the meaning set forth in the Preamble.

"Encumbrance" means any mortgage, security interest, lien, pledge, equitable interest, easement, option, right of first refusal or a restriction or interest similar to any of the foregoing of any kind.

"Legal Requirement" means any order, constitution, law, ordinance, regulation, statute or treaty issued by any federal, state, local, municipal, foreign, international or multinational governmental, administrative or judicial body or any principle of common law, in each case binding on or affecting the referenced Person.

"Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than 50% of the Percentage Interests of all Members, or in the event the Company has a single Member, the sole Member.

"Manager" means a member of the Board of Managers.

"Members" means the Persons identified as currently being a Member on Schedule I (Member Register) and all other Persons admitted as additional or substituted Members pursuant to this Agreement from time to time, in each case so long as they remain Members. Reference to a "Member" means any one of the Members if there is more than one or the sole Member if there is only one.

"Membership Interest" means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member's Percentage Interest in the Company's profits, losses, allocations and distributions pursuant to this Agreement and the TBOC, (ii) such Member's right to vote or grant or withhold consents with respect to Company matters as provided in this Agreement and the TBOC and (iii) such Member's other rights and privileges as provided in this Agreement and the TBOC.

"Officers" shall have the meaning set forth in Section 3.04(a).

"Percentage Interest" means a Member's share of the profits and losses of the Company and the Member's percentage right to receive distributions of the Company's assets. The Percentage Interest of each Member shall be the percentage set forth opposite such Member's name on Schedule I, as such Schedule shall be amended from time to time in accordance with the provisions of this Agreement. The combined Percentage Interest of all Members shall at all times equal 100%.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity, association or governmental body.

"President" shall have the meaning set forth in Section 3.04(c)(i).

"Property" means any property, real or personal, tangible or intangible, including cash, and any legal or equitable interest in such property.

"Secretary" shall have the meaning set forth in Section 3.04(c)(iv).

"Secretary of State" shall mean the Secretary of State of the State of Texas.

"TBOC" means the Texas Business Organizations Code as it may be amended, revised or supplemented from time-to-time.

"Treasurer" shall have the meaning set forth in Section 3.04(c)(iii).

"Vice President" shall have the meaning set forth in Section 3.04(c)(ii).

1.02 **Interpretation**. Unless the context shall require otherwise:

(a) Words importing the singular number or plural number shall include the plural number and singular number respectively;

(b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;

(c) References to "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

(d) Reference in this Agreement to "herein," "hereby" or "hereunder," or any similar formulation, shall be deemed to refer to this Agreement as a whole, including the schedules and exhibits hereto;

(e) References to documents and agreements shall include such documents and agreements as amended from time to time; and

(f) The headings of this Agreement are for reference only and shall not be deemed to form a part of the text or be used in the construction or interpretation of this Agreement. Unless otherwise indicated, all references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement.

ARTICLE II
FORMATION

2.01 **Formation**. The Company was formed as a Texas limited liability company by filing a certificate of formation (the "Certificate") with the Secretary of State, along with the filing with the Secretary of State of a Certificate of Merger pursuant to which Trane Technologies Company LLC, a Texas limited liability company, effected a divisional merger pursuant to which the Company was created.

2.02 **Name**. The Company will conduct its business under the name set forth in the first paragraph of this Agreement or such other names as the Board of Managers may select from time to time that comply with applicable Legal Requirements.

2.03 **Purpose**. The purpose of the Company is to transact any and all lawful business for which a limited liability company may be formed under the TBOC and any other business or activity (including obtaining appropriate financing) that now or in the future may be necessary, incidental, proper, advisable or convenient to accomplish the foregoing purposes as determined by the Board of Managers and that is not forbidden by any Legal Requirement.

2.04 **Principal Office in the United States; Other Offices**. The principal office of the Company in the United States shall be at 800-E Beaty Street, Davidson, North Carolina 28036, or at such other place as the Board of Managers may designate from time to time, which need not be in the State of Texas. The Company may have such other offices as the Board of Managers or any appropriate Officer designates from time to time.

2.05 **Registered Agent and Office**. The Company's registered agent for the service of process and the registered office shall be as reflected in the Certificate. The Board of Managers, from time to time, may change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the address of the registered office shall change, the Board of Managers shall promptly designate a replacement registered agent or file a notice of change of address.

2.06 **Term**. The term of the Company shall be perpetual until dissolved and its affairs wound up in accordance with this Agreement.

2.07 **Effect of Inconsistencies with the TBOC**. The Members intend to be governed by this Agreement even when it is inconsistent with, or different than, the non-mandatory provisions of the TBOC, or any other non-mandatory Legal Requirement and the TBOC shall govern those circumstances not addressed by this Agreement. To the extent any provision of this Agreement is prohibited by or conflicts with the TBOC or other Legal Requirement, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective. In the event the TBOC or other Legal Requirement is subsequently amended or interpreted in such a way to make valid any provision of this Agreement that was formerly invalid, the provision shall be deemed valid from the effective date of such interpretation or amendment.

2.08 **Authorized Persons**. The Managers, the Officers and any person authorized in writing by any of them shall each be authorized to act on behalf of the Company in regard to a "filing instrument" within the meaning of the TBOC as permitted by the TBOC. Any Manager or Officer may execute, deliver and file any certificates (and any amendments or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

2.09 **Title to Company Property**. All of the Company's Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such Property in

such Member's individual name or right. The Company shall hold all of its Property in the name of the Company and not in the name of any Member.

2.10 **Certificates**. The Company shall not elect to treat any of its Membership Interests as a "security" under Section 8-103 of the Uniform Commercial Code as is in effect in the State of Texas or any other applicable jurisdiction, or elect to turn its uncertificated Membership Interests into certificated Membership Interests.

ARTICLE III
MANAGEMENT OF THE COMPANY

3.01 **Management by Board of Managers**. Except as otherwise set forth herein, the management and control of the business and affairs of the Company shall be vested in a governing board (the "Board of Managers"). The Board of Managers shall be comprised of between one and three individuals as determined by the Members, and the Members shall elect the members of the Board of Managers from time to time. The Members, in their sole discretion, may remove any Manager or the entire Board of Managers at any time with or without cause. If a vacancy occurs on the Board of Managers, the Members may elect a successor or leave vacant the position.

3.02 **Authority and Duties of the Board of Managers and Officers**. Subject to the terms of this Agreement and any applicable Legal Requirement, the Board of Managers shall have full power and authority to conduct, manage and control the business of the Company through the Officers. Except to the extent provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and fiduciary duty of care similar to those of directors and officers of for-profit corporations under the TBOC.

3.03 **Actions of the Board of Managers**.

(a) **Meetings**. Meetings of the Board of Managers may be held at any time upon the call of the President or any Manager by providing at least two business days' notice to each Manager, unless such notice is waived by all of the Managers. A quorum shall exist for any meeting of the Board of Managers if half or more of the Managers are in attendance. Attendance at a meeting shall constitute a waiver of notice of the meeting by the Manager, unless the Manager attends the meeting for the sole purpose of objecting to the lack of proper notice of the meeting. The Managers may participate in and hold meetings by means of conference telephone, video conference or similar communications equipment whereby all persons participating in the meeting can hear each other.

(b) **Required Vote; Action by Written Consent**. Any and all actions of the Board of Managers shall be taken by the affirmative vote of a simple majority of the Managers in attendance. In lieu of acting at a meeting and without notice, the Board of Managers may act by the written consent of a simple majority of the Managers.

3.04 **Officers**.

(a) **Generally**. The Board of Managers may appoint employees or agents as officers from time to time (the "Officers"). The Officers shall be responsible for implementing

the decisions of the Board of Managers and for conducting the day-to-day activities of the Company as determined by the Board of Managers. The Board of Managers may from time to time set the limits of authority of the President and other Officers, including limits regarding operating expenditures, capital expenditures, incurrence of debt, commencement or settlement of litigation and compensation of Officers and employees. Any number of offices may be held by the same Person.

(b) **Appointment; Vacancies; Removal**. All Officers of the Company shall hold office until their successors are appointed or until their earlier death, resignation or removal. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of Officers, or otherwise, the same may be filled by the Board of Managers. In the discretion of the Board of Managers, any Officer position may be left vacant. Any Officer appointed by the Board of Managers may be removed with or without cause at any time in the sole discretion of the Board of Managers. Such removal may be with or without prejudice to the contract rights, if any, of the Person so removed. Appointment of an Officer shall not of itself create contract rights.

(c) **Officers; Delegation by Board of Managers**. To the extent the Board of Managers appoints the following Officers, such Officers shall have the powers and duties set forth below unless otherwise provided by the Board of Managers from time to time. Such other Officers as the Board of Managers may appoint shall perform the duties and have the powers as from time to time may be assigned to them by the Board of Managers. The Board of Managers from time to time may delegate any of its powers and duties to any Officer, employee or agent of the Company, including the power of delegation, for whatever period of time necessary or desirable.

(i) **President**. The president (the "President") shall have responsibility for the general and active day-to-day management of the business of the Company and shall carry out all orders and resolutions of the Board of Managers. The President may sign deeds, mortgages, bonds, contracts or other instruments, except in cases where the execution thereof shall be expressly delegated by the Board of Managers or by this Agreement to some other Officer or agent of the Company, or shall be required by Legal Requirement to be otherwise executed. The President shall also perform such other duties and may exercise such other powers as may be assigned by this Agreement or prescribed by the Board of Managers from time to time.

(ii) **Vice Presidents**. Any vice president (each a "Vice President"), in the order of seniority unless otherwise determined by the Board of Managers, shall in the absence or disability of the President perform the duties and exercise the powers of the President. Each Vice President shall perform the usual and customary duties that pertain to such office. Each Vice President shall generally assist the President by executing deeds, mortgages, bonds, contracts or other instruments, except in cases where the execution thereof shall be expressly and exclusively delegated by the Board of Managers or this Agreement to some other Officer or agent of the Company or shall be required by Legal Requirement to be otherwise executed. Each Vice President shall also generally exercise such other

powers and perform such other duties as are delegated to him by the President, as the Board of Managers may further prescribe from time to time, or are indicated by the specific title given to such Vice President upon his or her appointment.

(iii) **Treasurer**. The treasurer (the "Treasurer") shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Managers. The Treasurer shall have the authority to sign and issue surety bonds on behalf of the Company, except in cases where the execution thereof shall be expressly and exclusively delegated by the Board of Managers or this Agreement to some other Officer or agent of the Company or shall be required by Legal Requirement to be otherwise executed. The duties of the Treasurer may be performed by any assistant treasurer (an "Assistant Treasurer") appointed by the Board of Managers from time to time. The duties of such Assistant Treasurers may be specified or limited by the specific title given to such Assistant Treasurer upon his or her appointment.

(iv) **Secretary**. The secretary (the "Secretary") shall perform such duties as may be prescribed by the President, under whose supervision he or she shall be. The Secretary shall have custody of the seal of the Company, if any, and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by the signature of the Secretary. The Board of Managers or President may give general authority to any other Officer to affix the seal of the Company and to attest the affixing by his or her signature. The Secretary shall ensure that all books, reports, statements, certificates and other documents and records required by Legal Requirement to be kept or filed are properly kept or filed, as the case may be. The duties of the Secretary may be performed by any assistant secretary (an "Assistant Secretary") appointed by the Manager from time to time. The duties of such Assistant Secretaries may be specified or limited by the specific title given to such Assistant Secretary upon his or her appointment. The Secretary shall also generally exercise such other powers and perform such other duties as are delegated to him or her by the President and as the Board of Managers may further prescribe from time to time.

3.05 **Voting Securities Owned by the Company**. Any Officer may execute on behalf of the Company any contracts, powers of attorney, proxies, waivers of notice of meeting, consents and other instruments any of which relate to securities or partnership or other interests owned or held by the Company. Any Officer may, on behalf of the Company, vote in person or by proxy any interest of any entity in which the Company owns securities or holds other interests and at any meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities or other interests, including delegating like powers upon any other Person.

3.06 **Compensation and Expenses**. Except as provided in this Agreement or as approved by the Board of Managers or, in the event the Board of Managers has a single

Manager, the Members, no Manager shall receive any salary, fee or other remuneration for services rendered to or on behalf of the Company or otherwise in his capacity as a Manager. Each Manager shall be reimbursed for all proper, direct expenses he or she reasonably incurs on behalf of the Company in performing his or her duties as a Manager either (a) in the Company's sole discretion (as determined by the Board of Managers or, in the event the Board of Managers has a single Manager, the Members) or (b) if such expenses are pre-approved in writing, in either event upon submission of appropriate and all other reasonably requested documentation.

3.07 **Other Activities of the Members and Agreements with Related Parties**. Subject to the provisions of any other agreement binding upon a Member, each Member, in its individual capacity or otherwise, will be free to engage in, to conduct or to participate in any business or activity whatsoever without any accountability, liability or obligation to the Company or, if then applicable, to any other Member, even if such business or activity competes with or is enhanced by the business of the Company. The Board of Managers, in the exercise of its power and authority under this Agreement, may contract and otherwise deal with or otherwise obligate the Company to entities in which a Member may have an ownership or other financial interest.

3.08 **Indemnification**.

(a) **General**. Every Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that such Person is, or was at the time of the alleged event giving rise to a claim for indemnity, (i) a Member, Manager or Officer, (ii) an Affiliate of a Member, (iii) an employee, agent, fiduciary or trustee of the Company, (iv) an officer, director, manager, employee, agent, fiduciary or trustee of a Member or (v) serving at the request of the Company or a Person it Controls (directly or indirectly) as an officer, director, manager, employee, agent, fiduciary or trustee of another Person (each a "Covered Person") (except a Covered Person shall not include a Person providing on a fee-for-service basis trustee, fiduciary or custodial services), shall be indemnified by the Company against any and all reasonable costs and expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by the Covered Person in connection with such action, suit or proceeding if the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Covered Person's conduct was unlawful. The resolution of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, shall not, of itself, create a presumption that the Covered Person had reasonable cause to believe that the Covered Person's conduct was unlawful.

(b) **Advances**. Expenses (including attorneys' fees) incurred by a Covered Person with respect to any action, suit or proceeding of the nature described in the preceding paragraph may, in the sole discretion of the Board of Managers unless the claim for advancement relates to a majority of the Board of Managers and then in the sole discretion of

the Members, be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Covered Person to repay such amount if it shall ultimately be determined that the Covered Person is not entitled to be indemnified by the Company as authorized in this Section 3.08. In addition, the Company may elect at any time to discontinue advancing expenses to a Covered Person if such advancement is determined by the Company, in its sole discretion, not to be in the best interest of the Company.

(c) **Indemnity Limited to Assets**. Indemnification under this Section 3.08 shall be made only out of the assets of the Company. Neither any Member nor any Manager shall be personally liable for such indemnification, and they shall have no obligation to contribute or loan any monies or Property to the Company to enable it to provide such indemnification.

(d) **Insurance**. The Company may purchase and maintain (or reimburse any Member or its Affiliates the cost of) insurance on behalf of any Covered Person, and any other Person that the Board of Managers determines, against any liability that may be asserted against or expense that may be incurred by such Persons in connection with the Company's activities or such Persons' activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Persons against such liability or expense under this Agreement.

(e) **Other Contracts and Procedures**. The Company may enter into indemnity contracts with Covered Persons and such other Persons as the Board of Managers shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 3.08 and containing such other procedures regarding indemnification as are appropriate.

(f) **Exculpation**. Notwithstanding anything in this Agreement to the contrary, to the full extent permitted by the TBOC or any other applicable Legal Requirement currently or hereafter in effect, no Member, Manager or Officer will be personally liable to the Company or any Member, Manager or Officer for or with respect to any act or omission by such Member, Manager or Officer in such capacity. Any elimination or modification of this Section 3.08(f) will not adversely affect any right or protection of a Member, Manager or Officer existing prior to such elimination or modification.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE MEMBERS

4.01 **Limitation of Liability**. Except as provided by the provisions of the TBOC that may not be modified by this Agreement or waived under any Legal Requirement, no Member shall be liable for any obligation of the Company solely by reason of being or acting as a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the TBOC shall not be grounds for imposing liability on a Member for liabilities of the Company.

4.02 **Compensation of the Members**. A Member shall be reimbursed for all proper, direct expenses it reasonably incurs on behalf of the Company in performing its duties as a

Member upon delivery by such Member to the Company of a detailed invoice (including amounts paid to any Person to perform services for the Company).

4.03 **Profits and Losses; Distributions**. Subject to the Code, if the Company has more than one Member under the Code, each item of income, gain, loss, deduction or credit of the Company, for each fiscal year of the Company, shall be allocated among the Members in proportion to their respective Percentage Interests. Except as prohibited by provisions of the Act that may not be modified by this Agreement or waived under applicable Legal Requirements, the Company may make distributions as determined by and in the sole discretion of the Members; notwithstanding the foregoing, no distribution shall be made if such distribution would violate Section 101.204 or Section 101.205 of the TBOC or any other applicable Legal Requirement.

ARTICLE V
MEETINGS OF THE MEMBERS

5.01 **No Required Meetings**. The Members may, but shall not be required to, hold annual, periodic or other formal meetings.

5.02 **Action by the Members**. Action required or permitted to be taken at a meeting of the Members may be taken without a meeting and without notice if the action is evidenced by a written consent, approval or resolution describing the action taken. All decisions of the Members, whether at a meeting or by written consent, approval or resolution, must be made or taken by a Majority in Interest of the Members.

ARTICLE VI
BOOKS AND RECORDS

6.01 **Maintenance of Books and Records**. The Company may maintain at its principal office, separate books of account for the Company that include a record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the conduct of the Company and the operation of its business in accordance with this Agreement.

6.02 **Access to Books, Records, etc**. A Member or any of its agents or representatives, at such Member's own expense and upon reasonable notice during normal business hours, may visit and inspect any of the properties of the Company (subject to reasonable safety requirements) and examine and audit any information it may reasonably request and make copies of and abstracts from the financial and operating records and books of account of the Company and its subsidiaries and copies of any other documents relating to the businesses of the Company and its subsidiaries, and discuss the affairs, finances and accounts of the Company and its subsidiaries with any Manager, any other Member, any Officer and the independent accountants of the Company, if any, all at such reasonable times and as often as such Member or any of its agents or representatives may reasonably request.

6.03 **Reliance on Documents and Reports**. The appropriate Officer shall cause to be prepared and to be delivered to the Members by the Company any other reports or information regarding the Company or its subsidiaries that a Majority in Interest of the Members requests. The Board of Managers shall be fully protected in relying in good faith upon the records of the

Company and upon such information, opinions, reports or statements presented to the Company by any of its Members, Officers or employees, or by any other Person as to matters the Board of Managers reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company (including, without limitation, information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid). In addition, the Board of Managers may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors selected by them, and any opinion of any such Person as to matters which the Board of Managers reasonably believes to be within such Person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Board of Managers in good faith and in accordance with such opinion.

ARTICLE VII
DISPOSITION OF MEMBERSHIP INTERESTS AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

7.01 **Disposition**. A Member may effect a Disposition of all or a portion of its Membership Interest either voluntarily or by operation of law. Notwithstanding any provision of the TBOC to the contrary, upon the Disposition of a Membership Interest, the transferee shall be admitted immediately as a Member without further action upon the completion of the Disposition. Upon the transfer of all of a Member's Membership Interest (other than the transfer of an Encumbrance), the transferring Member shall cease to be a Member and, to the fullest extent permitted by Legal Requirements, shall have no further rights or obligations under this Agreement, except that the transferring Member shall have the right to such information as may be necessary for the computation of the transferring Member's tax liability. In connection with a Disposition of all of the Membership Interests in the Company, the transferee shall be admitted as a Member immediately before the transferring Member ceases to be a Member and the Company shall continue without dissolution.

7.02 **Admission of Additional Members**. The Members may admit additional Members from time to time and determine the capital contributions to be made by such additional Members.

7.03 **Member Register**. Schedule I will be updated by the Secretary or any Assistant Secretary for the name, business address and Percentage Interest of each additional or substituted Member of the Company, and any such update will not be considered to be an "amendment" of this Agreement.

ARTICLE VIII
DISSOLUTION AND WINDING UP

8.01 **Dissolution**. The Company shall be dissolved and its affairs wound up, only upon the first to occur of the following: (a) the written consent of a Majority in Interest of the Members; (b) the termination of the legal existence of the last remaining Member or the

occurrence of any other event that terminates the continued membership of the last remaining Member in the Company unless the business of the Company is continued in a manner permitted by this Agreement or the TBOC; or (c) the entry of a decree of judicial dissolution under Section 11.301 of the TBOC that has become final. Anything in this Agreement to the contrary notwithstanding, the Bankruptcy of a Member shall not cause such Member to cease to be a Member and upon the occurrence of a Bankruptcy of a Member, the business of the Company shall continue without dissolution. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate as provided in the TBOC.

8.02 **Effect of Dissolution**. Upon dissolution, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets (with sufficient time allowed to minimize the losses normally associated with liquidation) and satisfying the claims of its creditors and the Members, and neither the Board of Managers nor any Member shall take any action with respect to the Company that is inconsistent with the winding up of the Company's business and affairs, until such time as the Company's Property has been distributed pursuant to this Section 8.02 and the existence of the Company has been terminated pursuant to the TBOC. The Officers, or, if there are none, the Managers, or, if there are none, the Members, shall be responsible for overseeing the winding up of the Company. The Persons winding up the Company shall take full account of the Company's Property and liabilities and shall cause as soon as reasonably practicable the Company's Property or the proceeds from the sale or disposition thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by any applicable Legal Requirement and notwithstanding anything in this Agreement to the contrary, in the following order (without duplication):

(a) First, to creditors, including Members and their Affiliates who are creditors to the extent otherwise permitted by Legal Requirement, in satisfaction of the liabilities of the Company (whether by payment, by the establishment of reserves of cash or other assets of the Company, or by other reasonable provision for payment), other than liabilities for distributions to Members and former Members under Sections 101.204 or 101.205 of the TBOC;

(b) Second, to Members and former Members in satisfaction of liabilities for distributions under Sections 101.204 or 101.205 of the TBOC; and

(c) Third, to the Members in proportion to their Percentage Interests.

8.03 **No Restoration of Capital Account**. In no event shall a Member be required to contribute additional capital to the Company, upon the liquidation of the Company or at any other time.

8.04 **Winding Up and Certificate of Termination**. The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Upon the completion of winding up of the Company, a certificate of termination shall be delivered to the Secretary of State for filing. The certificate of termination shall set forth the information required by the TBOC.

ARTICLE IX
MISCELLANEOUS

9.01 **Amendment**. This Agreement may be amended from time to time only by a written agreement executed by a Majority in Interest of the Members.

9.02 **Governing Law; Signatures and Records**. This Agreement and the rights and duties of the Members arising under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof that would call for the application of the laws of any other jurisdiction. Any signature on this Agreement, and any certificate or other document or agreement which the Company is authorized to issue or execute pursuant to this Agreement, may be a facsimile, a conformed signature or an electronically transmitted signature. Any consent, approval or resolution transmitted by electronic transmission by a Manager, Member or a Person or Persons authorized to act for a Member shall be deemed to be written and signed for purposes of this Agreement. Unless a Member expressly requests otherwise, all notices, disclosures, authorizations, acknowledgements and other documents required to be provided by any other Member or the Company or related to the Company, including its operation, governance and internal affairs, may be transmitted electronically to such Member. The Company may maintain a copy of this Agreement, all other information required to be maintained by the Act and all of its other records in electronic or any other non-written form that is capable of conversion into written form within a reasonable time.

9.03 **Rights of Creditors and Third Parties Under Agreement**. This Agreement is declared and entered into by the Members for the exclusive benefit of the Company, the Members, the Managers and their successors and assignees, and is not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent required by a Legal Requirement, no such creditor or other Person shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any capital contribution.

9.04 **Successors and Assigns**. This Agreement shall be binding upon and benefit the Members and their successors and assigns.

9.05 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of its other provisions. Following a determination by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable, the Members shall negotiate in good faith new provisions that, as far as legally possible, most nearly reflect the intent of the Members originally expressed herein and that restore this Agreement as nearly as possible to its original intent and effect.

9.06 **Entire Agreement**. This Agreement represents the entire declaration and agreement by the Members.

9.07 **Construction**. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the Effective Date.

TRANE TECHNOLOGIES HOLDCO INC., a Delaware corporation

By: _____
Evan M. Turtz
President and Secretary

SCHEDULE I – MEMBER REGISTER

Limited Liability Company Agreement
of
Trane Technologies Company LLC (a Texas limited liability company)

Member Name and Address	Percentage Interest	Dates of Admission/Departure
Trane Technologies HoldCo Inc. (a Delaware corporation) **800-E Beaty Street** **Davidson, NC 28036** Received interest upon formation in connection with the divisional merger of Trane Technologies Company LLC, a Texas limited liability company, into two newly created Texas limited liability companies, one of which was the Company	100%	May 1, 2020

EXHIBIT F

Aldrich Pump/TTC Divisional Merger Support Agreement

See attached.

DIVISIONAL MERGER SUPPORT AGREEMENT

This DIVISIONAL MERGER SUPPORT AGREEMENT (this "Agreement"), dated as of May 1, 2020, is made by and between ALDRICH PUMP LLC, a Texas limited liability company ("Aldrich Pump (TX)"), and TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company ("New TTC (TX)").

RECITALS

A. On the date hereof, but prior to the execution of this Agreement, Trane Technologies Company LLC, a Texas limited liability company ("TTC (TX)"), effected a divisional merger (the "Divisional Merger") in accordance with the Texas Business Organizations Code (the "TBOC").

B. The Plan of Divisional Merger of TTC (TX), dated the date hereof (the "Plan of Divisional Merger"), contemplated, among other things, that, upon the effectiveness of the Divisional Merger, Aldrich Pump (TX) and New TTC (TX) would be created in accordance with the TBOC.

C. The Plan of Divisional Merger contemplated that, immediately following the effectiveness of the Divisional Merger and the creation of Aldrich Pump (TX) and New TTC (TX), Aldrich Pump (TX) and New TTC (TX) would execute and deliver this Agreement.

D. The Divisional Merger has become effective on the date hereof.

E. Aldrich Pump (TX) and New TTC (TX) desire to execute and deliver this Agreement as contemplated by the Plan of Divisional Merger.

AGREEMENT

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

1. Definitions. Capitalized terms that are used in this Agreement, but that are not otherwise defined herein, have the meaning ascribed to them in the Plan of Divisional Merger, including the Schedules to the Plan of Divisional Merger.

2. Further Actions. If at any time Aldrich Pump (TX) or New TTC (TX) determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Aldrich Pump (TX) or New TTC (TX) the title to any property of TTC (TX), Aldrich Pump (TX) and New TTC (TX) will take such action as may be necessary or desirable to vest title to such property in Aldrich Pump (TX) or New TTC (TX) provided in Section 5 of the Plan of Divisional Merger, and otherwise carry out the purposes of the Plan of Divisional Merger. If at any time Aldrich Pump (TX) or New TTC (TX) determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Aldrich Pump (TX) or New TTC (TX) with respect to the Liabilities of TTC (TX), Aldrich Pump (TX) and New TTC (TX) will take such action as may be necessary or desirable to confirm or

acknowledge such obligations as provided in Section 5 of the Plan of Divisional Merger, and otherwise to carry out the purposes of the Plan of Divisional Merger.

3. Indemnification. Aldrich Pump (TX) will indemnify and hold harmless New TTC (TX) and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which New TTC (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (a) a claim in respect of any Aldrich Pump Assets or Aldrich Pump Liabilities or (b) reimbursement or other obligations of New TTC (TX) or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by New TTC (TX) or any of its affiliates in connection with Proceedings in respect of any Aldrich Pump Liabilities. New TTC (TX) will indemnify and hold harmless Aldrich Pump (TX) and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which Aldrich Pump (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof), relate in any way to a claim in respect of (i) any Liabilities under any Asbestos Related Contracts or Asbestos Related Insurance Assets that are not Asbestos Related Liabilities or (ii) any TTC Assets or TTC Liabilities.

4. Tax Matters. TTC (TX) was a disregarded entity for U.S. federal income tax purposes, and each of Aldrich Pump (TX) and New TTC (TX) is a disregarded entity for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to TTC (TX) for purposes other than federal income tax will be used by New TTC (TX) as its EIN for such purposes. Aldrich Pump (TX) will obtain a new EIN, if and when it is required by Law.

5. Accounting Matters. The property and Liabilities of TTC (TX) will be initially recorded on the books of Aldrich Pump (TX) or New TTC (TX) as appropriate and consistent with Section 5 of the Plan of Divisional Merger, depending on which of them was allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of TTC (TX) immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

6. Legal Matters. Aldrich Pump (TX) and New TTC (TX) will, and will be deemed to, share a common interest with regard to Books and Records and other information (whether written or oral) to which any of the Privileges of TTC (TX), including the Aldrich Pump Privileges, attach (the "Common Interest Information"). Aldrich Pump (TX) and New TTC (TX) desire and intend that the exchange of Common Interest Information among Aldrich Pump (TX), New TTC (TX) and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Aldrich Pump (TX) and New TTC (TX) will take such further actions as either of them determines are necessary or advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

7. Insurance Matters. (a) To the extent an insurance policy allocated to New TTC (TX) pursuant to Section 5 of the Plan of Divisional Merger (a "TTC Policy") provides potential coverage for Aldrich Pump Liabilities:

(i) New TTC (TX) will use commercially reasonable efforts to pursue, at Aldrich Pump (TX)'s cost, coverage under such TTC Policy for such Aldrich Pump Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Aldrich Pump (TX) will fully cooperate in such efforts;

(ii) if New TTC (TX) receives payments under such TTC Policy that are specifically paid for Aldrich Pump Liabilities, New TTC (TX) will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Aldrich Pump (TX) or otherwise cause an equivalent amount to be paid to Aldrich Pump (TX);

(iii) if (x) New TTC (TX) receives payments under such TTC Policy that are both for Aldrich Pump Liabilities and TTC Liabilities, (y) such payments are not specifically allocated by the insurer between Aldrich Pump Liabilities and TTC Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Aldrich Pump (TX) and New TTC (TX) will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (A) the dollar value of claims submitted to the insurer for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (B) any coverage position taken by the insurer regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (C) applicable Law regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively and (D) the advice of any outside counsel involved in pursuing coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities; and

(iv) if New TTC (TX) pursues insurance coverage under such TTC Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Aldrich Pump Liabilities, New TTC (TX) will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided, however*, that Aldrich Pump (TX) shall have the right (A) to be kept informed of such proceeding and (B) to approve any settlement of claims for any Aldrich Pump Liabilities, such consent not to be unreasonably delayed or withheld.

(b) Except as provided in the Plan of Divisional Merger or in this Agreement, New TTC (TX) shall not take any action with respect to any Asbestos Related Insurance Asset.

8. Notices. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed given to Aldrich Pump (TX) or New TTC (TX), 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 Aldrich Pump (TX) or New TTC (TX), as applicable, may designate by notice to the other party):

if to Aldrich Pump (TX):	Aldrich Pump LLC 800-E Beaty Street Davidson, North Carolina Attention: Amy Roeder, Chief Financial Officer and Treasurer Email: amy_roeder@tranetechnologies.com
if to New TTC (TX):	Trane Technologies Company LLC 800-E Beaty Street Davidson, North Carolina Attention: Richard E. Daudelin, Treasurer Email: richard_daudelin@tranetechnologies.com

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

10. Successors Bound. Except as otherwise provided in Section 3 above, this Agreement will benefit and bind only Aldrich Pump (TX) and New TTC (TX) and their respective successors and permitted assigns.

11. Assignment. Neither Aldrich Pump (TX) nor New TTC (TX) may assign or transfer this Agreement without the prior written consent of the other party.

12. Invalidity. The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity or enforceability of any other provision.

13. 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 Aldrich Pump (TX) or New TTC (TX).

14. 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 Texas (without regard to conflicts of laws provisions).

15. Entire Agreement. This Agreement constitutes the entire agreement between Aldrich Pump (TX) and New TTC (TX) relating to the subject matter hereof and supersedes any other prior understandings or agreements, written or oral, between them concerning such subject matter.

16. Amendment. This Agreement may only be amended or supplemented, in each case, by a writing executed by Aldrich Pump (TX) and New TTC (TX).

17. 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 Texas limited liability company

By: _____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC, a Texas limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

EXHIBIT G

Aldrich Pump/TTC Secondment Agreement

See attached.

SECONDMENT AGREEMENT

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

RECITALS

A. Provider is the employer of certain individuals (the "Seconded Employees"), each of whom provides legal or related services with respect to liabilities held by Aldrich Recipient and liabilities held by Murray Recipient.

B. Provider desires to assign the Seconded Employees to perform services with respect to liabilities of Aldrich Recipient and liabilities held by Murray Recipient and such other services as any Seconded Employee might be asked to provide to Aldrich Recipient or Murray Recipient, and each of Recipients desires to accept such assignment, all on the terms set forth in this 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 11:00 a.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, any other prior understandings or agreements, written or oral, between them concerning such subject matter. 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 Texas limited liability company

By:_____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC,
a Texas limited liability company

By:_____
Amy Roeder
Chief Financial Officer and Treasurer

MURRAY BOILER LLC,
a Texas limited liability company

By:_____
Manlio Valdes
President

Schedule 1

Seconded Employee Schedule

Name	Role	Recipients Percentage (%)	Aldrich Share (%)*	Murray Share (%)*
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%.

NAI-1511647075v6

Schedule 2

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
Attention: Richard E. Daudelin, Treasurer
Email: Richard_daudelin@tranetechnologies.com

Re: Secondment Agreement

Ladies and Gentlemen:

Reference is made to the 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 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 Secondment Agreement, this notice will constitute as amendment and restatement of the Seconded Employee Schedule.

Very truly yours,

ALDRICH PUMP LLC

By: _____
Name:

NAI-1511647075v6

Title:

MURRAY BOILER LLC

By: _____
Name:
Title:

EXHIBIT H

Aldrich Pump/TTC Services Agreement

See attached.

SERVICES AGREEMENT

This SERVICES AGREEMENT, dated as of May 1, 2020 (this "Agreement"), is between TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company ("Provider"), and ALDRICH PUMP LLC, a Texas limited liability ("Recipient"), for Provider to provide Recipient certain services listed on Exhibit A.

RECITALS

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

B. 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 11:00 a.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 any other prior understandings or agreements, written or oral, between them concerning such subject matter. 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 Texas limited liability company

By: _____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC, a Texas 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) 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:	Aldrich Pump LLC 800-E Beaty Street Davidson, North Carolina 28036 Attention: Amy Roeder, Chief Financial Officer and Treasurer Email: amy_roeder@tranetechnologies.com

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EXHIBIT A

Certain Defined Terms

For purposes of this Agreement, "Asbestos-Related Liabilities" means all Liabilities related in any way to asbestos or asbestos-containing materials.

Capitalized terms that are used in this Exhibit A have the following meanings:

(a) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupment, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(b) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee, understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(c) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(d) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(e) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including (i) those arising or that may arise under any past, present, or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(f) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(g) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(h) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(i) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

EXHIBIT J

Funding Assignment and Assumption Agreement

See attached

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of May 1, 2020, is entered into by and among TRANE TECHNOLOGIES HOLDCO INC., a Delaware corporation ("Assignor"), TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company ("Assignee"), and ALDRICH PUMP LLC, a Texas limited liability company ("Payee").

RECITALS

WHEREAS, prior to and in anticipation of the divisional merger (the "Divisional Merger") of Trane Technologies Company LLC, a Texas limited liability company and wholly owned subsidiary of Assignor ("TTC (TX)"), pursuant to Chapter 10 of the Texas Business Organizations Code, Assignor, as payor, and TTC (TX), as payee, entered into a Funding Agreement, dated May 1, 2020 (the "Funding Agreement");

WHEREAS, the Plan of Divisional Merger, dated May 1 2020, providing for the Divisional Merger (the "Plan of Divisional Merger") contemplated, among other things, that, upon effectiveness of the Divisional Merger, (1) TTC (TX) would cease to exist, (2) two new Texas limited liability companies, Assignee and Payee, would be created, and (3) the rights and obligations of TTC (TX), as payee, under the Funding Agreement would be allocated to and vest in Payee;

WHEREAS, the Divisional Merger has become effective, Assignee and Payee have been created, and the rights and obligations of TTC (TX), as payee, under the Funding Agreement have been allocated to and vested in Payee;

WHEREAS, the Funding Agreement contemplates that, immediately following the effectiveness of the Divisional Merger, Assignor will assign to Assignee, and Assignee will assume from Assignor, all rights and obligations of Assignor under the Funding Agreement, whereupon Assignor will be released from its obligations, and have no further obligations, under the Funding Agreement; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all rights and obligations of Assignor under the Funding Agreement, all as contemplated by the Funding Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained and contained in the Plan of Divisional Merger and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment and Delegation. Assignor hereby assigns and delegates to Assignee the Funding Agreement and all rights and obligations of Assignor thereunder.

2. Assumption. Assignee hereby accepts and assumes from Assignor the Funding Agreement and all rights and obligations of Assignor thereunder.

3. Novation. As provided under the terms of the Funding Agreement, Assignor is hereby released from all its obligations thereunder. In addition to and without limiting the foregoing, Assignor, Assignee and Payee hereby agree to the novation of the Funding Agreement so that, effective immediately, (a) Assignee is substituted for Assignor for all purposes under the Funding Agreement and (b) every reference in the Funding Agreement to Assignor will be read as a reference to Assignee.

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts; Electronic Execution. This Agreement may be executed in separate counterparts, each of which will constitute an original, but all of which when taken together will constitute a single contract. Delivery of an executed counterpart of a signature page of the Agreement by telecopy, .pdf or any effective means that reproduces an image of the actual executed signature page will be effective as delivery of a manually executed counterpart of the Agreement.

6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

[Signature Page Follows]

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

ASSIGNOR:

TRANE TECHNOLOGIES HOLDCO INC., a Delaware corporation

By: _____
Evan M. Turtz
President and Secretary

ASSIGNEE:

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Richard E. Daudelin
Treasurer

PAYEE:

ALDRICH PUMP LLC, a Texas limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

EXHIBIT 10

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

Trane Technologies Company LLC
Domestic Limited Liability Company (LLC)
[File Number: 803606079]

Into

Aldrich Pump LLC
Domestic Limited Liability Company (LLC)
[File Number: 803607487]

Trane Technologies Company LLC
Domestic Limited Liability Company (LLC)
[File Number: 803607488]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 05/01/2020

Effective: 05/01/2020 10:00 am

Ruth R. Hughs
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Aldrich Pump LLC
File Number: 803607487

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/01/2020

Effective: 05/01/2020 10:00 am

Ruth R. Hughs
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Trane Technologies Company LLC
File Number: 803607488

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/01/2020

Effective: 05/01/2020 10:00 am

Ruth R. Hughs
Secretary of State

CERTIFICATE OF DIVISIONAL MERGER
OF
TRANE TECHNOLOGIES COMPANY LLC
(TEXAS)

May 1, 2020

This CERTIFICATE OF DIVISIONAL MERGER is being duly executed and filed by the undersigned to effect the divisional merger (the "Divisional Merger") of TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company, into two new Texas limited liability companies, pursuant to Chapter 4 and Sections 3.006, 10.151 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

Merging Entity Information

1. The name of the domestic filing entity that is dividing itself is Trane Technologies Company LLC (the "Company").

2. The address of the principal place of business of the Company is 800-E Beaty Street, Davidson, North Carolina 28036.

3. The Company is organized as a Texas limited liability company.

4. Pursuant to a plan of merger approved by the sole member of the Company on the date hereof (the "Plan of Divisional Merger"), the Company will not survive the Divisional Merger.

Plan of Merger

5. In lieu of providing the Plan of Divisional Merger, the Company certifies that:

(a) A signed Plan of Divisional Merger is on file at the principal place of business of each new domestic entity created pursuant to the Plan of Divisional Merger, and the address of such principal place of business is provided in this Certificate of Divisional Merger.

(b) On written request, a copy of the Plan of Divisional Merger will be furnished without cost by each new domestic entity to any owner or member of any domestic entity that is a party to or created by the Plan of Divisional Merger.

(c) Because the Company will not survive the Divisional Merger, no amendments to the certificate of formation of the Company are effected by the Divisional Merger.

(d) The name, jurisdiction of organization, principal place of business address and entity description of each entity to be created pursuant to the Plan of Divisional Merger are as follows:

(i) A new Texas limited liability company named Aldrich Pump LLC ("Aldrich Pump (TX)") will be created pursuant to the Plan of Divisional Merger.

(ii) The address of the principal place of business of Aldrich Pump (TX) is 800-E Beaty Street, Davidson, North Carolina 28036.

(iii) A new Texas limited liability company named Trane Technologies Company LLC ("New TTC (TX)") will be created pursuant to the Plan of Divisional Merger.

(iv) The address of the principal place of business of New TTC (TX) is 800-E Beaty Street, Davidson, North Carolina 28036.

(e) The certificate of formation of each of Aldrich Pump (TX) and New TTC (TX) is being filed with the Secretary of State of the State of Texas along with this Certificate of Divisional Merger.

Approval of Plan of Merger

6. The Plan of Divisional Merger has been approved as required by the TBOC and other applicable laws of the jurisdiction of formation and by the governing documents of the Company.

Effectiveness of Filing

7. This Certificate of Divisional Merger and the Divisional Merger will be effective as of 10:00 a.m. Central Time, on May 1, 2020.

Tax Certificate

8. In lieu of the Company providing a tax certificate from the Texas Comptroller of Public Accounts, New TTC (TX) will be liable for the payment of any franchise taxes of the Company required in the State of Texas.

[Signature Page Follows]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are correct and that the person signing is authorized under the provisions of the TBOC to execute this Certificate of Divisional Merger. The undersigned has duly executed this Certificate of Divisional Merger as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

[Signature Page to Certificate of Divisional Merger of Trane Technologies Company LLC]

CERTIFICATE OF FORMATION
OF
ALDRICH PUMP LLC

(TEXAS)

May 1, 2010

This CERTIFICATE OF FORMATION is being duly executed and filed by the undersigned to form ALDRICH PUMP LLC, a Texas limited liability company (the "Company"), under a plan of divisional merger, pursuant to Chapter 4 and Sections 3.006 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

ARTICLE I
ENTITY NAME AND TYPE

The name of the filing entity being formed is Aldrich Pump LLC. The filing entity being formed is a limited liability company.

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

The Company's initial registered agent is Corporation Service Company, d/b/a CSC-Lawyers Incorporating Service Company, who has consented to serve as the registered agent of the Company pursuant to Section 5.2011 of the TBOC, which consent is included in the Company's permanent records. The business address of both the registered agent and the Company's initial registered office is 211 East 7th Street, Suite 620 Austin, Texas 78701-3218, Travis County.

ARTICLE III
GOVERNING AUTHORITY

The Company will have managers. The name and address of each initial manager of the Company are as follows:

Name	Address
Amy Roeder	c/o Aldrich Pump LLC 800-E Beaty Street, Davidson, North Carolina 28036
Manlio Valdes	c/o Aldrich Pump LLC 800-E Beaty Street, Davidson, North Carolina 28036

Robert Zafari

c/o Aldrich Pump LLC
800-E Beaty Street,
Davidson, North Carolina 28036

ARTICLE IV
PURPOSE

The purpose for which the Company is formed is for the transaction of any and all lawful purposes for which limited liability companies may be organized under the TBOC.

ARTICLE V
EFFECTIVENESS OF FILING

This Certificate of Formation and the formation of the Company will be effective as of 10:00 a.m., Central Time, on May 1, 2020.

ARTICLE VI
FORMATION UNDER PLAN OF MERGER

The Company is being formed under a plan of divisional merger pursuant to Section 3.006 and Chapter 10 of the TBOC.

[Signature Page Follows]

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of materially false or fraudulent instruments and certifies under penalty of perjury that the undersigned is authorized to execute this Certificate of Formation. The undersigned has duly executed this Certificate of Formation as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

[Signature Page to Certificate of Formation of Aldrich Pump LLC]

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____

Signature of registered agent *Printed name of registered agent* *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

ALDRICH PUMP LLC

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: By: _____ Brian Courtney, Asst. Vice President 4/30/2020

Signature of person authorized to act on behalf of organization *Printed name of authorized person* *Date (mm/dd/yyyy)*

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

CERTIFICATE OF FORMATION
OF
TRANE TECHNOLOGIES COMPANY LLC

(TEXAS)

May 1, 2020

This CERTIFICATE OF FORMATION is being duly executed and filed by the undersigned to form TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company (the "Company"), under a plan of divisional merger pursuant to Chapter 4 and Sections 3.006 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

ARTICLE I
ENTITY NAME AND TYPE

The name of the filing entity being formed is Trane Technologies Company LLC. The filing entity being formed is a limited liability company.

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

The Company's initial registered agent is Corporation Service Company, d/b/a CSC-Lawyers Incorporating Service Company, who has consented to serve as the registered agent of the Company pursuant to Section 5.2011 of the TBOC, which consent is included in the Company's permanent records. The business address of both the registered agent and the Company's initial registered office is 211 East 7th Street, Suite 620 Austin, Texas 78701-3218, Travis County.

ARTICLE III
GOVERNING AUTHORITY

The Company will have managers. The names and addresses of the initial managers of the Company are as follows:

Name	Address
Christopher J. Kuehn	c/o Trane Technologies Company LLC 800-E Beaty Street, Davidson, North Carolina 28036
Michael W. Lamach	c/o Trane Technologies Company LLC 800-E Beaty Street, Davidson, North Carolina 28036

Evan M. Turtz

c/o Trane Technologies Company LLC
800-E Beaty Street,
Davidson, North Carolina 28036

ARTICLE IV
PURPOSE

The purpose for which the Company is formed is for the transaction of any and all lawful purposes for which limited liability companies may be organized under the TBOC.

ARTICLE V
EFFECTIVENESS OF FILING

This Certificate of Formation and the formation of the Company will be effective as of 10:00 a.m., Central Time, on May 1, 2020.

ARTICLE VI
FORMATION UNDER PLAN OF MERGER

The Company is being formed under a plan of divisional merger pursuant to Section 3.006 and Chapter 10 of the TBOC.

[Signature Page Follows]

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of materially false or fraudulent instruments and certifies under penalty of perjury that the undersigned is authorized to execute this Certificate of Formation. The undersigned has duly executed this Certificate of Formation as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

[Signature Page to TX Certificate of Formation of Trane Technologies Company LLC]

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____

Signature of registered agent *Printed name of registered agent* *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

TRANE TECHNOLOGIES COMPANY LLC

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: By: _____ Brian Courtney, Asst. Vice President 4/30/2020

Signature of person authorized to act on behalf of organization *Printed name of authorized person* *Date (mm/dd/yyyy)*

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

EXHIBIT 11

Exhibit 142

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re	Chapter 11
ALDRICH PUMP LLC, *et al.*,[1]	Case No. 20-_____ (__)
Debtors.	(Joint Administration Requested)

DECLARATION OF RAY PITTARD
IN SUPPORT OF FIRST DAY PLEADINGS

Ray Pittard, being first duly sworn, deposes and states as follows:

1. I am the Vice President and Chief Restructuring Officer of Aldrich Pump LLC, a North Carolina limited liability company ("Aldrich"), and Murray Boiler LLC, a North Carolina limited liability company ("Murray"). Aldrich and Murray are the debtors and debtors in possession in the above-captioned chapter 11 cases (together, the "Debtors").[2] I have been the Vice President of the Debtors since their formation on May 1, 2020. In this role, I have reviewed and become familiar with the financial results and condition of both of the Debtors and their respective subsidiaries, 200 Park, Inc., a South Carolina corporation ("200 Park"), and ClimateLabs LLC, a North Carolina limited liability company ("ClimateLabs", and together with 200 Park, the "Non-Debtor Subsidiaries").

2. I serve as Transformation Office Leader for Trane Technologies plc, an Irish public limited company ("Trane Technologies"). I have held this position since July of 2019. Before that date, I was the President of Transport Solutions for North America, Europe,

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

2 When discussing historical matters preceding the 2020 Corporate Restructuring (as defined herein), the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.

Middle East, and Africa. Before taking on that role, I held leadership positions in global products, engineering, program management, marketing, and general management. My first work for Trane Technologies and its affiliated entities was in the Air Solutions Group, holding key roles in sales, engineering, and product management from 1988 to 2001. On June 17, 2020, I was appointed Chief Restructuring Officer of each Debtor.

3. I earned a BSME degree from Texas A&M University, and I have attended advanced business and leadership programs provided by the University of Chicago, the Wharton School, and other leadership development programs.

4. On the date set out below with my signature (the "Petition Date"), the Debtors filed voluntary petitions with this Court for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), as well as certain motions and other pleadings (collectively, the "First Day Pleadings").

5. I submit this Declaration in support of the First Day Pleadings and to provide certain information about the Debtors, their decision to commence these chapter 11 cases, and their objectives for these cases. Based upon my review of the First Day Pleadings referenced in Section IV of this Declaration, it is my belief that the relief sought therein is necessary to (a) avoid immediate and irreparable harm to the Debtors, (b) maximize and preserve the value of the Debtors' chapter 11 estates, (c) assist in the smooth transition of the Debtors into chapter 11, and (d) promote the efficient administration of these cases.

6. As the Debtors' Chief Restructuring Officer, I am familiar with the Debtors' day-to-day operations, assets, financial results and condition, business affairs, and books and records. Except as otherwise indicated, all facts and statements set forth in this Declaration are based upon: (a) my personal knowledge; (b) information supplied to me by other

members of management, professionals, or employees; (c) my review of relevant documents; or (d) my opinion based upon my experience and knowledge of the Debtors' business affairs. If called upon to testify orally, I could and would testify to the facts and opinions set forth in this declaration.

7. Section I of this Declaration provides an overview of the Debtors' corporate structure. Section II briefly discusses the asbestos litigation against the Debtors and describes the corporate restructurings that were completed on May 1, 2020. Section III describes the circumstances surrounding the commencement of these chapter 11 cases and the Debtors' objectives for these cases. Section IV sets forth additional facts in support of certain First Day Pleadings.

I. THE DEBTORS' CORPORATE STRUCTURE

8. Aldrich and Murray are subsidiaries of Trane Technologies, a publicly traded company. Trane Technologies is a global climate innovator that brings efficient and sustainable climate solutions to buildings, homes, and transportation. The North American headquarters of Trane Technologies, as well as the Debtors, are located in Davidson, North Carolina.

9. In the first quarter of 2020, Trane Technologies completed a spin-off of its industrial business, which was subsequently merged with Gardner Denver Holdings, Inc. Before the industrial business spin-off, the company was known as Ingersoll Rand plc.

10. 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"). A chart

depicting the final corporate structure after the completion of the 2020 Corporate Restructuring is attached to this Declaration as Annex 1.

II. ASBESTOS LITIGATION AGAINST THE DEBTORS AND THE 2020 CORPORATE RESTRUCTURING

A. Asbestos Litigation Against the Debtors

11. The Debtors did not mine or use asbestos in manufacturing products. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing components manufactured and designed by third parties. The Debtors' involvement in asbestos litigation began after the 1982 bankruptcy of Johns-Manville. Aldrich and Murray were served with their first asbestos complaints in 1983 and 1986, respectively.

12. As described more fully in the *Informational Brief of Aldrich Pump LLC and Murray Boiler LLC* (the "Informational Brief") and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* (the "Tananbaum Declaration"), each filed concurrently with the Court, these chapter 11 cases were caused by the year-over-year assertion of thousands upon thousands of asbestos-related claims against the Debtors and their predecessors. The burden of managing, defending, and resolving these claims is substantial, and this litigation and its associated burden is expected to continue for decades more. The breadth of the burden of asbestos litigation on the Debtors are described in the Informational Brief and the Tananbaum Declaration.

B. The 2020 Corporate Restructuring

13. The 2020 Corporate Restructuring provided additional flexibility to address Old IRNJ's and Old Trane's asbestos-related claims, including through the commencement of a chapter 11 reorganization proceeding to resolve these claims globally, fully, and fairly, without unnecessarily subjecting the entire Old IRNJ and Old Trane enterprises and

their many employees, suppliers, vendors, and creditors to a chapter 11 proceeding. A key objective of the 2020 Corporate Restructuring was to make certain that each of the Debtors has the same ability to satisfy asbestos claims as Old IRNJ and Old Trane did prior to the restructurings.

14. The 2020 Corporate Restructuring was effectuated through a series of transactions, including divisional mergers under Texas law, that resulted in the creation of the Debtors, both North Carolina limited liability companies. As a result of the 2020 Corporate Restructuring, the following occurred:

Aldrich Restructuring

(a) Old IRNJ ceased to exist;

(b) Two new entities were formed — Debtor Aldrich and Trane Technologies Company LLC ("New Trane Technologies");

(c) Aldrich was allocated certain of Old IRNJ's assets, as set forth below, and became solely responsible for certain of its liabilities, including the asbestos claims against Old IRNJ and the defense of those claims;

(d) New Trane Technologies was allocated all other assets of Old IRNJ and became solely responsible for all other liabilities of Old IRNJ;

(e) A Support Agreement established reciprocal indemnification obligations corresponding to the allocation of liabilities in the divisional merger—it obligates Aldrich to indemnify New Trane Technologies (and each of its affiliates) for all losses it incurs in connection with Aldrich's assets and liabilities, including its asbestos liabilities, and it obligates New Trane Technologies to indemnify Aldrich for all losses it incurs in connection with New Trane Technologies' assets and liabilities; and

(f) A funding agreement was established between New Trane Technologies and Aldrich (the "Trane Technologies Funding Agreement") that ensures that Aldrich has the same ability to pay the asbestos claims against it as Old IRNJ had before the 2020 Corporate Restructuring.

Murray Restructuring

(a) Old Trane ceased to exist;

(b) Two new entities were formed — Debtor Murray and Trane U.S. Inc. ("New Trane");

(c) Murray was allocated certain of Old Trane's assets, as set forth below, and became solely responsible for certain of its liabilities, including the asbestos claims against Old Trane and the defense of those claims;

(d) New Trane was allocated all other assets of Old Trane and became solely responsible for all other liabilities of Old Trane;

(e) A Support Agreement established reciprocal indemnification obligations corresponding to the allocation of liabilities in the divisional merger—it obligates Murray to indemnify New Trane (and each of its affiliates) for all losses it incurs in connection with Murray's assets and liabilities, including its asbestos liabilities, and it obligates New Trane to indemnify Murray for all losses it incurs in connection with New Trane's assets and liabilities; and

(f) A funding agreement was established between New Trane and Murray (the "Trane Funding Agreement" and together with the Trane Technologies Funding Agreement, the "Funding Agreements")[3] that ensures that Murray has the same ability to pay the asbestos claims against it as Old Trane had before the 2020 Corporate Restructuring.

15. At the time of the 2020 Corporate Restructuring, Aldrich and Murray, respectively, became solely responsible for Old IRNJ's and Old Trane's respective liabilities arising from asbestos-related claims against them (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws) and the defense of those claims. New Trane Technologies received all other assets and liabilities of Old IRNJ, and New Trane Technologies is solely responsible for those other liabilities. Similarly, New Trane

[3] Copies of the Funding Agreements are attached to this Declaration as Annex 2. 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.

received all other assets and liabilities of Old Trane, and New Trane is solely responsible for those other liabilities.

16. In addition, as part of the 2020 Corporate Restructuring, the Debtors received the following assets:

Aldrich was allocated:

(a) $26.2 million in cash;

(b) a 100 percent equity interest in 200 Park, which manufactures chillers for commercial HVAC and process cooling applications, a business that is projected to generate approximately $2.9 million in EBITDA per year and had an estimated fair market value of approximately $30-$32 million, not including cash on hand, as of the Petition Date;

(c) various confidential insurance coverage-in-place agreements and related insurance rights, which place under agreement approximately $750 million in unexhausted coverage for asbestos claims against Old IRNJ for which Aldrich is responsible; [4]

(d) all contracts of Old IRNJ related to its asbestos-related litigation, including settlement agreements, service contracts, and engagement and retention contracts;

(e) causes of action that relate to the assets and liabilities allocated to Aldrich;

(f) records exclusively relating to the assets and liabilities allocated to Aldrich;

(g) privileges related to these matters; and

(h) rights and benefits under the Trane Technologies Funding Agreement.

Murray was allocated:

(a) $16.1 million in cash;

(b) a 100 percent equity interest in ClimateLabs, which provides laboratory testing, analysis, and reporting services, a business that is projected to generate approximately $1.4 million in EBITDA per

[4] Such insurance generally does not provide "dollar for dollar" coverage of such claims.

year and had an estimated fair market value of approximately $20-$25 million, not including cash on hand, as of the Petition Date;

(c) various confidential insurance coverage-in-place agreements and related rights, which place under agreement approximately $1.0 billion in unexhausted coverage for asbestos claims against Old Trane for which Murray is responsible, as well as additional unsettled excess layer insurance policies for asbestos claims against Old Trane with approximately $790 million in unexhausted limits;[5]

(d) all contracts of Old Trane related to its asbestos-related litigation, including settlement agreements, service contracts, and engagement and retention contracts;

(e) causes of action that relate to the assets and liabilities allocated to Murray;

(f) records exclusively relating to the assets and liabilities allocated to Murray;

(g) privileges related to these matters; and

(h) rights and benefits under the Trane Funding Agreement.

17. The design of the 2020 Corporate Restructuring ensures that each of the Debtors has the same ability to resolve and pay valid current and future asbestos-related claims and other liabilities as Old IRNJ and Old Trane had before the restructurings. The Debtors' aggregate value (not including insurance assets) is approximately $70-$75 million, not including additional cash amounts above minimum thresholds, which additional cash amounts as of the Petition Date were approximately $3-$5 million. This aggregate value includes the 100% equity interests in the Non-Debtor Subsidiaries, each of which is a profitable business in its own right, projected to generate approximately $2.9 million and $1.4 million in EBITDA per year, respectively. To the extent the Debtors' assets, including insurance, are insufficient, they have access to additional uncapped funds through the Funding Agreements.

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[5] Such insurance generally does not provide "dollar for dollar" coverage of such claims.

18. The Funding Agreements impose no repayment obligation on the Debtors; they are not loans. They obligate either New Trane Technologies or New Trane to provide funding to pay for all costs and expenses incurred by the applicable Debtor in the normal course of business to the extent that any cash distributions received by such Debtor from its Non-Debtor Subsidiary are insufficient to pay such costs and expenses. This obligation includes costs and expenses incurred (a) when there is no bankruptcy case and (b) during the pendency of any chapter 11 case, including the costs of administering the chapter 11 case. In addition, the Funding Agreements require either New Trane Technologies or New Trane to fund any amounts (a) to satisfy the applicable Debtor's asbestos-related liabilities when there is no bankruptcy case and (b) in the event of a chapter 11 filing, to provide the funding for a section 524(g) asbestos trust. In both situations this funding is required to the extent that any cash distributions received by a Debtor from its Non-Debtor Subsidiary are insufficient to pay such costs and expenses and further, in the case of the funding needed for an asbestos trust, the Debtor's other assets are insufficient to provide that funding.

19. To make sure the Debtors have access to services they need to effectively operate their businesses, in connection with the 2020 Corporate Restructuring, each of the Debtors entered into a separate agreement (together, the "Services Agreements") with New Trane Technologies. Pursuant to the Services Agreements, New Trane Technologies provides a wide array of business, administrative, tax, legal, finance, and other services that are critical for the day-to-day operations of the Debtors. In addition, the Debtors entered into a secondment agreement with New Trane Technologies to obtain the professional services of certain New Trane Technologies employees.

20. Further, following the 2020 Corporate Restructuring, each Debtor also entered into a cash pooling agreement to provide for a coordinated cash management system. To maximize the efficiencies of a coordinated cash management system, each of the cash pooling agreements provides for the pooling of funds belonging to either (a) Aldrich and 200 Park or (b) Murray and ClimateLabs. These funds are maintained and managed by each respective Debtor. The cash balance under the cash pooling agreements at all times remains the property of either 200 Park or ClimateLabs (as applicable) and is not property of the Debtors' chapter 11 estates.

III. THE DECISION TO FILE THESE CHAPTER 11 CASES AND THE DEBTORS' OBJECTIVES FOR THEIR CHAPTER 11 REORGANIZATION

21. After careful consideration of the status of their asbestos litigation and potential options to resolve asbestos-related claims, the Debtors determined that the filing of chapter 11 cases in this Court was appropriate and necessary. The Debtors further concluded that these chapter 11 cases offered the best alternative under the circumstances to permanently, globally, and fairly resolve the asbestos claims against them.

22. The Debtors' goal in these cases is to negotiate and ultimately confirm a plan of reorganization that, as authorized by section 524(g) of the Bankruptcy Code ("section 524(g)"), would: (a) establish and fund a trust to resolve and pay valid current and future asbestos-related claims; and (b) provide for the issuance of an injunction that will permanently protect the Debtors and their affiliates (and other relevant parties, including the Debtors' insurers) from any further asbestos-related claims arising from products sold by Old IRNJ and Old Trane or for which Old IRNJ and Old Trane may otherwise have had legal responsibility. The Debtors have sufficient assets, including cash available under the Funding Agreements, to fund a section

524(g) trust to efficiently and fairly review and compensate legitimate current and future asbestos claimants and otherwise qualify for section 524(g) relief.

23. I understand that, in bankruptcy cases that seek to utilize the provisions of section 524(g), the Debtors are expected to (a) negotiate an agreement to fund a trust with representatives of current and future asbestos claimants, (b) seek approval of any plan of reorganization implementing that agreement by the requisite vote required by section 524(g) of the Bankruptcy Code, and (c) obtain review and confirmation of the plan of reorganization by this Court and the federal district court. The Debtors are prepared immediately to commit the necessary effort and resources to satisfy the various requirements of section 524(g), including the negotiation of an agreement with the claimants' representatives on an acceptable and confirmable plan of reorganization as soon as possible. Throughout this process, the Debtors are also committed to working cooperatively with their insurers toward the goal of a consensual plan.

IV. FIRST DAY PLEADINGS

24. On the Petition Date, the Debtors filed First Day Pleadings requesting various forms of relief.[6]

25. I understand the general purpose of the First Day Pleadings is to: (a) obtain authorization for the continued use of the Debtors' bank accounts and operation under key agreements with their affiliates; (b) establish procedures for the efficient administration of these chapter 11 cases; and (c) assist in the smooth transition of the Debtors into chapter 11. I have reviewed each of the First Day Pleadings referenced below, including the exhibits thereto, and believe that the relief sought in each is tailored to meet the goals described above and will be critical to the Debtors' ability to achieve a successful reorganization.

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[6] Capitalized terms used below in the descriptions of the First Day Pleadings and not otherwise defined herein have the meanings given to them in the applicable First Day Pleadings. Certain of the other First Day Pleadings are discussed in the Tananbaum Declaration.

A. Extension of Time to File Schedules

26. The Debtors believe they will need additional time beyond the time period allotted under the Bankruptcy Rules to assemble all of the information necessary to complete and file the required schedules of assets and liabilities and statements of financial affairs (together, the "Schedules"). The Debtors will need the additional time because of (a) the size and complexity of these chapter 11 cases and (b) the volume of material that must be compiled and reviewed by the Debtors' limited staff to complete the Schedules during the early days of the restructuring. Because the Debtors' chapter 11 cases will involve tens of thousands of creditors and other parties in interest, it is my understanding that the Debtors will need to collect, review, and assemble a substantial amount of information to complete the Schedules.

27. Given (a) the large number of creditors and (b) the critical matters that the Debtors and their professionals were required to address prior to the commencement of these chapter 11 cases, the Debtors were not in a position to complete the Schedules by the Petition Date, even with the assistance of professionals. The Debtors further estimate that, with the many critical matters to be addressed in the early days of these cases, the Debtors will require more than 14 days after the Petition Date to complete the Schedules.

28. The additional time requested is important to help ensure that the Schedules are as accurate as possible. Given the volume of information that is provided in the Schedules, and the fact that the information must be accurate as of the Petition Date, additional time to complete the Schedules will help ensure that the relevant information is fully collected and evaluated and can be incorporated into the relevant filings. Accordingly, the Debtors will seek to extend the deadline by which they must file their Schedules to 46 days after the Petition Date, which is August 3, 2020, without prejudice to the Debtors' right to seek a further extension for cause.

B. Request to Continue Using Bank Accounts, Cash Management System, and Related Relief

29. The Debtors will seek approval of the continued use of their prepetition bank accounts, as well as authority to open and close bank accounts during these chapter 11 cases, as necessary or appropriate. In the ordinary course of business, the Debtors maintain three bank accounts at JP Morgan Chase (collectively, the "Bank Accounts"). Each of the Debtors holds a Bank Account at JP Morgan Chase (the "Aldrich Operating Account" and the "Murray Operating Account," respectively, and together, the "Operating Accounts"), which serves as both concentration and disbursement account for such Debtor. Each Operating Account is managed by the applicable Debtor. All payments and other funds that are received by the Debtors are deposited into the Operating Accounts, including (a) cash from New Trane Technologies or New Trane under the Funding Agreements and (b) Transferred Cash from 200 Park or ClimateLabs under the Cash Pooling Agreements. Disbursements from the Operating Accounts are made by check drawn on such accounts or ACH electronic transfers of cash.

30. In addition to the Aldrich Operating Account, Aldrich maintains one dormant bank account at JP Morgan Chase (the "PACE Disbursement Account"). Prior to the Petition Date, the Debtors used the PACE Disbursement Account to make asbestos-related disbursements, including payments to plaintiffs' counsel for settlements of asbestos claims. The PACE Disbursement Account was funded by transfers of the Debtors' cash from the Operating Accounts on an as-needed basis and in accordance with the terms of an agreement between the Debtors governing asbestos-related claim administration services provided by PACE. The balance of the PACE Disbursement Account is less than $3 million. The Debtors intend to transfer funds remaining in the PACE Disbursement Account to the applicable Operating Account.

31. The Debtors maintain, in the ordinary course, a process for collecting, holding, and disbursing cash using these Bank Accounts through their "Cash Management System." The Debtors' Cash Management System is consistent with the Cash Pooling Agreements and the Funding Agreements and is accurately described in the Motion. The Cash Management System promotes the central management of cash assets of the Debtors and their subsidiaries. Among other things, it ensures adequate liquidity among the Debtors' Bank Accounts and 200 Park's and ClimateLabs' bank accounts and maximizes the efficiency of their financial management and accounting. Continued use of the Cash Management System and continued performance under the Cash Pooling Agreements, as they are accurately described in the First Day Pleadings, is in the best interest of the Debtors' estates and parties in interest. The Debtors therefore will request authority to maintain their prepetition Cash Management System and continue to perform under the Cash Pooling Agreements.

32. In addition, the Debtors will request authority for JP Morgan Chase, and any other bank that may hold a bank account of the Debtors during these chapter 11 cases (each, a "Bank"), to charge, and the Debtors to pay or honor, both prepetition and postpetition service and other fees, costs, charges, and expenses to which the Bank may be entitled in accordance with its contractual arrangements with the Debtors. Further, the Debtors will request that the Court authorize the Bank to charge back returned items to the Bank Accounts in the ordinary course of business. The Debtors require this relief to minimize disruption to the Bank Accounts and to assist in accomplishing a smooth transition to, and operation in, chapter 11.

33. The Bank Accounts are insured by the United States through the Federal Deposit Insurance Corporation (the "FDIC") and are maintained at JP Morgan Chase, a large, well known, and well-capitalized institution. The Debtors believe that JP Morgan Chase is an

extremely stable and reliable institution and any other Banks will be of a similar status. The Debtors further believe that it would impose an undue and unnecessary administrative burden on the Debtors to require the Debtors to open and maintain numerous new accounts with limited funds such that all Account Funds may be covered by FDIC insurance, or, alternatively, to maintain a bond for the value of the Account Funds. Therefore, the Debtors will seek a waiver of section 345(b) of the Bankruptcy Code in these cases to the extent that the funds maintained in the Bank Accounts or any other domestic accounts during these chapter 11 cases exceed the amount insured by the FDIC or the Federal Savings & Loan Insurance Corporation.

34. To protect against the possible inadvertent payment of prepetition claims, the Debtors will advise JP Morgan Chase not to honor checks issued prior to the Petition Date, except as otherwise expressly permitted by an order of the Court and directed by the Debtors. As a practical matter, the Debtors believe it would be disruptive, administratively burdensome, and unnecessary to require the Debtors to close their existing Bank Accounts and open new debtor in possession bank accounts. The Debtors have the capacity to draw the necessary distinctions between prepetition and postpetition obligations and payments without closing the Bank Accounts and opening new ones. The Debtors further believe that authorizing the Debtors to continue to use their Bank Accounts will assist the Debtors in accomplishing a smooth transition to operating as debtors in possession.

35. In the ordinary course of their businesses, the Debtors use checks and other business forms (collectively, the "Business Forms"). The Debtors will request that they not be required to include the legend "D.I.P.," or any other debtor in possession designation, and the corresponding bankruptcy case number, on their Business Forms because such alteration is not necessary in these cases. The Debtors, as non-operating entities, have few business

relationships, and the parties they conduct business with (such as law firms) are expected to be well aware of the Debtors' status as debtors in possession.

C. Performance Under Certain Intercompany Agreements

36. 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. The transactions contemplated by the Intercompany Agreements are ordinary course transactions. Nevertheless, out of an abundance of caution and because New Trane Technologies is a non-debtor affiliate of the Debtors, the Debtors will seek confirmation of their authority to perform under the Intercompany Agreements.

37. The Intercompany Agreements consist of: (a) the Aldrich Services Agreement and the Murray Services Agreement, whereby 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 and (b) a secondment agreement whereby employees of New Trane Technologies are seconded to work for the Debtors on a full time or part time basis. 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. I have reviewed the descriptions of the Intercompany Agreements set forth in the Motion and have determined that they are fair and accurate to the best of my knowledge, information, and belief.

38. The Intercompany Agreements have been in place since the formation of the Debtors and throughout the prepetition period. 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; and the Intercompany Agreements are consistent with

intercompany practices among the Debtors' non-Debtor corporate affiliates. 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. It would be unduly burdensome and costly 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. Even before the 2020 Corporate Restructuring, Old IRNJ, Old Trane, and their affiliates used similar intercompany arrangements for years.

39. 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, and any such contract with a different provider would not be expected to be on such favorable terms. 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.

40. The costs associated with the Intercompany Agreements, in each case, 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. Further, the fees relating to the Services Agreements 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, which are market or below-market rates. Moreover, 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. Therefore, because the Debtors believe that they are (a) fair and reasonable, (b) essential to the Debtors' continued operations, (c) ordinary course, and (d) in the best interests of their estates and parties in interest, the Debtors will request authority to continue to perform under the Intercompany Agreements.

D. Interim Compensation Procedures for Retained Professionals

41. The Debtors' chapter 11 cases are large and complex cases that require a significant investment of time and resources by the professionals retained by the Debtors. Establishing an orderly, regular process for the allowance and payment of compensation and reimbursement of expenses for retained professionals will prevent such professionals from bearing the unjust burden of funding these chapter 11 cases, and will enable the Debtors to closely monitor the costs of administration and establish consistent procedures to pay such costs.

42. Therefore, the Debtors have proposed that, except as otherwise provided in an order of the Court authorizing the retention of a particular retained professional, all retained professionals be permitted to seek interim payment of compensation and reimbursement of expenses in accordance with the procedures proposed in the Motion.

E. Procedures for Engaging Ordinary Course Professionals

43. In the ordinary course of their businesses, the Debtors' call upon certain Ordinary Course Professionals to provide professional services. These Ordinary Course

Professionals provide valuable assistance in addressing issues of importance to the Debtors and their businesses, including in connection with the management of the Debtors' asbestos litigation.

44. The Debtors desire to employ the Ordinary Course Professionals, as and when requested by the Debtors, to render professional services to their estates in the same manner and for the same general purposes as such services were provided prior to the Petition Date. To avoid potential disruptions, it is important that the Debtors continue to have the ability to employ the Ordinary Course Professionals (e.g., to permit defense counsel to provide services related to the cases they have been defending), many of whom are familiar with the Debtors' history, businesses, and affairs, including the thousands of pending litigation matters.

45. The Ordinary Course Professionals generally will not be involved in the administration of these chapter 11 cases and will not be involved in counseling and advising the Debtors in respect thereof. Instead, the Ordinary Course Professionals will provide services in connection with the ongoing management of the Debtors' day-to-day affairs, including ordinary course advice and assistance relating to asbestos litigation. To the extent that services provided by the Ordinary Course Professionals involve some element of administration of the Debtors' estates, that involvement will be minimal or tangential.

46. Although the majority of the Ordinary Course Professionals identified to date are counsel in asbestos-related litigation that I understand is expected to remain stayed under section 362 of the Bankruptcy Code, services from these professionals may be needed from time to time. For example, the Debtors may require services in asbestos litigation relating to filing stay notices, addressing potential stay violations, monitoring dockets, compiling historical information regarding the Debtors' asbestos litigation, and providing information about these cases that is not available from any other source. However, without assurance that the

Debtors are authorized to use and pay these parties, I believe that many Ordinary Course Professionals may be reluctant to assist the Debtors when needed. Therefore, the Debtors will request approval of certain procedures for the engagement and compensation of Ordinary Course Professionals.

CONCLUSION

47. For all the reasons described herein and in the First Day Pleadings, I respectfully request that the Court grant the relief requested in the foregoing First Day Pleadings.

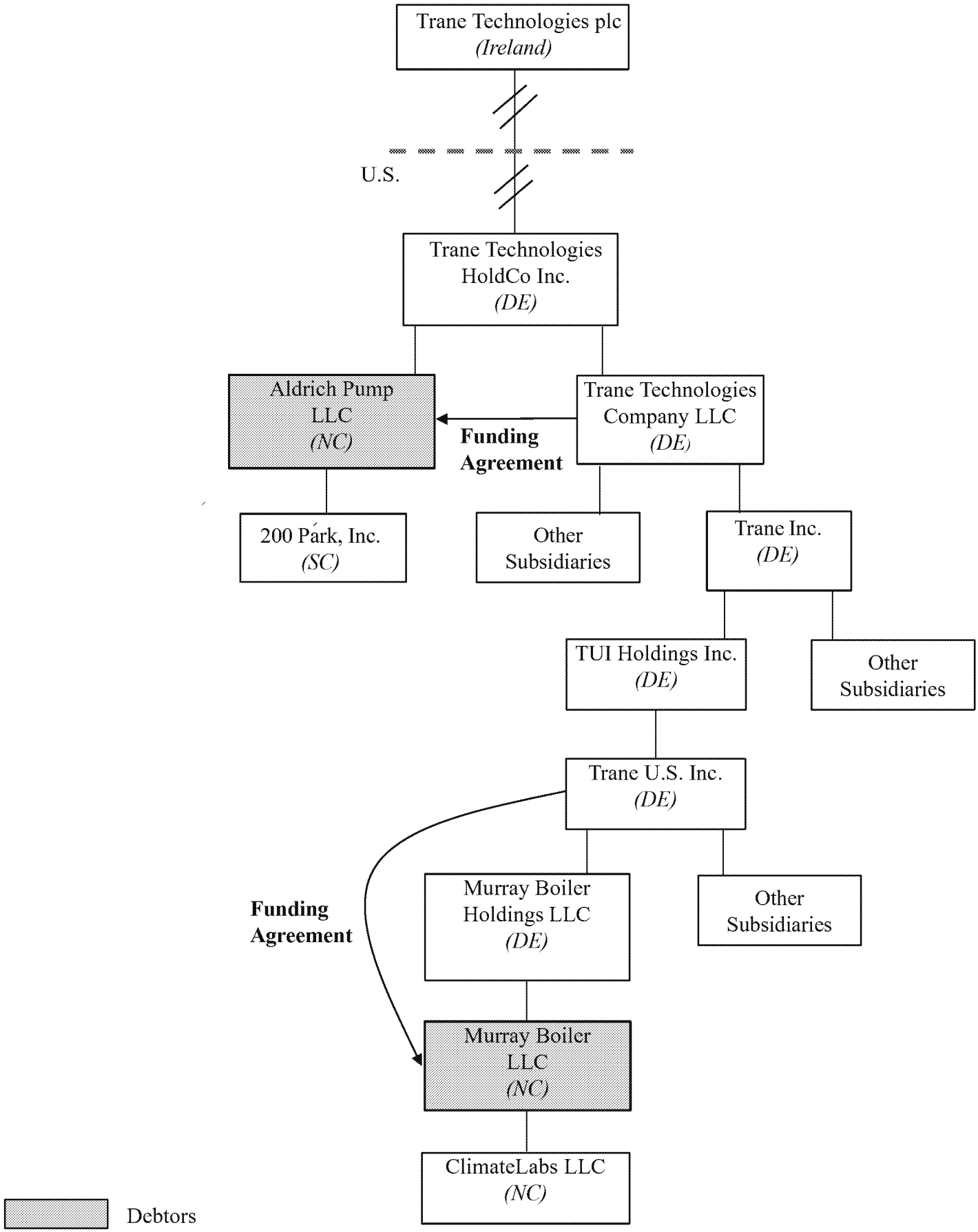
I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

EXECUTED on this 18th day of June, 2020.

/s/ Ray Pittard
Ray Pittard

Annex 1

Debtors' Corporate Structure Chart


Trane Technologies plc
(Ireland)
U.S.
Trane Technologies HoldCo Inc.
(DE)
Aldrich Pump LLC
(NC)
Funding Agreement
Trane Technologies Company LLC
(DE)
200 Park, Inc.
(SC)
Other Subsidiaries
Trane Inc.
(DE)
TUI Holdings Inc.
(DE)
Other Subsidiaries
Trane U.S. Inc.
(DE)
Funding Agreement
Murray Boiler Holdings LLC
(DE)
Other Subsidiaries
Murray Boiler LLC
(NC)
ClimateLabs LLC
(NC)
Debtors
Non-Debtors

Annex 2

The Funding Agreements

SECOND AMENDED AND RESTATED FUNDING AGREEMENT

This SECOND AMENDED AND RESTATED FUNDING AGREEMENT, dated as of June 15, 2020 (as it may be amended, restated, modified or supplemented from time to time, this "Agreement"), is between TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company ("New TTC"), and ALDRICH PUMP LLC, a North Carolina limited liability company ("Aldrich Pump").

RECITALS

A. On May 1, 2020, in contemplation of the divisional merger (the "Divisional Merger") of Trane Technologies Company LLC, a Texas limited liability company ("TTC (TX)"), pursuant to Chapter 10 of the Texas Business Organizations Code, Trane Technologies HoldCo Inc., a Delaware corporation ("TTHI"), as payor, and TTC (TX), as payee, executed and delivered a funding agreement dated as of May 1, 2020 (the "Original Funding Agreement").

B. Immediately following the execution of the Original Funding Agreement, TTHI, in its capacity as the sole member of TTC (TX), approved a Plan of Divisional Merger contemplating the Divisional Merger (the "Plan of Divisional Merger").

C. At the effective time of the Divisional Merger, (1) certain property of TTC (TX) as set forth on Schedule 5(b)(i) to the Plan of Divisional Merger and certain liabilities and obligations of TTC (TX) as set forth on Schedule 5(c)(i) to the Plan of Divisional Merger (collectively, the "Allocated Assets and Liabilities") were allocated to a new Texas limited liability company created upon the effectiveness of the Divisional Merger ("Aldrich Pump (TX)"), (2) the remaining property, liabilities and obligations of TTC (TX) were allocated to another new Texas limited liability company created upon effectiveness of the Divisional Merger ("New TTC (TX)"), and (3) TTC (TX) ceased to exist.

D. In the Original Funding Agreement, TTHI agreed, pursuant to the Original Funding Agreement, to provide funding to TTC (TX) sufficient to pay the costs of operations of Aldrich Pump's business and other liabilities and obligations included in the Allocated Assets and Liabilities as and when they become due.

E. The Allocated Assets and Liabilities included the rights and obligations of TTC (TX) under the Original Funding Agreement, and, at the effective time of the Divisional Merger, pursuant to the terms of the Plan of Divisional Merger, the rights and obligations of TTC (TX) under the Original Funding Agreement were allocated to Aldrich Pump (TX) such that, following the effectiveness of the Divisional Merger, Aldrich Pump (TX) had assets having a value at least equal to its liabilities and had financial capacity sufficient to satisfy its obligations as they become due in the ordinary course of business, including any Asbestos Related Liabilities.

F. Immediately following the effectiveness of the Divisional Merger, TTHI assigned to New TTC (TX), and New TTC (TX) assumed from TTHI, all rights and obligations of TTHI under the Original Funding Agreement (such assignment and assumption, the "Post-Merger Assignment"), whereupon TTHI was released from its obligations, and ceased to have any further obligations, under the Original Funding Agreement.

Assignment"), whereupon TTHI was released from its obligations, and ceased to have any further obligations, under the Original Funding Agreement.

G. Following the Divisional Merger and the Post-Merger Assignment, (1) New TTC (TX) effected a conversion (the "DE Conversion") into Payor, a Delaware limited liability company, and (2) Aldrich Pump (TX) effected a conversion (the "NC Conversion") into Payee, a North Carolina limited liability company.

H. On May 1, 2020, the Payor and Payee amended and restated the Original Funding Agreement (as so amended, the "Amended and Restated Funding Agreement") to reflect that the Divisional Merger, the Post-Merger Assignment, the DE Conversion and the NC Conversion had occurred and that the Payor, a Delaware limited liability company having the name Trane Technologies Company LLC, and the Payee, a North Carolina limited liability company, having the name Aldrich Pump LLC, were the parties to such agreement.

I. The Payor and Payee now desire to amend and restate the Amended and Restated Funding Agreement to clarify the intent of the parties hereto with respect to the termination of the rights and obligations hereunder in certain circumstances.

AGREEMENT

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

1. Definitions. As used in this Agreement, the following terms have the meanings herein specified unless the context otherwise requires:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Aldrich Pump" has the meaning specified in the first paragraph of this Agreement.

"Aldrich Pump (TX)" has the meaning specified in the recitals to this Agreement.

"Allocated Assets and Liabilities" has the meaning specified in the recitals to this Agreement.

"Amended and Restated Funding Agreement" has the meaning specified in the recitals to this Agreement.

"Asbestos Related Liabilities" has the meaning specified in Schedule 1 to this Agreement.

"Bankruptcy Case" means any voluntary case under chapter 11 of the Bankruptcy Code commenced by the Payee in the Bankruptcy Court.

"Bankruptcy Code" means title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"Bankruptcy Court" means the United States Bankruptcy Court where the Bankruptcy Case is commenced.

"Base Rate" means, for any day, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall at all times be equal to the greater of (a) the rate of interest established by Bank of America, N.A. from time to time, as its "prime rate," whether or not publicly announced, which interest rate may or may not be the lowest rate charged by it for commercial loans or other extensions of credit, and (b) the Federal Funds Effective Rate in effect from time to time, determined one Business Day in arrears, plus 1/2 of 1% per annum.

"Board" means (a) with respect to a corporation, the board of directors of the corporation or any committee thereof, (b) with respect to a partnership, the board of directors, the managing member or members or the board of managers, as applicable, of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or the board of managers, as applicable, of the limited liability company, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Business Day" means each day other than a Saturday, a Sunday or a day on which banking institutions in Charlotte, North Carolina or at a place of payment are authorized by law, regulation or executive order to remain closed.

"Capital Stock" means (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding (in each case of (a) through (d) above) any debt securities convertible into such equity securities.

"Contractual Obligation" means, as to any Person, any obligation or similar provision of any security issued by such Person or any agreement, instrument or other undertaking (excluding this Agreement) to which such Person is a party or by which it or any of its property is bound.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"DE Conversion" has the meaning specified in the recitals to this Agreement.

"District Court" means the United States District Court in the district of the Bankruptcy Court.

"Divisional Merger" has the meaning specified in the recitals to this Agreement.

"Event of Default" has the meaning specified in Section 6.

"Federal Funds Effective Rate" means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York.

"Funding Account" means the account of the Payee listed on Schedule 2 to this Agreement, into which the proceeds of all Payments made under this Agreement shall be deposited, or such other account designated in writing by the Payee to the Payor from time to time.

"Funding Date" has the meaning specified in Section 2(b).

"Funding Request" has the meaning specified in Section 2(b).

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States (including any adoption of International Financial Reporting Standards), in effect from time to time, consistently applied.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"NC Conversion" has the meaning specified in the recitals to this Agreement.

"New TTC" has the meaning specified in the first paragraph of this Agreement.

"New TTC (TX)" has the meaning specified in the recitals to this Agreement.

"Organizational Documents" means (a) with respect to any corporation, its certificate or articles of incorporation and bylaws, (b) with respect to any limited liability company, its certificate or articles of formation or organization and operating agreement, and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation of such entity.

"Original Funding Agreement" has the meaning specified in the recitals to this Agreement.

"Payee" means Aldrich Pump LLC, a North Carolina limited liability company.

"Payee Affiliate" means any wholly owned Affiliate of the Payee (and in no case includes the Payor or any Payor Affiliate).

"Payee Material Adverse Effect" means (a) a material impairment of the rights and remedies of the Payor under this Agreement, or of the ability of the Payee to perform its material obligations under this Agreement, or (b) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payee.

"Payment" has the meaning specified in Section 2(a).

"Payor" means Trane Technologies Company LLC, a Delaware limited liability company.

"Payor Affiliate" means any wholly owned Affiliate of the Payor (and in no case includes the Payee or any Payee Affiliate).

"Payor Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the business, assets, liabilities (actual or contingent) or financial condition of the Payor and its Subsidiaries, taken as a whole, (b) a material impairment of the rights and remedies of the Payee under this Agreement, or of the ability of the Payor to perform its material obligations under this Agreement, or (c) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payor.

"Permitted Funding Use" means each of the following:

(a) the payment of any and all costs and expenses of the Payee incurred in the normal course of its business (including the payment of any indemnification or other obligations of the Payee owing to any directors, managers or officers of the Payee) at any time when there is no proceeding under the Bankruptcy Code pending with respect to the Payee;

(b) the payment of any and all costs and expenses of the Payee incurred during the pendency of any Bankruptcy Case, including the costs of administering the Bankruptcy Case (including the costs of any litigation and appeals) and any and all other costs and expenses of the Payee incurred in the normal course of its business (including the payment of any indemnification or other obligations of the Payee owing to any directors, managers or officers of the Payee);

(c) when there is no proceeding under the Bankruptcy Code pending with respect to the Payee, the funding of any amounts to satisfy the Payee's Asbestos Related Liabilities established by a judgment of a court of competent jurisdiction or final settlement thereof and any and all ancillary costs and expenses of the Payee associated with such Asbestos Related Liabilities and any litigation thereof (including the costs of any appeals);

(d) on the effective date of a Section 524(g) Plan, the funding of an amount to satisfy Payee's Asbestos Related Liabilities in connection with the funding of a trust established under section 524(g) of the Bankruptcy Code for the benefit of existing and future claimants and any ancillary costs and expenses of the Payee associated with such Asbestos Related Liabilities and any litigation thereof (including the costs of any appeals), as provided in such Section 524(g) Plan;

(e) the funding of any amounts necessary to cause the Funding Account to contain an amount that is at least $3,000,000 in excess of the Reserve Amount at such time; and

(f) the funding of any obligations of the Payee owed to the Payor or any Payor Affiliate, including any indemnification or other obligations of the Payee under any agreement provided for in the Plan of Divisional Merger;

in the case of clauses (a) through (f) above, solely to the extent that any cash distributions theretofore received by the Payee from its Subsidiaries are insufficient to pay such costs and expenses and fund such amounts and obligations in full and further, in the case of clause (d) above, solely to the extent the Payee's other assets are insufficient to satisfy the Payee's liabilities, including the Payee's Asbestos Related Liabilities, in connection with such Section 524(g) Plan.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Plan of Divisional Merger" has the meaning specified in the recitals to this Agreement.

"Post-Merger Assignment" has the meaning specified in the recitals to this Agreement.

"Reserve Amount" means $12,000,000.

"SEC" means the Securities and Exchange Commission.

"Section 524(g) Plan" means a plan of reorganization for the Payee confirmed by a final, nonappealable order of the Bankruptcy Court and the District Court providing Payor and Payee with all of the protections of section 524(g) of the Bankruptcy Code.

"Subsidiary" means any Person a majority of the outstanding Voting Stock of which is owned or controlled by the Payor or by one or more other Subsidiaries and that is consolidated in the Payor's accounts.

"TTC (TX)" has the meaning specified in the recitals to this Agreement.

"TTHI" has the meaning specified in the recitals to this Agreement.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of such Person.

2. Funding Obligations and Procedures.

(a) Funding Obligations. The Payor hereby agrees, on the terms and conditions set forth in this Agreement, upon the request of the Payee from time to time in accordance with the requirements of Section 2(b), to make payments to the Payee (each, a "Payment"), the proceeds of which shall be used by the Payee for any Permitted Funding Use. Nothing in this Agreement shall obligate the Payor to make Payments under this Agreement that in the aggregate exceed the aggregate amount necessary for the Payee to fund all Permitted Funding Uses, and nothing in this Agreement shall obligate the Payor to make any individual payment under this Agreement that exceeds the amount requested by the Payee in the applicable Funding Request.

(b) Funding Requests. To request a Payment, the Payee shall deliver to the Payor a written request (which written request may be a .pdf delivered via email) for such Payment in a form reasonably acceptable to the Payor and signed by the Payee (each, a "Funding Request"). Each Funding Request shall specify (i) the amount of the requested Payment, which shall be no less than $500,000, and (ii) the date of the requested Payment, which shall be a date that is at least five Business Days following the delivery of such Funding Request (each such date, a "Funding Date"). Each Funding Request by the Payee shall constitute a representation and warranty by the Payee that the conditions set forth in Section 2(d) have been satisfied. Except as required to comply with the minimum requirements in Section 2(b)(i), Payee shall not deliver a Funding Request for an amount in excess of the aggregate amount necessary for the Payee to fund all current Permitted Funding Uses and all projected Permitted Funding Uses over the 30 days following the date of such Funding Request.

(c) Payments. Subject only to the satisfaction of the conditions set forth in Section 2(d), on or prior to any Funding Date, the Payor shall pay or cause to be paid to the Payee an amount equal to the amount of the requested Payment specified in the applicable Funding Request. All Payments shall be made by wire or other transfer of immediately available funds, in United States dollars, to the Funding Account. In the event that the Payor does not make any Payment within the time period required by this Section 2(c), the amount of the requested Payment shall bear interest at a rate per annum equal to the Base Rate *plus* 2% until such Payment is made and the Payor shall include any interest accruing pursuant to this Section 2(c) in the next Payment made to the Payee.

(d) Conditions to Payments. The Payor's obligation to make any Payment is subject to the satisfaction of the following conditions as of the date of the Funding Request relating to such Payment (i) the representations and warranties of the Payee set forth in Section 3(b) shall be true and correct without regard to the impact of any Bankruptcy Case, including any notices or other actions that may be required therein, and (ii) there shall have been no violation by the Payee of the covenant set forth in Section 5.

(e) Automatic Termination. This Agreement will automatically terminate without notice and without any other action by any party hereto immediately following the effective date of a Section 524(g) Plan.

3. Representations and Warranties.

(a) Representations and Warranties of the Payor. The Payor represents and warrants to the Payee that:

(i) Existence, Qualification and Power. The Payor (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (I) own or lease its material assets and carry on its business and (II) execute, deliver and perform its obligations under this Agreement, and (C) is duly qualified and is licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (B)(I) or (C), to the extent that failure to do so could not reasonably be expected to have a Payor Material Adverse Effect.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payor of this Agreement has been duly authorized by all necessary corporate or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any Contractual Obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, or (C) violate any applicable law; except in each case referred to in clause (B) or (C), to the extent the failure to do so could not reasonably be expected to have a Payor Material Adverse Effect.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution delivery or performance of this Agreement by, or enforcement against, the Payor.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payor. This Agreement constitutes a legal, valid and binding obligation of the Payor, enforceable against the Payor in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and by equitable principles.

(b) Representations and Warranties of the Payee. The Payee represents and warrants to the Payor that:

(i) Existence, Qualification and Power. The Payee (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (I) own or lease its material assets and carry on its business and (II) execute, deliver and perform its obligations under this Agreement and (C) is duly qualified and is licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (B)(I) or (C), to the extent that failure to do so could not reasonably be expected to have a Payee Material Adverse Effect.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payee of this Agreement has been duly authorized by all necessary corporate or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any Contractual Obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, or (C) violate any applicable law; except in each case referred to in clause (B) or (C), to the extent the failure to do so could not reasonably be expected to have a Payee Material Adverse Effect.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution delivery or performance of this Agreement by, or enforcement against, the Payee.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payee. This Agreement constitutes a legal, valid and binding obligation of the Payee, enforceable against the Payee in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and by equitable principles.

4. Covenants of the Payor.

(a) Provision of Financial Information.

(i) The Payor will furnish to the Payee, no later than 90 days after the end of each fiscal year (in the case of annual financial statements) and 60 days after the end of each fiscal quarter other than the last fiscal quarter (in the case of quarterly financial statements), unaudited annual and quarterly consolidated financial statements prepared in accordance with GAAP (subject to the absence of

notes to the financial statements and related disclosures, and, with respect to quarterly financial statements, normal year-end audit adjustments).

(ii) By accepting such financial information, the Payee will be deemed to have represented to and agreed with the Payor that: (A) it will not use the information in violation of applicable securities laws or regulations; and (B) it will not communicate the information to any Person, including in any aggregated or converted form, and will keep the information confidential, other than where disclosure of such information is required by law, regulation or legal process (in which case the Payee shall, to the extent permitted by law, notify the Payor promptly thereof).

(iii) Notwithstanding the foregoing, the financial statements, information and other documents required to be provided as described in Section 4(a)(i) may be, rather than those of the Payor, those of any direct or indirect parent of the Payor. Notwithstanding the foregoing, the Payor may fulfill the requirement to distribute such financial information by filing the information with the SEC within the applicable time periods required by the SEC. The Payor will be deemed to have satisfied the reporting requirements of Section 4(a)(i) if any direct or indirect parent of the Payor has filed such reports containing such information with the SEC within the applicable time periods required by the SEC and such reports are publicly available. To the extent a direct or indirect parent of the Payor provides financial statements, information and other documents pursuant to the first sentence of this Section 4(a)(iii) or such parent files such report with the SEC pursuant to the third sentence of this Section 4(a)(iii), and if the financial information so furnished relates to such direct or indirect parent of the Payor, the same shall be accompanied by consolidating information that explains in reasonable detail the difference between the information relating to such parent, on the one hand, and the information relating to the Payor and its Subsidiaries on a standalone basis, on the other hand.

(b) Successor to the Payor upon Consolidation or Merger.

(i) Subject to the provisions of Sections 4(b)(ii) and 4(b)(iii), nothing contained in this Agreement shall prevent any consolidation or merger of the Payor with or into any Person, or successive consolidations or mergers in which the Payor or its successor or successors shall be a party or parties, or shall prevent any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all the property of the Payor (for the avoidance of doubt, calculated by including any equity interests held by the Payor), to any Person; *provided*, *however*, and the Payor hereby covenants and agrees, that, if the surviving Person, acquiring Person or lessee is a Person other than the Payor, upon any such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, all of the Payor's funding obligations under this Agreement and the observance of all other covenants and conditions of this Agreement to be performed by the Payor, shall be expressly assumed by an amendment to this Agreement or such other documentation in form reasonably satisfactory to the

Payee, executed and delivered to the Payee by the Person formed by such consolidation, or into which the Payor shall have been merged, or by the Person which shall have acquired or leased such property. This covenant will not apply to (A) a merger of the Payor with an Affiliate solely for the purpose of reincorporating the Payor in another jurisdiction within the United States, (B) any conversion of the Payor from an entity formed under the laws of one state to the same type of entity formed under the laws of another state, or (C) any conversion of the Payor from a limited liability company to a corporation, from a corporation to a limited liability company, from a limited liability company to a limited partnership or a similar conversion, whether the converting entity and the converted entity are formed under the laws of the same state or the converting entity is formed under the laws of one state and the converted entity is formed of the laws of a different state.

(ii) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets, of the Payor (for the avoidance of doubt, calculated by including any equity interests held by the Payor) in a transaction that is subject to, and that complies with, the provisions of the preceding clause (i), the successor Person formed by such consolidation with the Payor or into which the Payor is merged, or to which such sale, assignment, transfer, lease, conveyance or other disposition is made, shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Agreement referring to the "Payor" shall refer instead to the successor Person and not to the Payor), and may exercise every right and power of, the Payor under this Agreement with the same effect as if such successor Person had been named as the Payor herein. In the event of a succession in compliance with this Section 4(b)(ii), the predecessor Person shall be relieved from every obligation and covenant under this Agreement upon the consummation of such succession.

(iii) Any consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition referred to in the preceding clause (i) shall not be permitted under this Agreement unless immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

5. Covenants of the Payee. The Payee shall not use the proceeds of any Payment made under this Agreement for any purpose other than a Permitted Funding Use. The Payee will perform its indemnification obligations owing to the Payor under the agreements provided for in the Plan of Divisional Merger in all material respects.

6. Events of Default. Each of the following events constitutes an "Event of Default":

(a) the Payor defaults in its funding obligations pursuant to Section 2 and such default continues for a period of 10 Business Days;

(b) the Payor defaults in the performance of, or breaches, any covenant or representation or warranty of the Payor in this Agreement (other than a covenant or representation or warranty which is specifically dealt with elsewhere in this Section 6) and such default or breach continues for a period of 90 days, or, in the case of any failure to comply with Section 4(a) of this Agreement, 180 days, in each case after there has been given, by registered or certified mail, to the Payor by the Payee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(c) the Payor, pursuant to or within the meaning of the Bankruptcy Code or any similar federal or state law for the relief of debtors, (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors, or (v) generally is not paying its debts as they become due; and

(d) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code or any similar federal or state law for the relief of debtors that (i) is for relief against the Payor, (ii) appoints a custodian of the Payor for all or substantially all of the property of the Payor, or (iii) orders the liquidation of the Payor, and, in each case of (i) through (iii) above, such order or decree remains unstayed and in effect for 60 consecutive days.

Upon becoming aware of any Default or Event of Default, the Payor shall promptly deliver to the Payee a statement specifying such Default or Event of Default.

7. Remedies. Upon the occurrence of any Event of Default, and at any time thereafter during the continuance of any such Event of Default, the Payee may pursue any available remedy to collect any unfunded Payments due and owing to the Payee or to enforce the performance of any provision of this Agreement.

8. Notices. All notices required under this Agreement, including each Funding Request and any approval of or objection to a Funding Request, shall be delivered to the applicable party to this Agreement at the address set forth below. Unless otherwise specified herein, delivery of any such notice by email, facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart thereof.

Payor:

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

Payee:

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

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. No Implied Waiver; Amendments. No failure or delay on the part of the Payee to exercise any right, power or privilege under this Agreement, and no course of dealing between the Payor, on the one hand, and the Payee, on the other hand, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on the Payor in any case shall entitle the Payor to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the holder of this Agreement to any other or further action in any circumstances without notice or demand. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Payee therefrom, shall in any event be effective unless the same shall be in writing, specifically refer to this Agreement, and be signed by the Payor and the Payee, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given. A waiver on any such occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any future occasion.

11. Counterparts; Entire Agreement; Electronic Execution. This Agreement may be executed in separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, including the Schedules attached hereto, constitutes the entire contract among the parties relating to the subject matter hereof and supersedes, in its entirety, the Amended and Restated Funding Agreement. This Agreement shall become effective when it shall have been executed by each party hereto and each party hereto shall have received counterparts hereof which, when taken together, bear the signatures of each of party hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Severability. If any one or more of the provisions contained in this Agreement, including the Schedules attached hereto, are invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of all the remaining provisions will not in any way be affected or impaired. If any one or more provisions contained in this Agreement are deemed invalid, illegal or unenforceable because of their scope or breadth, such provisions shall be reformed and replaced with provisions whose scope and breadth are valid under applicable law.

13. Transfer; Assignment. This Agreement shall be binding upon the Payor and its successors and assigns, and the terms and provisions of this Agreement shall inure to the benefit of the Payee and its successors and assigns. The Payor's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payee; *provided*, *however*, that no such consent of the Payee shall be required in connection with any transfer effected in compliance with Section 4(b). The Payee's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payor.

14. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless specifically stated otherwise, all references to Sections and Schedules are to the Sections and Schedules of or to this Agreement.

15. Rights of Parties. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

[Signature page follows]

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

TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company, as the Payor

By: _____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC, a North Carolina limited liability company, as the Payee

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

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

TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company, as the Payor

By: _____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC, a North Carolina limited liability company, as the Payee

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

[Signature Page to Second Amended and Restated Funding Agreement]

SCHEDULE 1

Definition of Asbestos Related Liabilities

For purposes of this Agreement, "Asbestos Related Liabilities" means all Liabilities (as defined below) of the Payee related in any way to asbestos or asbestos containing materials.

Capitalized terms that are used in this Schedule 1 have the following meanings:

(a) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupment, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(b) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee, understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(c) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(d) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(e) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including (i) those arising or that may arise under any past, present or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(f) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(g) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(h) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(i) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

SCHEDULE 2

Funding Account

Aldrich Pump LLC
Account Name: JP Morgan Chase Bank
Account Number: [redacted]9263
ABA/Routing Number: [redacted]

SECOND AMENDED AND RESTATED FUNDING AGREEMENT

This SECOND AMENDED AND RESTATED FUNDING AGREEMENT, dated as of June 15, 2020 (as it may be amended, restated, modified or supplemented from time to time, this "Agreement"), is between TRANE U.S. INC., a Delaware corporation ("New TUI"), and MURRAY BOILER LLC, a North Carolina limited liability company ("Murray Boiler").

RECITALS

A. On May 1, 2020, in contemplation of the divisional merger (the "Divisional Merger") of Trane U.S. Inc., a Texas corporation ("TUI (TX)"), pursuant to Chapter 10 of the Texas Business Organizations Code (the "TBOC"), TUI Holdings Inc., a Delaware corporation ("THI"), as payor, and TUI (TX), as payee, executed and delivered a funding agreement dated as of May 1, 2020 (the "Original Funding Agreement").

B. Immediately following the execution of the Original Funding Agreement, Murray Boiler Holdings LLC, a Delaware limited liability company, and THI, together the record and beneficial owners of 100% of the issued and outstanding shares of capital stock of TUI (TX), approved a Plan of Divisional Merger contemplating the Divisional Merger (the "Plan of Divisional Merger").

C. At the effective time of the Divisional Merger, (1) certain property of TUI (TX) as set forth on Schedule 5(b)(i) to the Plan of Divisional Merger and certain liabilities and obligations of TUI (TX) as set forth on Schedule 5(c)(i) to the Plan of Divisional Merger (collectively, the "Allocated Assets and Liabilities") were allocated to a new Texas limited liability company created upon the effectiveness of the Divisional Merger ("Murray Boiler (TX)"), (2) the remaining property, liabilities and obligations of TUI (TX) were allocated to a new Texas corporation created upon effectiveness of the Divisional Merger ("New TUI (TX)"), and (3) TUI (TX) ceased to exist.

D. In the Original Funding Agreement, THI agreed, pursuant to the Original Funding Agreement, to provide funding to TUI (TX) sufficient to pay the costs of operations of Murray Boiler's business and other liabilities and obligations included in the Allocated Assets and Liabilities as and when they become due.

E. The Allocated Assets and Liabilities included the rights and obligations of TUI (TX) under the Original Funding Agreement, and, at the effective time of the Divisional Merger, pursuant to the terms of the Plan of Divisional Merger, the rights and obligations of TUI (TX) under the Original Funding Agreement were allocated to Murray Boiler (TX) such that, following the effectiveness of the Divisional Merger, Murray Boiler (TX) had assets having a value at least equal to its liabilities and had financial capacity sufficient to satisfy its obligations as they become due in the ordinary course of business, including any Asbestos Related Liabilities.

F. Immediately following the effectiveness of the Divisional Merger, THI assigned to New TUI (TX), and New TUI (TX) assumed from THI, all rights and obligations of THI under the Original Funding Agreement (such assignment and assumption, the "Post-Merger

Assignment"), whereupon THI was released from its obligations, and ceased to have any further obligations, under the Original Funding Agreement.

G. Following the Divisional Merger and the Post-Merger Assignment, (1) New TUI (TX) effected a conversion (the "DE Conversion") into Payor, a Delaware corporation, and (2) Murray Boiler (TX) effected a conversion (the "NC Conversion") into Payee, a North Carolina limited liability company.

H. On May 1, 2020, the Payor and Payee amended and restated the Original Funding Agreement (as so amended, the "Amended and Restated Funding Agreement") to reflect that the Divisional Merger, the Post-Merger Assignment, the DE Conversion and the NC Conversion had occurred and that the Payor, a Delaware corporation having the name Trane U.S. Inc., and the Payee, a North Carolina limited liability company, having the name Murray Boiler LLC, were the parties to such agreement.

I. The Payor and Payee now desire to amend and restate the Amended and Restated Funding Agreement to clarify the intent of the parties hereto with respect to the termination of the rights and obligations hereunder in certain circumstances.

AGREEMENT

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

1. Definitions. As used in this Agreement, the following terms have the meanings herein specified unless the context otherwise requires:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Allocated Assets and Liabilities" has the meaning specified in the recitals to this Agreement.

"Amended and Restated Funding Agreement" has the meaning specified in the recitals to this Agreement.

"Asbestos Related Liabilities" has the meaning specified in Schedule 1 to this Agreement.

"Bankruptcy Case" means any voluntary case under chapter 11 of the Bankruptcy Code commenced by the Payee in the Bankruptcy Court.

"Bankruptcy Code" means title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"Bankruptcy Court" means the United States Bankruptcy Court where the Bankruptcy Case is commenced.

"Base Rate" means, for any day, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall at all times be equal to the greater of (a) the rate of interest established by Bank of America, N.A. from time to time, as its "prime rate," whether or not publicly announced, which interest rate may or may not be the lowest rate charged by it for commercial loans or other extensions of credit, and (b) the Federal Funds Effective Rate in effect from time to time, determined one Business Day in arrears, plus 1/2 of 1% per annum.

"Board" means (a) with respect to a corporation, the board of directors of the corporation or any committee thereof, (b) with respect to a partnership, the board of directors, the managing member or members or the board of managers, as applicable, of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or the board of managers, as applicable, of the limited liability company, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Business Day" means each day other than a Saturday, a Sunday or a day on which banking institutions in Charlotte, North Carolina or at a place of payment are authorized by law, regulation or executive order to remain closed.

"Capital Stock" means (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding (in each case of (a) through (d) above) any debt securities convertible into such equity securities.

"Contractual Obligation" means, as to any Person, any obligation or similar provision of any security issued by such Person or any agreement, instrument or other undertaking (excluding this Agreement) to which such Person is a party or by which it or any of its property is bound.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"DE Conversion" has the meaning specified in the recitals to this Agreement.

"District Court" means the United States District Court in the district of the Bankruptcy Court.

"Divisional Merger" has the meaning specified in the recitals to this Agreement.

"Event of Default" has the meaning specified in Section 6.

"Federal Funds Effective Rate" means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York.

"Funding Account" means the account of the Payee listed on Schedule 2 to this Agreement, into which the proceeds of all Payments made under this Agreement shall be deposited, or such other account designated in writing by the Payee to the Payor from time to time.

"Funding Date" has the meaning specified in Section 2(b).

"Funding Request" has the meaning specified in Section 2(b).

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States (including any adoption of International Financial Reporting Standards), in effect from time to time, consistently applied.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Murray Boiler" has the meaning specified in the first paragraph of this Agreement.

"Murray Boiler (TX)" has the meaning specified in the recitals to this Agreement.

"NC Conversion" has the meaning specified in the recitals to this Agreement.

"New TUI" has the meaning specified in the first paragraph of this Agreement.

"New TUI (TX)" has the meaning specified in the recitals to this Agreement.

"Organizational Documents" means (a) with respect to any corporation, its certificate or articles of incorporation and bylaws, (b) with respect to any limited liability company, its certificate or articles of formation or organization and operating agreement, and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation of such entity.

"Original Funding Agreement" has the meaning specified in the recitals to this Agreement.

"Payee" means Murray Boiler LLC, a North Carolina limited liability company.

"Payee Affiliate" means any wholly owned Affiliate of the Payee (and in no case includes the Payor or any Payor Affiliate).

"Payee Material Adverse Effect" means (a) a material impairment of the rights and remedies of the Payor under this Agreement, or of the ability of the Payee to perform its material obligations under this Agreement, or (b) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payee.

"Payment" has the meaning specified in Section 2(a).

"Payor" means Trane U.S. Inc., a Delaware corporation.

"Payor Affiliate" means any wholly owned Affiliate of the Payor (and in no case includes the Payee or any Payee Affiliate).

"Payor Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the business, assets, liabilities (actual or contingent) or financial condition of the Payor and its Subsidiaries, taken as a whole, (b) a material impairment of the rights and remedies of the Payee under this Agreement, or of the ability of the Payor to perform its material obligations under this Agreement, or (c) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payor.

"Permitted Funding Use" means each of the following:

(a) the payment of any and all costs and expenses of the Payee incurred in the normal course of its business (including the payment of any indemnification or other obligations of the Payee owing to any directors, managers or officers of the Payee) at any time when there is no proceeding under the Bankruptcy Code pending with respect to the Payee;

(b) the payment of any and all costs and expenses of the Payee incurred during the pendency of any Bankruptcy Case, including the costs of administering the Bankruptcy Case (including the costs of any litigation and appeals) and any and all other costs and expenses of the Payee incurred in the normal course of its business (including the payment of any indemnification or other obligations of the Payee owing to any directors, managers or officers of the Payee);

(c) when there is no proceeding under the Bankruptcy Code pending with respect to the Payee, the funding of any amounts to satisfy the Payee's Asbestos Related Liabilities established by a judgment of a court of competent jurisdiction or final settlement thereof and any and all ancillary costs and expenses of the Payee associated with such Asbestos Related Liabilities and any litigation thereof (including the costs of any appeals);

(d) on the effective date of a Section 524(g) Plan, the funding of an amount to satisfy Payee's Asbestos Related Liabilities in connection with the funding of a trust established under section 524(g) of the Bankruptcy Code for the benefit of existing and future claimants and any ancillary costs and expenses of the Payee associated with such Asbestos Related Liabilities and any litigation thereof (including the costs of any appeals), as provided in such Section 524(g) Plan;

(e) the funding of any amounts necessary to cause the Funding Account to contain an amount that is at least $3,000,000 in excess of the Reserve Amount at such time; and

(f) the funding of any obligations of the Payee owed to the Payor or any Payor Affiliate, including any indemnification or other obligations of the Payee under any agreement provided for in the Plan of Divisional Merger;

in the case of clauses (a) through (f) above, solely to the extent that any cash distributions theretofore received by the Payee from its Subsidiaries are insufficient to pay such costs and expenses and fund such amounts and obligations in full and further, in the case of clause (d) above, solely to the extent the Payee's other assets are insufficient to satisfy the Payee's liabilities, including the Payee's Asbestos Related Liabilities, in connection with such Section 524(g) Plan.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Plan of Divisional Merger" has the meaning specified in the recitals to this Agreement.

"Post-Merger Assignment" has the meaning specified in the recitals to this Agreement.

"Reserve Amount" means $5,000,000.

"SEC" means the Securities and Exchange Commission.

"Section 524(g) Plan" means a plan of reorganization for the Payee confirmed by a final, nonappealable order of the Bankruptcy Court and the District Court providing Payor and Payee with all of the protections of section 524(g) of the Bankruptcy Code.

"Subsidiary" means any Person a majority of the outstanding Voting Stock of which is owned or controlled by the Payor or by one or more other Subsidiaries and that is consolidated in the Payor's accounts.

"THI" has the meaning specified in the recitals to this Agreement.

"TUI (TX)" has the meaning specified in the recitals to this Agreement.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of such Person.

2. Funding Obligations and Procedures.

(a) Funding Obligations. The Payor hereby agrees, on the terms and conditions set forth in this Agreement, upon the request of the Payee from time to time in accordance with the requirements of Section 2(b), to make payments to the Payee (each, a "Payment"), the proceeds of which shall be used by the Payee for any Permitted Funding Use. Nothing in this Agreement shall obligate the Payor to make Payments under this Agreement that in the aggregate exceed the aggregate amount necessary for the Payee to fund all Permitted Funding Uses, and nothing in this Agreement shall obligate the Payor to make any individual payment under this Agreement that exceeds the amount requested by the Payee in the applicable Funding Request.

(b) Funding Requests. To request a Payment, the Payee shall deliver to the Payor a written request (which written request may be a .pdf delivered via email) for such Payment in a form reasonably acceptable to the Payor and signed by the Payee (each, a "Funding Request"). Each Funding Request shall specify (i) the amount of the requested Payment, which shall be no less than $500,000, and (ii) the date of the requested Payment, which shall be a date that is at least five Business Days following the delivery of such Funding Request (each such date, a "Funding Date"). Each Funding Request by the Payee shall constitute a representation and warranty by the Payee that the conditions set forth in Section 2(d) have been satisfied. Except as required to comply with the minimum requirements in Section 2(b)(i), Payee shall not deliver a Funding Request for an amount in excess of the aggregate amount necessary for the Payee to fund all current Permitted Funding Uses and all projected Permitted Funding Uses over the 30 days following the date of such Funding Request.

(c) Payments. Subject only to the satisfaction of the conditions set forth in Section 2(d), on or prior to any Funding Date, the Payor shall pay or cause to be paid to the Payee an amount equal to the amount of the requested Payment specified in the applicable Funding Request. All Payments shall be made by wire or other transfer of immediately available funds, in United States dollars, to the Funding Account. In the event that the Payor does not make any Payment within the time period required by this Section 2(c), the amount of the requested Payment shall bear interest at a rate per annum equal to the Base Rate *plus* 2% until such Payment is made and the Payor shall include any interest accruing pursuant to this Section 2(c) in the next Payment made to the Payee.

(d) Conditions to Payments. The Payor's obligation to make any Payment is subject to the satisfaction of the following conditions as of the date of the Funding Request relating to such Payment (i) the representations and warranties of the Payee set forth in Section 3(b) shall be true and correct without regard to the impact of any Bankruptcy Case, including any notices or other actions that may be required therein, and (ii) there shall have been no violation by the Payee of the covenant set forth in Section 5.

(e) Automatic Termination. This Agreement will automatically terminate without notice and without any other action by any party hereto immediately following the effective date of a Section 524(g) Plan.

3. Representations and Warranties.

(a) Representations and Warranties of the Payor. The Payor represents and warrants to the Payee that:

(i) Existence, Qualification and Power. The Payor (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (I) own or lease its material assets and carry on its business and (II) execute, deliver and perform its obligations under this Agreement, and (C) is duly qualified and is licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (B)(I) or (C), to the extent that failure to do so could not reasonably be expected to have a Payor Material Adverse Effect.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payor of this Agreement has been duly authorized by all necessary corporate or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any Contractual Obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, or (C) violate any applicable law; except in each case referred to in clause (B) or (C), to the extent the failure to do so could not reasonably be expected to have a Payor Material Adverse Effect.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution delivery or performance of this Agreement by, or enforcement against, the Payor.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payor. This Agreement constitutes a legal, valid and binding obligation of the Payor, enforceable against the Payor in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and by equitable principles.

(b) Representations and Warranties of the Payee. The Payee represents and warrants to the Payor that:

(i) Existence, Qualification and Power. The Payee (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (I) own or lease its material assets and carry on its business and (II) execute, deliver and perform its obligations under this Agreement and (C) is duly qualified and is licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (B)(I) or (C), to the extent that failure to do so could not reasonably be expected to have a Payee Material Adverse Effect.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payee of this Agreement has been duly authorized by all necessary corporate or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any Contractual Obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, or (C) violate any applicable law; except in each case referred to in clause (B) or (C), to the extent the failure to do so could not reasonably be expected to have a Payee Material Adverse Effect.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution delivery or performance of this Agreement by, or enforcement against, the Payee.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payee. This Agreement constitutes a legal, valid and binding obligation of the Payee, enforceable against the Payee in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and by equitable principles.

4. Covenants of the Payor.

(a) Provision of Financial Information.

(i) The Payor will furnish to the Payee, no later than 90 days after the end of each fiscal year (in the case of annual financial statements) and 60 days after the end of each fiscal quarter other than the last fiscal quarter (in the case of quarterly financial statements), unaudited annual and quarterly consolidated financial statements prepared in accordance with GAAP (subject to the absence of

notes to the financial statements and related disclosures, and, with respect to quarterly financial statements, normal year-end audit adjustments).

(ii) By accepting such financial information, the Payee will be deemed to have represented to and agreed with the Payor that: (A) it will not use the information in violation of applicable securities laws or regulations; and (B) it will not communicate the information to any Person, including in any aggregated or converted form, and will keep the information confidential, other than where disclosure of such information is required by law, regulation or legal process (in which case the Payee shall, to the extent permitted by law, notify the Payor promptly thereof).

(iii) Notwithstanding the foregoing, the financial statements, information and other documents required to be provided as described in Section 4(a)(i) may be, rather than those of the Payor, those of any direct or indirect parent of the Payor. Notwithstanding the foregoing, the Payor may fulfill the requirement to distribute such financial information by filing the information with the SEC within the applicable time periods required by the SEC. The Payor will be deemed to have satisfied the reporting requirements of Section 4(a)(i) if any direct or indirect parent of the Payor has filed such reports containing such information with the SEC within the applicable time periods required by the SEC and such reports are publicly available. To the extent a direct or indirect parent of the Payor provides financial statements, information and other documents pursuant to the first sentence of this Section 4(a)(iii) or such parent files such report with the SEC pursuant to the third sentence of this Section 4(a)(iii), and if the financial information so furnished relates to such direct or indirect parent of the Payor, the same shall be accompanied by consolidating information that explains in reasonable detail the difference between the information relating to such parent, on the one hand, and the information relating to the Payor and its Subsidiaries on a standalone basis, on the other hand.

(b) Successor to the Payor upon Consolidation or Merger.

(i) Subject to the provisions of Sections 4(b)(ii) and 4(b)(iii), nothing contained in this Agreement shall prevent any consolidation or merger of the Payor with or into any Person, or successive consolidations or mergers in which the Payor or its successor or successors shall be a party or parties, or shall prevent any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all the property of the Payor (for the avoidance of doubt, calculated by including any equity interests held by the Payor), to any Person; *provided*, *however*, and the Payor hereby covenants and agrees, that, if the surviving Person, acquiring Person or lessee is a Person other than the Payor, upon any such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, all of the Payor's funding obligations under this Agreement and the observance of all other covenants and conditions of this Agreement to be performed by the Payor, shall be expressly assumed by an amendment to this Agreement or such other documentation in form reasonably satisfactory to the

Payee, executed and delivered to the Payee by the Person formed by such consolidation, or into which the Payor shall have been merged, or by the Person which shall have acquired or leased such property. This covenant will not apply to (A) a merger of the Payor with an Affiliate solely for the purpose of reincorporating the Payor in another jurisdiction within the United States, (B) any conversion of the Payor from an entity formed under the laws of one state to the same type of entity formed under the laws of another state, or (C) any conversion of the Payor from a limited liability company to a corporation, from a corporation to a limited liability company, from a limited liability company to a limited partnership or a similar conversion, whether the converting entity and the converted entity are formed under the laws of the same state or the converting entity is formed under the laws of one state and the converted entity is formed of the laws of a different state.

(ii) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets, of the Payor (for the avoidance of doubt, calculated by including any equity interests held by the Payor) in a transaction that is subject to, and that complies with, the provisions of the preceding clause (i), the successor Person formed by such consolidation with the Payor or into which the Payor is merged, or to which such sale, assignment, transfer, lease, conveyance or other disposition is made, shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Agreement referring to the "Payor" shall refer instead to the successor Person and not to the Payor), and may exercise every right and power of, the Payor under this Agreement with the same effect as if such successor Person had been named as the Payor herein. In the event of a succession in compliance with this Section 4(b)(ii), the predecessor Person shall be relieved from every obligation and covenant under this Agreement upon the consummation of such succession.

(iii) Any consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition referred to in the preceding clause (i) shall not be permitted under this Agreement unless immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

5. Covenants of the Payee. The Payee shall not use the proceeds of any Payment made under this Agreement for any purpose other than a Permitted Funding Use. The Payee will perform its indemnification obligations owing to the Payor under the agreements provided for in the Plan of Divisional Merger in all material respects.

6. Events of Default. Each of the following events constitutes an "Event of Default":

(a) the Payor defaults in its funding obligations pursuant to Section 2 and such default continues for a period of 10 Business Days;

(b) the Payor defaults in the performance of, or breaches, any covenant or representation or warranty of the Payor in this Agreement (other than a covenant or representation or warranty which is specifically dealt with elsewhere in this Section 6) and such default or breach continues for a period of 90 days, or, in the case of any failure to comply with Section 4(a) of this Agreement, 180 days, in each case after there has been given, by registered or certified mail, to the Payor by the Payee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(c) the Payor, pursuant to or within the meaning of the Bankruptcy Code or any similar federal or state law for the relief of debtors, (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors, or (v) generally is not paying its debts as they become due; and

(d) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code or any similar federal or state law for the relief of debtors that (i) is for relief against the Payor, (ii) appoints a custodian of the Payor for all or substantially all of the property of the Payor, or (iii) orders the liquidation of the Payor, and, in each case of (i) through (iii) above, such order or decree remains unstayed and in effect for 60 consecutive days.

Upon becoming aware of any Default or Event of Default, the Payor shall promptly deliver to the Payee a statement specifying such Default or Event of Default.

7. Remedies. Upon the occurrence of any Event of Default, and at any time thereafter during the continuance of any such Event of Default, the Payee may pursue any available remedy to collect any unfunded Payments due and owing to the Payee or to enforce the performance of any provision of this Agreement.

8. Notices. All notices required under this Agreement, including each Funding Request and any approval of or objection to a Funding Request, shall be delivered to the applicable party to this Agreement at the address set forth below. Unless otherwise specified herein, delivery of any such notice by email, facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart thereof.

Payor:

Trane U.S. Inc.
800-E Beaty Street
Davidson, North Carolina 28036
Attention: Richard E. Daudelin, Treasurer
Email: richard_daudelin@tranetechnologies.com

Payee:

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

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. No Implied Waiver; Amendments. No failure or delay on the part of the Payee to exercise any right, power or privilege under this Agreement, and no course of dealing between the Payor, on the one hand, and the Payee, on the other hand, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on the Payor in any case shall entitle the Payor to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the holder of this Agreement to any other or further action in any circumstances without notice or demand. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Payee therefrom, shall in any event be effective unless the same shall be in writing, specifically refer to this Agreement, and be signed by the Payor and the Payee, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given. A waiver on any such occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any future occasion.

11. Counterparts; Entire Agreement; Electronic Execution. This Agreement may be executed in separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, including the Schedules attached hereto, constitutes the entire contract among the parties relating to the subject matter hereof and supersedes, in its entirety, the Amended and Restated Funding Agreement. This Agreement shall become effective when it shall have been executed by each party hereto and each party hereto shall have received counterparts hereof which, when taken together, bear the signatures of each of party hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Severability. If any one or more of the provisions contained in this Agreement, including the Schedules attached hereto, are invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of all the remaining provisions will not in any way be affected or impaired. If any one or more provisions contained in this Agreement are deemed invalid, illegal or unenforceable because of their scope or breadth, such provisions shall be reformed and replaced with provisions whose scope and breadth are valid under applicable law.

13. Transfer; Assignment. This Agreement shall be binding upon the Payor and its successors and assigns, and the terms and provisions of this Agreement shall inure to the benefit of the Payee and its successors and assigns. The Payor's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payee; *provided*, *however*, that no such consent of the Payee shall be required in connection with any transfer effected in compliance with Section 4(b). The Payee's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payor.

14. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless specifically stated otherwise, all references to Sections and Schedules are to the Sections and Schedules of or to this Agreement.

15. Rights of Parties. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

[Signature page follows]

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

TRANE U.S. INC., a Delaware corporation, as the Payor

By: _____
Richard E. Daudelin
Treasurer

MURRAY BOILER LLC, a North Carolina limited liability company, as the Payee

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

[Signature Page to Second Amended and Restated Funding Agreement]

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

TRANE U.S. INC., a Delaware corporation, as the Payor

By: _____
Richard E. Daudelin
Treasurer

MURRAY BOILER LLC, a North Carolina limited liability company, as the Payee

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

SCHEDULE 1

Definition of Asbestos Related Liabilities

For purposes of this Agreement, "Asbestos Related Liabilities" means all Liabilities (as defined below) of the Payee related in any way to asbestos or asbestos containing materials.

Capitalized terms that are used in this Schedule 1 have the following meanings:

(a) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupment, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(b) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee, understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(c) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(d) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(e) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including (i) those arising or that may arise under any past, present or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(f) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(g) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(h) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(i) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

SCHEDULE 2

Funding Account

Murray Boiler LLC
Account Name: JP Morgan Chase Bank
Account Number: [redacted]9248
ABA/Routing Number: [redacted]

EXHIBIT 12

AMY ROEDER

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

----------x

IN RE: Chapter 11
No. 20-30608 (JCW)
(Jointly Administered)

ALDRICH PUMP LLC, et al.,

Debtors.

----------x

ALDRICH PUMP LLC and

MURRAY BOILER LLC,

Plaintiffs,

v. Adversary Proceeding
No. 20-03041 (JCW)

THOSE PARTIES TO ACTIONS

LISTED ON APPENDIX A

TO COMPLAINT and

JOHN and JANE DOES 1-1000,

Defendants.

----------x

REMOTE VIDEOTAPED DEPOSITION OF

AMY ROEDER

Reported by:
Sara S. Clark, RPR/RMR/CRR/CRC
JOB No. 191083

AMY ROEDER

MARCH 16, 2021

10:01 a.m. EST

Remote Videotaped Deposition of AMY ROEDER, held at the location of the witness, taken by the Committee of Asbestos Personal Injury Claimants, before Sara S. Clark, a Registered Professional Reporter, Registered Merit Reporter, Certified Realtime Reporter, and Notary Public.

AMY ROEDER

REMOTE APPEARANCES:

FOR THE PLAINTIFFS/DEBTORS:

JONES DAY
BY: MORGAN HIRST, ESQ.
BY: BRITTANY WIEGAND, ESQ.
77 West Wacker Drive
Chicago, Illinois 60601

FOR THE ACC:

CAPLIN & DRYSDALE
BY: JEFFREY LIESEMER, ESQ.
BY: LUCAS SELF, ESQ.
BY: NATHANIEL MILLER, ESQ.
One Thomas Circle NW
Washington, DC 20005

AMY ROEDER

REMOTE APPEARANCES:

FOR THE COMMITTEE:

GILBERT
BY: HEATHER FRAZIER, ESQ.
BY: RACHEL JENNINGS, ESQ.
BY: BRANDON LEVEY, ESQ.
700 Pennsylvania Avenue, SE
Washington, DC 20003

FOR TRANE TECHNOLOGIES COMPANY LLC and TRANE U.S. INC.:

McCARTER & ENGLISH
BY: PHILLIP PAVLICK, ESQ.
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102

AMY ROEDER

REMOTE APPEARANCES:

FOR THE FCR:

ORRICK HERRINGTON
BY: JONATHAN GUY, ESQ.
1152 15th Street, NW
Washington, DC 20005

ALSO PRESENT:

Mike Berkin, FTI Consulting
Jessica Giglio, Caplin & Drysdale
Kevin Marth, Videographer

- - -

Q. Okay. Do you hold a position at Aldrich?
A. I do.
Q. And what position is that?
A. I'm the CFO, chief financial officer, and treasurer.
Q. And do you hold the same positions at Murray?
A. I do.
Q. What are your duties and responsibilities as chief financial officer and treasurer of Aldrich?
A. Oversee, really, the financial operations and, really, the normal course of business operations. So ensuring reviewing any invoices, making sure, you know, our payables/receivables are processed timely. And now with the bankruptcy filing, making sure that we're getting all of our court reporting, anything that's required by the court, ensuring that's completed.
Q. And you're thinking of, for example, monthly status reports --
A. Correct.

Q. -- that are filed by the court?
A. Correct.
Q. Are your duties and responsibilities as CFO of Murray the same as your duties and responsibilities as CFO of Aldrich?
A. They are, yes.
Q. Okay. Do you have separate duties and responsibilities as treasurer of Aldrich?
A. No, not specifically.
Q. And same answer for Murray?
A. Correct.
Q. Does anyone report to you at Aldrich?
A. I don't work for Aldrich. I do my work for Aldrich under the services agreement.
Q. But does anybody report to you?
A. I have a direct report in legal, which would be Cathy Bowen. She's a controller.
Q. Okay.
A. And so she reports to me and she assists with the work that's associated with Aldrich. And, again, that's under the services agreement that we have.
Q. All right. So just so I understand correctly, Cathy Bowen is part of the services

agreement?
A. Yes.
Q. And how about Murray? Is the answer the same?
A. It's the same.
Q. As CFO and treasurer of Aldrich, do you report to anyone?
A. Again, under Aldrich Murray, I don't report to anyone. I report to Beth Elwell, who is vice president of FP & A for Trane Technologies.
Q. Can you repeat her name again, please?
A. Beth Elwell.
Q. Beth Elwell?
A. E-L-W-E-L-L.
Q. Okay. Do you know why you were chosen to be chief financial officer of Aldrich?
A. I do not.
Q. Do you know why you were chosen to be chief financial officer of Murray?
A. I do not.
Q. Are you also a member of the board of managers of Aldrich?
A. I am.

Q. What do you do as a board member of Aldrich?
A. It's really just providing any guidance or advisory-type services with respect to operational directives for the company.
Q. You say "operational-type directives." Does Aldrich have any operations?
A. Pardon me. Just the normal course operations. So that's just running -- at this point, making sure all of the operations of getting everyone paid, making sure all of that's going as planned, and staying on course, as well, as I said earlier, the court reporting.
Q. But other than its subsidiary 200 Park, Aldrich does not have an operating business, right?
A. Correct.
Q. Do you know why you were chosen to be a board member of Aldrich?
A. I do not.
Q. Who else is on the board of managers of Aldrich?
A. Robert Zafari.

EXHIBIT 13

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Trane U.S. Inc.
File Number: 983706

Converting it to

Trane U.S. Inc.
File Number: 803607371

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 05/01/2020

Effective: 05/01/2020 09:00 am

Ruth R. Hughs
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Trane U.S. Inc.
File Number: 803607371

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/01/2020

Effective: 05/01/2020 09:00 am

Ruth R. Hughes
Secretary of State

CERTIFICATE OF CONVERSION
OF
TRANE U.S. INC.,
A DELAWARE CORPORATION,
TO
TRANE U.S. INC.,
A TEXAS CORPORATION

(TEXAS)

May 1, 2020

This CERTIFICATE OF CONVERSION (the "Certificate of Conversion") is being duly executed and filed by the undersigned to convert Trane U.S. Inc., a Delaware corporation (the "Converting Entity"), to TRANE U.S. INC., a Texas corporation (the "Converted Entity"), pursuant to Chapter 4 and Sections 3.006, 10.154 and 10.155 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

Converting Entity Information

1. The name of the Converting Entity immediately prior to the filing of this Certificate of Conversion is Trane U.S. Inc. The Converting Entity is a corporation formed under the laws of the State of Delaware.

Converted Entity Information

2. The name of the Converted Entity into which the Converting Entity is to be converted is Trane U.S. Inc. The Converted Entity will be a corporation formed under the laws of the State of Texas.

Plan of Conversion

3. In lieu of providing the plan of conversion approved by the stockholders of the Converting Entity on the date hereof (the "Plan of Conversion"):

(a) A signed Plan of Conversion is on file at the principal place of business of the Converting Entity, and the address of the principal place of business of the Converting Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(b) A signed Plan of Conversion will be on file after the conversion of the Converting Entity to the Converted Entity (the "Conversion") at the principal place of

business of the Converted Entity, and the address of the principal place of business of the Converted Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(c) A copy of the Plan of Conversion will be furnished upon written request without cost by the Converting Entity before the Conversion or by the Converted Entity after the Conversion to any owner or member of the Converting Entity or the Converted Entity.

Certificate of Formation for Converted Entity

4. The certificate of formation of the Converted Entity is being filed along with this Certificate of Conversion.

Approval of Plan of Conversion

5. The Plan of Conversion has been approved as required by the laws of the State of Delaware and the governing documents of the Converting Entity.

Effectiveness of Filing

6. This Certificate of Conversion and the Conversion will be effective as of 9:00 a.m., Central Time, on May 1, 2020.

Tax Certificate

7. In lieu of the Converting Entity providing a tax certificate from the Texas Comptroller of Public Accounts, the Converted Entity is liable for the payment of any franchise taxes of the Converting Entity required in the State of Texas.

[Signature Page Follows]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instruments. The undersigned certifies that the statements contained herein are true and correct, and that the undersigned is authorized under the provisions of the TBOC, or other law applicable to and governing the Converting Entity, to execute this Certificate of Conversion. The undersigned has duly executed this Certificate of Conversion as of the date first written above.

TRANE U.S. INC., a Delaware corporation

By: _____
Evan M. Turtz
Vice President and Secretary

[Signature Page to TX Certificate of Conversion of Trane U.S. Inc. (DE-to-TX)]

CERTIFICATE OF FORMATION
OF
TRANE U.S. INC.

(TEXAS)

May 1, 2020

This CERTIFICATE OF FORMATION is being duly executed and filed by the undersigned to form Trane U.S. Inc., a Texas corporation (the "Corporation"), under a plan of conversion pursuant to Chapter 4 and Sections 3.006 and 10.155 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

ARTICLE I
ENTITY NAME AND TYPE

The name of the filing entity being formed is Trane U.S. Inc. The filing entity being formed is a corporation.

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

The Corporation's initial registered agent is Corporation Service Company, d/b/a CSC-Lawyers Incorporating Service Company, who has consented to serve as the registered agent of the Corporation pursuant to Section 5.2011 of the TBOC, which consent is included in the Corporation's permanent records. The business address of both the registered agent and the Corporation's initial registered office is 211 East 7th Street, Suite 620 Austin, Texas 78701-3218.

ARTICLE III
GOVERNING AUTHORITY

The Corporation will have directors. The name and address of the initial directors of the Corporation are as follows:

Names	Addresses
Richard E. Daudelin	c/o Trane U.S. Inc. 800-E Beaty Street, Davidson, North Carolina 28036
Lawrence R. Kurland	c/o Trane U.S. Inc. 800-E Beaty Street, Davidson, North Carolina 28036
Evan M. Turtz	c/o Trane U.S. Inc. 800-E Beaty Street, Davidson, North Carolina 28036

ARTICLE IV
PURPOSE

The purpose for which the Corporation is formed is for the transaction of any and all lawful purposes for which corporations may be organized under the TBOC.

ARTICLE V
EFFECTIVENESS OF FILING

This Certificate of Formation and the formation of the Corporation will be effective as of 9:00 a.m., Central Time, on May 1, 2020.

ARTICLE VI
FORMATION UNDER PLAN OF CONVERSION

The Corporation is being formed under a plan of conversion pursuant to Section 3.006 and Chapter 10 of the TBOC. The name of the converting entity is Trane U.S. Inc. and its address is 800-E Beaty Street, Davidson, North Carolina 28036. The converting entity is a Delaware corporation formed on March 26, 1929 under the name American Standard Companies Inc. The converting entity changed its name to Trane U.S. Inc. on November 8, 2007.

ARTICLE VII
AUTHORIZED COMMON STOCK

The total number of shares of common stock which the Corporation shall have authority to issue is 1,000, and the par value of each such share is $0.01.

[Signature Page Follows]

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of materially false or fraudulent instruments and certifies under penalty of perjury that the undersigned is authorized to execute this Certificate of Formation. The undersigned has duly executed this Certificate of Formation as of the date first written above.

TRANE U.S. INC., a Delaware corporation

By: _____
Evan M. Turtz
Vice President and Secretary

[Signature Page to TX Certificate of Formation of Trane U.S. Inc]

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____

Signature of registered agent *Printed name of registered agent* *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

TRANE U.S. INC.

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: By: _____ Brian Courtney, Asst. Vice President 4/30/2020

Signature of person authorized to act on behalf of organization *Printed name of authorized person* *Date (mm/dd/yyyy)*

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

EXHIBIT 14

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF "TRANE U.S. INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF MAY, A.D. 2020, AT 8 O`CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE CORPORATION HAS FILED ALL DOCUMENTS AND PAID ALL FEES REQUIRED, AND THEREUPON THE CORPORATION SHALL CEASE TO EXIST AS A CORPORATION OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE FIRST DAY OF MAY, A.D. 2020 AT 10 O'CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

255803 0265C
SR# 20203335439

Authentication: 202859275
Date: 05-01-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:00 AM 05/01/2020
FILED 08:00 AM 05/01/2020
SR 20203335439 - File Number 255803

CERTIFICATE OF CONVERSION
OF
TRANE U.S. INC.,
A DELAWARE CORPORATION,
TO
TRANE U.S. INC.,
A TEXAS CORPORATION

(DELAWARE)

May 1, 2020

This CERTIFICATE OF CONVERSION (the "Certificate of Conversion") is being duly executed and filed by the undersigned to convert TRANE U.S. INC., a Delaware corporation (the "Converting Entity"), to Trane U.S. Inc., a Texas corporation (the "Converted Entity"), pursuant to Section 266 of the Delaware General Corporation Law (the "DGCL"). The undersigned hereby certifies as follows:

1. The name of the Converting Entity immediately prior to the filing of this Certificate of Conversion is Trane U.S. Inc. The name under which the Converting Entity was originally incorporated is American Radiator & Standard Sanitary Corporation.

2. The Converting Entity is a corporation formed under the laws of the State of Delaware and the date of filing of the Converting Entity's original certificate of incorporation is March 26, 1929.

3. The name of the Converted Entity into which the Converting Entity is to be converted is Trane U.S. Inc. The Converted Entity will be a corporation formed under the laws of the State of Texas.

4. This Certificate of Conversion and the conversion of the Converting Entity to the Converted Entity (the "Conversion") will be effective as of 10:00 a.m., Eastern Time, on May 1, 2020.

5. The Conversion has been approved in accordance with Section 266 of the DGCL and the governing documents of the Converting Entity.

6. The Converted Entity agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for enforcement of any obligation of the Converting Entity arising while it was a corporation of the State of Delaware, and it irrevocably

appoints the Secretary of State of the State of Delaware (the "Secretary") as its agent to accept service of process in any such action, suit or proceeding. The address to which a copy of such process should be mailed by the Secretary is as follows: 800-E Beaty Street, Davidson, North Carolina 28036.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of the date first written above.

TRANE U.S. INC., a Delaware corporation

By: _____
Evan M. Turtz
Vice President and Secretary

[Signature Page to DE Certificate of Conversion of Trane U.S. Inc. (DE-to-TX)]

EXHIBIT 15

PLAN OF DIVISIONAL MERGER

This PLAN OF DIVISIONAL MERGER (this "Plan of Divisional Merger"), dated as of May 1, 2020, is made by TRANE U.S. INC., a Texas corporation (the "Corporation").

RECITALS

A. The board of directors of the Corporation has (1) approved a divisional merger of the Corporation (the "Divisional Merger") pursuant to the Texas Business Organizations Code, as amended (the "TBOC"), and as defined by TBOC Section 1.002(55)(A), which will result in (a) the cessation of the Corporation's existence, (b) the creation of a new Texas limited liability company named Murray Boiler LLC ("Murray Boiler (TX)"), and (c) the creation of a new Texas corporation named Trane U.S. Inc. ("New TUI (TX)"), in each case as authorized by the TBOC and pursuant to the terms and conditions set forth herein, and (2) recommended to TUI Holdings Inc., a Delaware corporation ("THI"), and Murray Boiler Holdings LLC, a Delaware limited liability company ("MB Holdings", and together with THI, the "Shareholders"), together the record and beneficial owners of 100% of the issued and outstanding shares of capital stock of the Corporation (with THI owning 984 shares of common stock, par value $0.01 per share, of the Corporation ("Corporation Common Stock") and MB Holdings owning 15 shares of Corporation Common Stock, that it approve this Plan of Divisional Merger and the Divisional Merger.

B. In accordance with TBOC Section 21.452(c), the Shareholders have approved this Plan of Divisional Merger and the Divisional Merger.

PLAN

NOW, THEREFORE, for the purpose of setting forth the terms and conditions of the Divisional Merger, the mode of carrying the Divisional Merger into effect and such other details and provisions as are deemed necessary or desirable, the Corporation hereby declares as follows:

1. Name and Organizational Form of Party. The name of the entity that is a party to the Divisional Merger is Trane U.S. Inc., and its organizational form is a Texas corporation.

2. Names and Organizational Form of New Organizations. The following two new organizations will be created by this Plan of Divisional Merger through the Divisional Merger at the Effective Time (as defined below):

NAME	JURISDICTION OF FORMATION	ORGANIZATIONAL FORM
Murray Boiler LLC	Texas	Limited liability company
Trane U.S. Inc.	Texas	Corporation

3. Divisional Merger. The Divisional Merger will be effected by the Corporation filing a Certificate of Divisional Merger in the form attached hereto as Exhibit A (the "Certificate of Divisional Merger") with the Secretary of State of the State of Texas (the "Secretary").

4. Effective Time of Divisional Merger. The Divisional Merger will become effective at the time specified in the Certificate of Divisional Merger (the "Effective Time").

5. Effects of Divisional Merger. The Divisional Merger will have the effects set forth in TBOC Section 10.008. Without limiting the generality of, and subject to, the immediately preceding sentence, at the Effective Time:

(a) the separate existence of the Corporation will cease;

(b) all rights, title and interests to all property of the Corporation will be allocated and vest as follows:

(i) all rights, title and interests to all property of the Corporation listed or described on Schedule 5(b)(i) (collectively, the "Murray Boiler Assets") will be allocated to and vest in Murray Boiler (TX), subject to any existing liens or encumbrances on the Murray Boiler Assets, without reversion or impairment, any further act or deed or any transfer or assignment having occurred; and

(ii) all rights, title and interests to all property of the Corporation other than the Murray Boiler Assets (collectively, the "TUI Assets"), including all property of the Corporation listed or described on Schedule 5(b)(ii), will be allocated to and vest in New TUI (TX), subject to any existing liens or encumbrances on the TUI Assets, without reversion or impairment, any further act or deed or any transfer or assignment having occurred;

(c) all Liabilities (as defined in Section 16) of the Corporation will be allocated as follows:

(i) all Liabilities of the Corporation listed or described on Schedule 5(c)(i) (collectively, the "Murray Boiler Liabilities") will be allocated to Murray Boiler (TX); and

(ii) all Liabilities of the Corporation other than the Murray Boiler Liabilities (the "TUI Liabilities"), including the Liabilities of the Corporation listed or described on Schedule 5(c)(ii), will be allocated to New TUI (TX);

(d) Murray Boiler (TX) and New TUI (TX) will be obligors for the Liabilities of the Corporation as follows:

(i) Murray Boiler (TX) will be the sole obligor for the Murray Boiler Liabilities, and New TUI (TX) will not be liable for the Murray Boiler Liabilities; and

(ii) New TUI (TX) will be the sole obligor for the TUI Liabilities, and Murray Boiler (TX) will not be liable for the TUI Liabilities;

(e) Proceedings by or against the Corporation will be addressed as permitted by TBOC Section 10.008(a)(5); and

(f) each of Murray Boiler (TX) and New TUI (TX) will be formed as provided in Section 6.

6. Certificates of Formation, Limited Liability Company Agreement of Murray Boiler (TX), and Bylaws of New TUI (TX).

(a) Each of the Certificate of Formation of Murray Boiler (TX) attached hereto as Exhibit B (the "Murray Boiler (TX) Certificate of Formation") and the Certificate of Formation of New TUI (TX) attached hereto as Exhibit C (the "New TUI (TX) Certificate of Formation") will be filed with the Secretary along with the Certificate of Divisional Merger and will become effective at the Effective Time; and

(b) The limited liability company agreement of Murray Boiler (TX) will be in the form attached hereto as Exhibit D, and the Bylaws of New TUI (TX) will be in the form attached hereto as Exhibit E.

7. Conversion of Ownership Interests of the Corporation. At the Effective Time, by virtue of the Divisional Merger and without any action on the part of THI:

(a) the 15 shares of Corporation Common Stock owned by MB Holdings will be converted into 100% of the membership interests of Murray Boiler (TX); and

(b) the 984 shares of Corporation Common Stock owned by THI will be converted into 984 shares of common stock, par value $0.01 per share, of New TUI (TX), constituting 100% of the issued and outstanding shares of capital stock of New TUI (TX).

8. Dissenting Shares. The Divisional Merger will not create any dissenters' rights or rights of appraisal.

9. Further Actions; Indemnification.

(a) If at any time following the Effective Time Murray Boiler (TX) or New TUI (TX) determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Murray Boiler (TX) or New TUI (TX) the title to any property of the Corporation, Murray Boiler (TX) and New TUI (TX) will take such action as may be necessary or desirable to vest title to such property in Murray Boiler (TX) or New TUI (TX) as provided in Section 5, and otherwise carry out the purposes of this Plan of Divisional Merger. If at any time following the Effective Time Murray Boiler (TX) or New TUI (TX) determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Murray Boiler (TX) or New TUI (TX) with respect to the Liabilities of the Corporation, Murray Boiler (TX) and New TUI (TX) will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5, and otherwise to carry out the purposes of this Plan of Divisional Merger.

(b) Murray Boiler (TX) will indemnify and hold harmless New TUI (TX) and each of its affiliates from and against all Losses (as defined in Section 16) (or

Proceedings in respect thereof) to which New TUI (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (i) a claim in respect of any Murray Boiler Assets or Murray Boiler Liabilities or (ii) reimbursement or other obligations of New TUI (TX) or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by New TUI (TX) or any of its affiliates in connection with Proceedings in respect of any Murray Boiler Liabilities. New TUI (TX) will indemnify and hold harmless Murray Boiler (TX) and each of its affiliates from and against all Losses (or Proceedings in respect thereof) to which Murray Boiler (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to a claim in respect of (A) any Liabilities under any Asbestos Related Contracts (as defined on Schedule 5(b)(i)) or Asbestos Related Insurance Assets (as defined on Schedule 5(b)(i)) that are not Asbestos Related Liabilities (as defined on Schedule 5(c)(i)) or (B) any TUI Assets or TUI Liabilities.

10. Tax, Accounting, Legal and Insurance Matters.

(a) The Corporation is a C-corporation for U.S. federal income tax purposes, and immediately following the Divisional Merger, each of MB Holdings and Murray Boiler (TX) will be a disregarded entity for U.S. federal income tax purposes and New TUI (TX) will be a C-corporation for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to the Corporation will be used by New TUI (TX) as its EIN. Murray Boiler (TX) will obtain a new EIN, if and when it is required by Law (as defined in Section 16).

(b) The property and Liabilities of the Corporation will be recorded on the books of Murray Boiler (TX) or New TUI (TX) as appropriate and consistent with Section 5, depending on which of them is allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of the Corporation immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

(c) The Corporation intends for Murray Boiler (TX) and New TUI (TX) to, and Murray Boiler (TX) and New TUI (TX) will and will be deemed to, share a common interest with regard to Books and Records (as defined in Section 16) and other information (whether written or oral) to which any of the Privileges (as defined in Section 16) of the Corporation, including the Murray Boiler Privileges (as defined on Schedule 5(b)(i)), attach (the "Common Interest Information"). The Corporation desires and intends that the exchange of Common Interest Information among Murray Boiler (TX), New TUI (TX) and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Following the Effective Time, Murray Boiler (TX) and New TUI (TX) will take such further actions as either of them determines are necessary or advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

(d) (i) To the extent an insurance policy allocated to New TUI (TX) pursuant to Section 5 (a "TUI Policy") provides potential coverage for Murray Boiler Liabilities:

(A) New TUI (TX) will use commercially reasonable efforts to pursue, at Murray Boiler (TX)'s cost, coverage under such TUI Policy for such Murray Boiler Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Murray Boiler (TX) will fully cooperate in such efforts;

(B) if New TUI (TX) receives payments under such TUI Policy that are specifically paid for Murray Boiler Liabilities, New TUI (TX) will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Murray Boiler (TX) or otherwise cause an equivalent amount to be paid to Murray Boiler (TX);

(C) if (x) New TUI (TX) receives payments under such TUI Policy that are both for Murray Boiler Liabilities and TUI Liabilities, (y) such payments are not specifically allocated by the insurer between Murray Boiler Liabilities and TUI Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Murray Boiler (TX) and New TUI (TX) will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (1) the dollar value of claims submitted to the insurer for such Murray Boiler Liabilities and TUI Liabilities, respectively, (2) any coverage position taken by the insurer regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively, (3) applicable Law regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively, and (4) the advice of any outside counsel involved in pursuing coverage for claims for such Murray Boiler Liabilities and TUI Liabilities; and

(D) if New TUI (TX) pursues insurance coverage under such TUI Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Murray Boiler Liabilities, New TUI (TX) will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided*, *however*, that Murray Boiler (TX) shall have the right (1) to be kept informed thereof and (2) to approve any settlement of claims for any Murray Boiler Liabilities, such consent not to be unreasonably delayed or withheld.

(ii) Except as provided in this Plan of Divisional Merger or in the Murray Boiler/TUI Divisional Merger Support Agreement, New TUI (TX) shall not take any action with respect to any Asbestos Related Insurance Asset.

11. Certain Agreements of Murray Boiler (TX) and New TUI (TX). Immediately following the effectiveness of the Divisional Merger:

(a) Murray Boiler (TX) will deliver to New TUI (TX) each of the following:

(i) Funding Assignment and Assumption Agreement, duly executed by Murray Boiler (TX);

(ii) Common Interest and Confidentiality Agreement, duly executed by Murray Boiler (TX);

(iii) Murray Boiler/TUI Divisional Merger Support Agreement, duly executed by Murray Boiler (TX);

(iv) Murray Boiler/TTC Services Agreement, duly executed by Murray Boiler (TX) and Aldrich Pump (TX); and

(v) Murray Boiler/TTC Secondment Agreement, duly executed by Murray Boiler (TX).

(b) New TUI (TX) will deliver to Murray Boiler (TX) each of the following:

(i) Funding Assignment and Assumption Agreement, duly executed by New TUI (TX) and THI;

(ii) Common Interest and Confidentiality Agreement, duly executed by New TUI (TX), Aldrich Pump (TX) and New TTC (TX);

(iii) Murray Boiler/TUI Divisional Merger Support Agreement, duly executed by New TUI (TX);

(iv) Murray Boiler/TTC Services Agreement, duly executed by New TTC (TX); and

(v) Murray Boiler/TTC Secondment Agreement, duly executed by New TTC (TX) and Aldrich Pump (TX).

12. Governing Law. This Plan of Divisional Merger will be governed by, and construed in accordance with, the Laws of the State of Texas, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

13. Amendment and Waiver. Prior to the Effective Time, this Plan of Divisional Merger may not be amended or modified, and no provision of this Plan of Divisional Merger may be waived, except, in each case, in a writing executed by the Corporation. From and after the Effective Time, this Plan of Divisional Merger may not be amended or modified, and no provision of this Plan of Divisional Merger may be waived, except, in each case, in a writing executed by Murray Boiler (TX) and New TUI (TX).

14. Termination. This Plan of Divisional Merger may be terminated and the Divisional Merger abandoned at any time prior to the Effective Time by action of the directors or officers of the Corporation, and, if any of the Certificate of Divisional Merger, the Murray Boiler (TX) Certificate of Formation or the New TUI (TX) Certificate of Formation have been filed but the Effective Time has not occurred, by filing with the Secretary one or more certificates of abandonment, as applicable. In the event of termination of this Plan of Divisional Merger and abandonment of the Divisional Merger, then this Plan of Divisional Merger will be void and of no further force or effect without liability on the part of any Person (as defined in Section 16).

15. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan of Divisional Merger. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Plan of Divisional Merger, refer to this Plan of Divisional Merger as a whole and not to any particular provision of this Plan of Divisional Merger. Any reference herein to any Law or Contract (as defined in Section 16) will be construed as referring to such Law or Contract as amended or modified or, in the case of a Law, codified or reenacted, in each case, in whole or in part, and as in effect from time to time. Unless specifically stated otherwise, all references to Sections, Schedules or Exhibits are to the Sections, Schedules and Exhibits of or to this Plan of Divisional Merger.

16. Definitions. Capitalized terms that are used in this Plan of Divisional Merger, including the Schedules, but that are not otherwise defined herein or in the Schedules have the following meanings:

(a) "Aldrich Pump (TX)" means Aldrich Pump LLC, a Texas limited liability company and affiliate of New TTC (TX).

(b) "Books and Records" means all books, records, files, documents, data, strategic plans, papers, information and correspondence.

(c) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupments, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(d) "Common Interest and Confidentiality Agreement" means a Common Interest and Confidentiality Agreement in the form attached hereto as Exhibit F, pursuant to which each of Murray Boiler (TX), New TUI (TX), Aldrich Pump (TX) and New TTC (TX) will make agreements and covenants with the other parties in order to facilitate the exchange of Common Interest Information without the waiver of any Privilege attaching to such Common Interest Information.

(e) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee,

understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(f) "Funding Assignment and Assumption Agreement" means an Assignment and Assumption Agreement in the form attached hereto as Exhibit G, pursuant to which THI assigns to New TUI (TX), and New TUI (TX) assumes from THI, THI' obligations as payor, and THI is released from its obligations under the Funding Agreement between THI and the Corporation.

(g) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(h) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(i) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including those (i) arising or that may arise under any past, present, or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(j) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(k) "Losses" means losses, Liabilities, claims, damages, penalties, fines, judgments, awards, settlements, taxes, fees, costs and expenses, including reasonable attorneys' fees.

(l) "Murray Boiler/TUI Divisional Merger Support Agreement" means a Divisional Merger Support Agreement in the form attached hereto as Exhibit H, pursuant to which each of Murray Boiler (TX) and New TUI (TX) will agree to be bound by the terms of this Plan of Divisional Merger, including Section 9 and Section 10.

(m) "Murray Boiler/TTC Secondment Agreement" means a Secondment Agreement in the form attached hereto as Exhibit I, pursuant to which New TTX (TX) will second certain employees to Murray Boiler (TX).

(n) "Murray Boiler/TTC Services Agreement" means a Services Agreement in the form attached hereto as Exhibit J, pursuant to which New TTC (TX) will provide certain corporate services to Murray Boiler (TX).

(o) "New TTC (TX)" means Trane Technologies Company LLC, a Texas limited liability company and indirect parent of New TUI (TX).

(p) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(q) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(r) "Privileges" means all privileges or immunities that may be asserted under applicable Law, including the attorney-client privilege, work-product privilege and any other privilege or immunity.

(s) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Plan of Divisional Merger to be duly executed as of the date first written above.

TRANE U.S. INC., a Texas corporation

By: _____
Evan M. Turtz
Vice President and Secretary

[Signature Page to Plan of Divisional Merger of Trane U.S. Inc.]

EXHIBIT A

Certificate of Divisional Merger

See attached.

CERTIFICATE OF DIVISIONAL MERGER

OF

TRANE U.S. INC.

(TEXAS)

May 1, 2020

This CERTIFICATE OF DIVISIONAL MERGER is being duly executed and filed by the undersigned to effect the divisional merger (the "Divisional Merger") of TRANE U.S. INC., a Texas corporation, into one new Texas limited liability company and one new Texas corporation, pursuant to Chapter 4 and Sections 3.006, 10.151 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

Merging Entity Information

1. The name of the domestic filing entity that is dividing itself is Trane U.S. Inc. (the "Corporation").

2. The address of the principal place of business of the Corporation is 800-E Beaty Street, Davidson, North Carolina 28036.

3. The Corporation is organized as a Texas corporation.

4. Pursuant to a plan of merger approved by the shareholders of the Corporation on the date hereof (the "Plan of Divisional Merger"), the Corporation will not survive the Divisional Merger.

Plan of Merger

5. In lieu of providing the Plan of Divisional Merger, the Corporation certifies that:

(a) A signed Plan of Divisional Merger is on file at the principal place of business of each new domestic entity created pursuant to the Plan of Divisional Merger, and the address of such principal place of business is provided in this Certificate of Divisional Merger.

(b) On written request, a copy of the Plan of Divisional Merger will be furnished without cost by each new domestic entity to any owner or member of any domestic entity that is a party to or created by the Plan of Divisional Merger.

(c) Because the Corporation will not survive the Divisional Merger, no amendments to the certificate of formation of the Corporation are effected by the Divisional Merger.

(d) The name, jurisdiction of organization, principal place of business address and entity description of each entity to be created pursuant to the Plan of Divisional Merger are as follows:

(i) A new Texas limited liability company named Murray Boiler LLC ("Murray Boiler (TX)") will be created pursuant to the Plan of Divisional Merger.

(ii) The address of the principal place of business of Murray Boiler (TX) is 800-E Beaty Street, Davidson, North Carolina 28036.

(iii) A new Texas corporation named Trane U.S. Inc. ("New TUI (TX)") will be created pursuant to the Plan of Divisional Merger.

(iv) The address of the principal place of business of New TUI (TX) is 800-E Beaty Street, Davidson, North Carolina 28036.

(e) The certificate of formation of each of Murray Boiler (TX) and New TUI (TX) is being filed with the Secretary of State of the State of Texas along with this Certificate of Divisional Merger.

Approval of Plan of Merger

6. The Plan of Divisional Merger has been approved as required by the TBOC and other applicable laws of the jurisdiction of formation and by the governing documents of the Corporation.

Effectiveness of Filing

7. This Certificate of Divisional Merger and the Divisional Merger will be effective as of 10:00 a.m. Central Time, on May 1, 2020.

Tax Certificate

8. In lieu of the Corporation providing a tax certificate from the Texas Comptroller of Public Accounts, New TUI (TX) will be liable for the payment of any franchise taxes of the Corporation required in the State of Texas.

[Signature Page Follows]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are correct and that the person signing is authorized under the provisions of the TBOC to execute this Certificate of Divisional Merger. The undersigned has duly executed this Certificate of Divisional Merger as of the date first written above.

TRANE U.S. INC., a Texas corporation

By: _____
Evan M. Turtz
Vice President and Secretary

EXHIBIT B

Murray Boiler (TX) Certificate of Formation

See attached.

CERTIFICATE OF FORMATION

OF

MURRAY BOILER LLC

(TEXAS)

May 1, 2010

This CERTIFICATE OF FORMATION is being duly executed and filed by the undersigned to form MURRAY BOILER LLC, a Texas limited liability company (the "Company"), under a plan of divisional merger, pursuant to Chapter 4 and Sections 3.006 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

ARTICLE I
ENTITY NAME AND TYPE

The name of the filing entity being formed is Murray Boiler LLC. The filing entity being formed is a limited liability company.

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

The Company's initial registered agent is Corporation Service Company, d/b/a CSC-Lawyers Incorporating Service Company, who has consented to serve as the registered agent of the Company pursuant to Section 5.2011 of the TBOC, which consent is included in the Company's permanent records. The business address of both the registered agent and the Company's initial registered office is 211 East 7th Street, Suite 620 Austin, Texas 78701-3218, Travis County.

ARTICLE III
GOVERNING AUTHORITY

The Company will have managers. The name and address of each initial manager of the Company are as follows:

Name	Address
Marc Dufour	c/o Murray Boiler LLC 800-E Beaty Street, Davidson, North Carolina 28036
Amy Roeder	c/o Murray Boiler LLC 800-E Beaty Street, Davidson, North Carolina 28036

Manlio Valdes

c/o Murray Boiler LLC
800-E Beaty Street,
Davidson, North Carolina 28036

ARTICLE IV
PURPOSE

The purpose for which the Company is formed is for the transaction of any and all lawful purposes for which limited liability companies may be organized under the TBOC.

ARTICLE V
EFFECTIVENESS OF FILING

This Certificate of Formation and the formation of the Company will be effective as of 10:00 a.m., Central Time, on May 1, 2020.

ARTICLE VI
FORMATION UNDER PLAN OF MERGER

The Company is being formed under a plan of divisional merger pursuant to Section 3.006 and Chapter 10 of the TBOC.

[Signature Page Follows]

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of materially false or fraudulent instruments and certifies under penalty of perjury that the undersigned is authorized to execute this Certificate of Formation. The undersigned has duly executed this Certificate of Formation as of the date first written above.

TRANE U.S. INC., a Texas corporation

By: _____
Evan M. Turtz
Vice President and Secretary

EXHIBIT C

New TUI (TX) Certificate of Formation

See attached.

CERTIFICATE OF FORMATION

OF

TRANE U.S. INC.

(TEXAS)

May 1, 2020

This CERTIFICATE OF FORMATION is being duly executed and filed by the undersigned to form TRANE U.S. INC., a Texas corporation (the "Corporation"), under a plan of divisional merger pursuant to Chapter 4 and Sections 3.006 and 10.153 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

ARTICLE I
ENTITY NAME AND TYPE

The name of the filing entity being formed is Trane U.S. Inc. The filing entity being formed is a corporation.

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

The Corporation's initial registered agent is Corporation Service Company, d/b/a CSC-Lawyers Incorporating Service Company, who has consented to serve as the registered agent of the Corporation pursuant to Section 5.2011 of the TBOC, which consent is included in the Corporation's permanent records. The business address of both the registered agent and the Corporation's initial registered office is 211 East 7th Street, Suite 620 Austin, Texas 78701-3218, Travis County.

ARTICLE III
GOVERNING AUTHORITY

The Corporation will have directors. The names and addresses of the initial directors of the Corporation are as follows:

Name	Address
Richard E. Daudelin	c/o Trane U.S. Inc. 800-E Beaty Street, Davidson, North Carolina 28036
Lawrence R. Kurland	c/o Trane U.S. Inc. 800-E Beaty Street, Davidson, North Carolina 28036

Evan M. Turtz

c/o Trane U.S. Inc.
800-E Beaty Street,
Davidson, North Carolina 28036

ARTICLE IV
PURPOSE

The purpose for which the Corporation is formed is for the transaction of any and all lawful purposes for which corporations may be organized under the TBOC.

ARTICLE V
EFFECTIVENESS OF FILING

This Certificate of Formation and the formation of the Corporation will be effective as of 10:00 a.m., Central Time, on May 1, 2020.

ARTICLE VI
FORMATION UNDER PLAN OF MERGER

The Corporation is being formed under a plan of divisional merger pursuant to Section 3.006 and Chapter 10 of the TBOC.

ARTICLE VI
FORMATION UNDER PLAN OF MERGER

The Corporation is being formed under a plan of divisional merger pursuant to Section 3.006 and Chapter 10 of the TBOC.

ARTICLE VII
AUTHORIZED COMMON STOCK

The total number of shares of common stock which the Corporation shall have authority to issue is 1,000, and the par value of each such share is $0.01.

[Signature Page Follows]

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of materially false or fraudulent instruments and certifies under penalty of perjury that the undersigned is authorized to execute this Certificate of Formation. The undersigned has duly executed this Certificate of Formation as of the date first written above.

TRANE U.S. INC., a Texas corporation

By: _____
Evan M. Turtz
Vice President and Secretary

EXHIBIT D

Murray Boiler (TX) Limited Liability Company Agreement

See attached.

LIMITED LIABILITY COMPANY AGREEMENT

OF

MURRAY BOILER LLC

a Texas limited liability company

This LIMITED LIABILITY COMPANY AGREEMENT of MURRAY BOILER LLC is declared and entered into by the undersigned, and shall be effective as of May 1, 2020 (the "Effective Date").

ARTICLE I
DEFINITIONS

1.01 **Specific Definitions**. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled By or Under Common Control with, such Person.

"Agreement" means this Limited Liability Company Agreement (including any schedules, exhibits or attachments hereto) as amended, supplemented or modified from time to time.

"Assistant Secretary" shall have the meaning set forth in Section 3.04(c)(v).

"Assistant Treasurer" shall have the meaning set forth in Section 3.04(c)(iv).

"Associate" means, when used to indicate a relationship with a Person: (i) an entity or organization for which the Person (A) is a director, general partner, member, manager or officer or (B) beneficially owns, directly or indirectly, either individually or through an Affiliate, 10 percent or more of a class of voting ownership interests or similar securities of the entity or organization; (ii) a trust or estate in which the Person has a substantial beneficial interest or for which the Person serves as trustee or in a similar fiduciary capacity; (iii) the Person's spouse or a relative of the Person related by consanguinity or affinity who resides with the Person; or (iv) a director, general partner, member, manager, officer or Affiliate of the Person.

"Bankruptcy" means bankruptcy under any section or chapter of title 11 of the United States Code, as amended, or under any similar law or statute of the United States or any state thereof.

"Board of Managers" shall have the meaning set forth in Section 3.01.

"Certificate" shall have the meaning set forth in Section 2.01.

"CFO" shall have the meaning set forth in Section 3.04(c)(ii).

"Chief Legal Officer" shall have the meaning set forth in Section 3.04(c)(vi).

"Code" means Internal Revenue Code of 1986, as amended.

"Company" means Murray Boiler LLC, a Texas limited liability company.

"Controlling" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, through the ownership of voting securities, by contract or otherwise. The terms "Controlled By" and "Under Common Control" have correlative meanings.

"Covered Person" shall have the meaning set forth in Section 3.09(a).

"Disposition" means any sale, assignment, transfer, exchange, grant, hypothecation or other transfer (including a transfer by operation of law), absolute or as an Encumbrance.

"Effective Date" shall have the meaning set forth in the Preamble.

"Encumbrance" means any mortgage, security interest, lien, pledge, equitable interest, easement, option, right of first refusal or a restriction or interest similar to any of the foregoing of any kind.

"Legal Requirement" means any order, constitution, law, ordinance, regulation, statute or treaty issued by any federal, state, local, municipal, foreign, international or multinational governmental, administrative or judicial body or any principle of common law, in each case binding on or affecting the referenced Person.

"Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than 50% of the Percentage Interests of all Members, or in the event the Company has a single Member, the sole Member.

"Manager" means a member of the Board of Managers.

"Members" means the Persons identified as currently being a Member on Schedule I (Member Register) and all other Persons admitted as additional or substituted Members pursuant to this Agreement from time to time, in each case so long as they remain Members. Reference to a "Member" means any one of the Members if there is more than one or the sole Member if there is only one.

"Membership Interest" means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member's Percentage Interest in the Company's profits, losses, allocations and distributions pursuant to this Agreement and the TBOC, (ii) such Member's right to vote or grant or withhold consents with respect to Company matters as provided in this Agreement and the TBOC and (iii) such Member's other rights and privileges as provided in this Agreement and the TBOC.

"Officers" shall have the meaning set forth in Section 3.04(a).

"Percentage Interest" means a Member's share of the profits and losses of the Company and the Member's percentage right to receive distributions of the Company's assets. The

Percentage Interest of each Member shall be the percentage set forth opposite such Member's name on Schedule I, as such Schedule shall be amended from time to time in accordance with the provisions of this Agreement. The combined Percentage Interest of all Members shall at all times equal 100%.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity, association or governmental body.

"President" shall have the meaning set forth in Section 3.04(c)(i).

"Property" means any property, real or personal, tangible or intangible, including cash, and any legal or equitable interest in such property.

"Secretary" shall have the meaning set forth in Section 3.04(c)(v).

"Secretary of State" shall mean the Secretary of State of the State of Texas.

"TBOC" means the Texas Business Organizations Code as it may be amended, revised or supplemented from time-to-time.

"Treasurer" shall have the meaning set forth in Section 3.04(c)(iv).

"Vice President" shall have the meaning set forth in Section 3.04(c)(iii).

1.02 **Interpretation**. Unless the context shall require otherwise:

(a) Words importing the singular number or plural number shall include the plural number and singular number respectively;

(b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa;

(c) References to "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

(d) Reference in this Agreement to "herein," "hereby" or "hereunder," or any similar formulation, shall be deemed to refer to this Agreement as a whole, including the schedules and exhibits hereto;

(e) References to documents and agreements shall include such documents and agreements as amended from time to time; and

(f) The headings of this Agreement are for reference only and shall not be deemed to form a part of the text or be used in the construction or interpretation of this Agreement. Unless otherwise indicated, all references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement.

ARTICLE II
FORMATION

2.01 **Formation**. The Company was formed as a Texas limited liability company by filing a certificate of formation (the "Certificate") with the Secretary of State, along with the filing with the Secretary of State of a Certificate of Divisional Merger pursuant to which Trane U.S. Inc., a Texas corporation, effected a divisional merger pursuant to which the Company was created.

2.02 **Name**. The Company will conduct its business under the name set forth in the first paragraph of this Agreement or such other names as the Board of Managers may select from time to time that comply with applicable Legal Requirements.

2.03 **Purpose**. The purpose of the Company is to transact any and all lawful business for which a limited liability company may be formed under the TBOC and any other business or activity (including obtaining appropriate financing) that now or in the future may be necessary, incidental, proper, advisable or convenient to accomplish the foregoing purposes as determined by the Board of Managers and that is not forbidden by any Legal Requirement.

2.04 **Principal Office in the United States; Other Offices**. The principal office of the Company in the United States shall be at 800-E Beaty Street, Davidson, North Carolina 28036, or at such other place as the Board of Managers may designate from time to time, which need not be in the State of Texas. The Company may have such other offices as the Board of Managers or any appropriate Officer designates from time to time.

2.05 **Registered Agent and Office**. The Company's registered agent for the service of process and the registered office shall be as reflected in the Certificate. The Board of Managers, from time to time, may change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the address of the registered office shall change, the Board of Managers shall promptly designate a replacement registered agent or file a notice of change of address.

2.06 **Term**. The term of the Company shall be perpetual until dissolved and its affairs wound up in accordance with this Agreement.

2.07 **Effect of Inconsistencies with the TBOC**. The Members intend to be governed by this Agreement even when it is inconsistent with, or different than, the non-mandatory provisions of the TBOC, or any other non-mandatory Legal Requirement and the TBOC shall govern those circumstances not addressed by this Agreement. To the extent any provision of this Agreement is prohibited by or conflicts with the TBOC or other Legal Requirement, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective. In the event the TBOC or other Legal Requirement is subsequently amended or interpreted in such a way to make valid any provision of this Agreement that was formerly invalid, the provision shall be deemed valid from the effective date of such interpretation or amendment.

2.08 **Authorized Persons**. The Managers, the Officers and any person authorized in writing by any of them shall each be authorized to act on behalf of the Company in regard to a

"filing instrument" within the meaning of the TBOC as permitted by the TBOC. Any Manager or Officer may execute, deliver and file any certificates (and any amendments or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

2.09 **Title to Company Property**. All of the Company's Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such Property in such Member's individual name or right. The Company shall hold all of its Property in the name of the Company and not in the name of any Member.

2.10 **Certificates**. The Company shall not elect to treat any of its Membership Interests as a "security" under Section 8-103 of the Uniform Commercial Code as is in effect in the State of Texas or any other applicable jurisdiction, or elect to turn its uncertificated Membership Interests into certificated Membership Interests.

ARTICLE III
MANAGEMENT OF THE COMPANY

3.01 **Management by Board of Managers**. Except as otherwise set forth herein, the management and control of the business and affairs of the Company shall be vested in a governing board (the "Board of Managers"). The Board of Managers shall be comprised of between one and three individuals as determined by the Members, and the Members shall elect the members of the Board of Managers from time to time. The Members, in their sole discretion, may remove any Manager or the entire Board of Managers at any time with or without cause. If a vacancy occurs on the Board of Managers, the Members may elect a successor or leave vacant the position.

3.02 **Authority and Duties of the Board of Managers and Officers**. Subject to the terms of this Agreement and any applicable Legal Requirement, the Board of Managers shall have full power and authority to conduct, manage and control the business of the Company through the Officers. Except to the extent provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and fiduciary duty of care similar to those of directors and officers of for-profit corporations under the TBOC.

3.03 **Actions of the Board of Managers**.

(a) **Meetings**. Meetings of the Board of Managers may be held at any time upon the call of the President or any Manager by providing at least two business days' notice to each Manager, unless such notice is waived by all of the Managers. A quorum shall exist for any meeting of the Board of Managers if half or more of the Managers are in attendance. Attendance at a meeting shall constitute a waiver of notice of the meeting by the Manager, unless the Manager attends the meeting for the sole purpose of objecting to the lack of proper notice of the meeting. The Managers may participate in and hold meetings by means of conference telephone, video conference or similar communications equipment whereby all persons participating in the meeting can hear each other.

(b) **Required Vote; Action by Written Consent**. Any and all actions of the Board of Managers shall be taken by the affirmative vote of a simple majority of the Managers in

attendance. In lieu of acting at a meeting and without notice, the Board of Managers may act by the written consent of a simple majority of the Managers.

3.04 **Officers**.

(a) **Generally**. The Board of Managers may appoint employees or agents as officers from time to time (the "Officers"). The Officers shall be responsible for implementing the decisions of the Board of Managers and for conducting the day-to-day activities of the Company as determined by the Board of Managers. The Board of Managers may from time to time set the limits of authority of the President and other Officers, including limits regarding operating expenditures, capital expenditures, incurrence of debt, commencement or settlement of litigation and compensation of Officers and employees. Any number of offices may be held by the same Person.

(b) **Appointment; Vacancies; Removal**. All Officers of the Company shall hold office until their successors are appointed or until their earlier death, resignation or removal. Whenever any vacancies shall occur in any office by death, resignation, removal, increase in the number of Officers, or otherwise, the same may be filled by the Board of Managers. In the discretion of the Board of Managers, any Officer position may be left vacant. Any Officer appointed by the Board of Managers may be removed with or without cause at any time in the sole discretion of the Board of Managers. Such removal may be with or without prejudice to the contract rights, if any, of the Person so removed. Appointment of an Officer shall not of itself create contract rights.

(c) **Officers; Delegation by Board of Managers**. To the extent the Board of Managers appoints the following Officers, such Officers shall have the powers and duties set forth below unless otherwise provided by the Board of Managers from time to time. Such other Officers as the Board of Managers may appoint shall perform the duties and have the powers as from time to time may be assigned to them by the Board of Managers. The Board of Managers from time to time may delegate any of its powers and duties to any Officer, employee or agent of the Company, including the power of delegation, for whatever period of time necessary or desirable.

(i) **President**. The president (the "President") shall have responsibility for the general and active day-to-day management of the business of the Company and shall carry out all orders and resolutions of the Board of Managers. The President may sign deeds, mortgages, bonds, contracts or other instruments, except in cases where the execution thereof shall be expressly delegated by the Board of Managers or by this Agreement to some other Officer or agent of the Company, or shall be required by Legal Requirement to be otherwise executed. The President shall also perform such other duties and may exercise such other powers as may be assigned by this Agreement or prescribed by the Board of Managers from time to time.

(ii) **Chief Financial Officer**. The Chief Financial Officer (the "CFO") shall have custody of the funds of the Company as may be entrusted to his keeping and account for the same. The CFO shall be prepared at all times to

give information as to the financial condition of the Company. The CFO shall also generally exercise such other powers and perform such other duties as the President delegates and the Board of Managers prescribes from time-to-time. The duties of the CFO may also be performed by the Treasurer or any Assistant Treasurer appointed by the Board of Managers from time-to-time.

(iii) **Vice Presidents**. Any vice president (each a "Vice President"), in the order of seniority unless otherwise determined by the Board of Managers, shall in the absence or disability of the President perform the duties and exercise the powers of the President. Each Vice President shall perform the usual and customary duties that pertain to such office. Each Vice President shall generally assist the President by executing deeds, mortgages, bonds, contracts or other instruments, except in cases where the execution thereof shall be expressly and exclusively delegated by the Board of Managers or this Agreement to some other Officer or agent of the Company or shall be required by Legal Requirement to be otherwise executed. Each Vice President shall also generally exercise such other powers and perform such other duties as are delegated to him by the President, as the Board of Managers may further prescribe from time to time, or are indicated by the specific title given to such Vice President upon his or her appointment.

(iv) **Treasurer**. The treasurer (the "Treasurer") shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Managers. The Treasurer shall have the authority to sign and issue surety bonds on behalf of the Company, except in cases where the execution thereof shall be expressly and exclusively delegated by the Board of Managers or this Agreement to some other Officer or agent of the Company or shall be required by Legal Requirement to be otherwise executed. The duties of the Treasurer may be performed by any assistant treasurer (an "Assistant Treasurer") appointed by the Board of Managers from time to time. The duties of such Assistant Treasurers may be specified or limited by the specific title given to such Assistant Treasurer upon his or her appointment.

(v) **Secretary**. The secretary (the "Secretary") shall perform such duties as may be prescribed by the President, under whose supervision he or she shall be. The Secretary shall have custody of the seal of the Company, if any, and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by the signature of the Secretary. The Board of Managers or President may give general authority to any other Officer to affix the seal of the Company and to attest the affixing by his or her signature. The Secretary shall ensure that all books, reports, statements, certificates and other documents and records required by Legal Requirement to be kept or filed are properly kept or filed, as the case may be. The duties of the Secretary may be performed by any assistant secretary (an "Assistant Secretary") appointed by the Manager from time to time. The duties of such Assistant Secretaries may be

specified or limited by the specific title given to such Assistant Secretary upon his or her appointment. The Secretary shall also generally exercise such other powers and perform such other duties as are delegated to him or her by the President and as the Board of Managers may further prescribe from time to time.

(vi) **Chief Legal Officer**. The Chief Legal Officer (the "Chief Legal Officer") shall perform such duties as may be prescribed by the Board of Managers or the President, under whose supervision he shall be. The Chief Legal Officer shall perform the usual and customary duties that pertain to such office and generally exercise such other powers and perform such other duties as are delegated to him by the President and as the Board of Managers may further prescribe from time-to-time. The Chief Legal Officer shall generally assist the President by executing deeds, mortgages, bonds, contracts or other instruments, except in cases where the execution thereof shall be expressly and exclusively delegated by the Board of Managers or this Agreement to some other Officer or agent of the Company or shall be required by Legal Requirement to be otherwise executed.

3.05 **Voting Securities Owned by the Company**. Any Officer may execute on behalf of the Company any contracts, powers of attorney, proxies, waivers of notice of meeting, consents and other instruments any of which relate to securities or partnership or other interests owned or held by the Company. Any Officer may, on behalf of the Company, vote in person or by proxy any interest of any entity in which the Company owns securities or holds other interests and at any meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities or other interests, including delegating like powers upon any other Person.

3.06 **Compensation and Expenses**. Except as provided in this Agreement or as approved by the Board of Managers or, in the event the Board of Managers has a single Manager, the Members, no Manager shall receive any salary, fee or other remuneration for services rendered to or on behalf of the Company or otherwise in his capacity as a Manager. Any Manager who is not an officer or employee of the Company or any of its Affiliates shall receive remuneration for services rendered to or on behalf of the Company or otherwise in his capacity as Manager as approved by the Board of Managers, or in the event the Board of Managers has a single Manager, the Members. Each Manager shall be reimbursed for all proper, direct expenses he or she reasonably incurs on behalf of the Company in performing his or her duties as a Manager either (a) in the Company's sole discretion (as determined by the Board of Managers or, in the event the Board of Managers has a single Manager, the Members) or (b) if such expenses are pre-approved in writing, in either event upon submission of appropriate and all other reasonably requested documentation.

3.07 **Other Activities of the Members and Agreements with Related Parties**. Subject to the provisions of any other agreement binding upon a Member, each Member, in its individual capacity or otherwise, will be free to engage in, to conduct or to participate in any business or activity whatsoever without any accountability, liability or obligation to the Company or, if then applicable, to any other Member, even if such business or activity competes with or is enhanced by the business of the Company. The Board of Managers, in the exercise of

its power and authority under this Agreement, may contract and otherwise deal with or otherwise obligate the Company to entities in which a Member may have an ownership or other financial interest.

3.08 **Indemnification; Exculpation**.

(a) **General**. Every Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such Person is, or was at the time of the alleged event giving rise to a claim for indemnity, (i) a Member, Manager or Officer, (ii) an Affiliate of a Member, (iii) an employee, agent, fiduciary or trustee of the Company, (iv) an officer, director, manager, employee, agent, fiduciary or trustee of a Member or (v) serving at the request of the Company or a Person it Controls (directly or indirectly) as an officer, director, manager, employee, agent, fiduciary or trustee of another Person (each a "Covered Person") (except a Covered Person shall not include a Person providing on a fee-for-service basis trustee, fiduciary or custodial services), shall be indemnified by the Company against any and all reasonable costs and expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by the Covered Person in connection with such action, suit or proceeding if the Covered Person acted in good faith and in a manner the Covered Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Covered Person's conduct was unlawful. The resolution of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, shall not, of itself, create a presumption that the Covered Person had reasonable cause to believe that the Covered Person's conduct was unlawful.

(b) **Advances**. Expenses (including attorneys' fees) incurred by a Covered Person with respect to any action, suit or proceeding of the nature described in the preceding paragraph may be paid by the Company, in the sole discretion of the Board of Managers, and, if such Covered Person is a Member, Manager or Officer, then such expenses shall be paid by the Company, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Covered Person to repay such amount if it shall ultimately be determined that the Covered Person is not entitled to be indemnified by the Company as authorized in this Section 3.08. In addition, the Company may elect at any time to discontinue advancing expenses to a Covered Person (other than a Member, Manager or Officer) if such advancement is determined by the Company, in its sole discretion, not to be in the best interest of the Company.

(c) **Indemnity Limited to Assets**. Indemnification under this Section 3.08 shall be made only out of the assets of the Company. Neither any Member nor any Manager shall be personally liable for such indemnification, and they shall have no obligation to contribute or loan any monies or Property to the Company to enable it to provide such indemnification.

(d) **Insurance**. The Company may purchase and maintain (or reimburse any Member or its Affiliates the cost of) insurance on behalf of any Covered Person, and any other Person that the Board of Managers determines, against any liability that may be asserted against or expense that may be incurred by such Persons in connection with the Company's activities or such Persons' activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Persons against such liability or expense under this Agreement.

(e) **Other Contracts and Procedures**. The Company may enter into indemnity contracts with Covered Persons and such other Persons as the Board of Managers shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 3.08 and containing such other procedures regarding indemnification as are appropriate.

(f) **Exculpation**. Notwithstanding anything in this Agreement to the contrary, to the full extent permitted by the TBOC or any other applicable Legal Requirement currently or hereafter in effect, no Member, Manager or Officer will be personally liable to the Company or any Member, Manager or Officer for or with respect to any act or omission by such Member, Manager or Officer in such capacity. Any elimination or modification of this Section 3.08(f) will not adversely affect any right or protection of a Member, Manager or Officer existing prior to such elimination or modification.

3.09 **Approval of Certain Contracts and Transactions**.

(a) This Section 3.09 applies to a contract or transaction between the Company and (i) one or more Managers or Officers, or one or more Affiliates or Associates of one or more Managers or Officers, or (ii) an entity or organization in which one or more Managers or Officers, or one or more Affiliates or Associates of one or more Managers or Officers, is (A) a director, general partner, member, manager or officer or (B) has a financial interest.

(b) The Company may enter into a contract or transaction described in Section 3.09(a) if one of the following conditions is satisfied:

(i) the material facts as to the relationship or interest described in Section 3.09(a) and as to the contract or transaction are disclosed to or known by the Board of Managers and the Board of Managers in good faith authorizes the contract or transaction by the approval of a majority of the disinterested Managers or, if there is only one disinterested Manager, the sole disinterested Manager, regardless of whether the disinterested Managers or Manager constitutes a quorum; or

(ii) the material facts as to the relationship or interest described in Section 3.09(a) and as to the contract or transaction are disclosed to or known by the Members and the Members in good faith approve the contract or transaction by vote of the Members; or

(iii) the contract or transaction is fair to the Company when the contract or transaction is authorized, approved or ratified by the Board of Managers or the Members.

(c) Interested Managers may be included in determining the presence of a quorum at a meeting of the Board of Managers that authorizes the contract or transaction.

(d) A Person who has the relationship or interest described in Section 3.09(a) may (i) be present at or participate in and, if the Person is a Manager, may vote at a meeting of the Board of Managers that authorizes the contract or transaction or (ii) sign, in the Person's capacity as a Manager, a written consent of the Board of Managers to authorize the contract or transaction.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE MEMBERS

4.01 **Limitation of Liability**. Except as provided by the provisions of the TBOC that may not be modified by this Agreement or waived under any Legal Requirement, no Member shall be liable for any obligation of the Company solely by reason of being or acting as a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the TBOC shall not be grounds for imposing liability on a Member for liabilities of the Company.

4.02 **Compensation of the Members**. A Member shall be reimbursed for all proper, direct expenses it reasonably incurs on behalf of the Company in performing its duties as a Member upon delivery by such Member to the Company of a detailed invoice (including amounts paid to any Person to perform services for the Company).

4.03 **Profits and Losses; Distributions**. Subject to the Code, if the Company has more than one Member under the Code, each item of income, gain, loss, deduction or credit of the Company, for each fiscal year of the Company, shall be allocated among the Members in proportion to their respective Percentage Interests. Except as prohibited by provisions of the Act that may not be modified by this Agreement or waived under applicable Legal Requirements, the Company may make distributions as determined by and in the sole discretion of the Members; notwithstanding the foregoing, no distribution shall be made if such distribution would violate Section 101.204 or Section 101.205 of the TBOC or any other applicable Legal Requirement.

ARTICLE V
MEETINGS OF THE MEMBERS

5.01 **No Required Meetings**. The Members may, but shall not be required to, hold annual, periodic or other formal meetings.

5.02 **Action by the Members**. Action required or permitted to be taken at a meeting of the Members may be taken without a meeting and without notice if the action is evidenced by a written consent, approval or resolution describing the action taken. All decisions of the Members, whether at a meeting or by written consent, approval or resolution, must be made or taken by a Majority in Interest of the Members.

ARTICLE VI
BOOKS AND RECORDS

6.01 **Maintenance of Books and Records**. The Company may maintain at its principal office, separate books of account for the Company that include a record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the conduct of the Company and the operation of its business in accordance with this Agreement.

6.02 **Access to Books, Records, etc**. A Member or any of its agents or representatives, at such Member's own expense and upon reasonable notice during normal business hours, may visit and inspect any of the properties of the Company (subject to reasonable safety requirements) and examine and audit any information it may reasonably request and make copies of and abstracts from the financial and operating records and books of account of the Company and its subsidiaries and copies of any other documents relating to the businesses of the Company and its subsidiaries, and discuss the affairs, finances and accounts of the Company and its subsidiaries with any Manager, any other Member, any Officer and the independent accountants of the Company, if any, all at such reasonable times and as often as such Member or any of its agents or representatives may reasonably request.

6.03 **Reliance on Documents and Reports**. The appropriate Officer shall cause to be prepared and to be delivered to the Members by the Company any other reports or information regarding the Company or its subsidiaries that a Majority in Interest of the Members requests. The Board of Managers shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its Members, Officers or employees, or by any other Person as to matters the Board of Managers reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company (including, without limitation, information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid). In addition, the Board of Managers may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors selected by them, and any opinion of any such Person as to matters which the Board of Managers reasonably believes to be within such Person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Board of Managers in good faith and in accordance with such opinion.

ARTICLE VII
DISPOSITION OF MEMBERSHIP INTERESTS AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

7.01 **Disposition**. A Member may effect a Disposition of all or a portion of its Membership Interest either voluntarily or by operation of law. Notwithstanding any provision of the TBOC to the contrary, upon the Disposition of a Membership Interest, the transferee shall be admitted immediately as a Member without further action upon the completion of the

Disposition. Upon the transfer of all of a Member's Membership Interest (other than the transfer of an Encumbrance), the transferring Member shall cease to be a Member and, to the fullest extent permitted by Legal Requirements, shall have no further rights or obligations under this Agreement, except that the transferring Member shall have the right to such information as may be necessary for the computation of the transferring Member's tax liability. In connection with a Disposition of all of the Membership Interests in the Company, the transferee shall be admitted as a Member immediately before the transferring Member ceases to be a Member and the Company shall continue without dissolution.

7.02 **Admission of Additional Members**. The Members may admit additional Members from time to time and determine the capital contributions to be made by such additional Members.

7.03 **Member Register**. Schedule I will be updated by the Secretary or any Assistant Secretary for the name, business address and Percentage Interest of each additional or substituted Member of the Company, and any such update will not be considered to be an "amendment" of this Agreement.

ARTICLE VIII
DISSOLUTION AND WINDING UP

8.01 **Dissolution**. The Company shall be dissolved and its affairs wound up, only upon the first to occur of the following: (a) the written consent of a Majority in Interest of the Members; (b) the termination of the legal existence of the last remaining Member or the occurrence of any other event that terminates the continued membership of the last remaining Member in the Company unless the business of the Company is continued in a manner permitted by this Agreement or the TBOC; or (c) the entry of a decree of judicial dissolution under Section 11.301 of the TBOC that has become final. Anything in this Agreement to the contrary notwithstanding, the Bankruptcy of a Member shall not cause such Member to cease to be a Member and upon the occurrence of a Bankruptcy of a Member, the business of the Company shall continue without dissolution. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate as provided in the TBOC.

8.02 **Effect of Dissolution**. Upon dissolution, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets (with sufficient time allowed to minimize the losses normally associated with liquidation) and satisfying the claims of its creditors and the Members, and neither the Board of Managers nor any Member shall take any action with respect to the Company that is inconsistent with the winding up of the Company's business and affairs, until such time as the Company's Property has been distributed pursuant to this Section 8.02 and the existence of the Company has been terminated pursuant to the TBOC. The Officers, or, if there are none, the Managers, or, if there are none, the Members, shall be responsible for overseeing the winding up of the Company. The Persons winding up the Company shall take full account of the Company's Property and liabilities and shall cause as soon as reasonably practicable the Company's Property or the proceeds from the sale or disposition thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by any applicable Legal Requirement and notwithstanding anything in this Agreement to the contrary, in the following order (without duplication):

(a) First, to creditors, including Members and their Affiliates who are creditors to the extent otherwise permitted by Legal Requirement, in satisfaction of the liabilities of the Company (whether by payment, by the establishment of reserves of cash or other assets of the Company, or by other reasonable provision for payment), other than liabilities for distributions to Members and former Members under Sections 101.204 or 101.205 of the TBOC;

(b) Second, to Members and former Members in satisfaction of liabilities for distributions under Sections 101.204 or 101.205 of the TBOC; and

(c) Third, to the Members in proportion to their Percentage Interests.

8.03 **No Restoration of Capital Account**. In no event shall a Member be required to contribute additional capital to the Company, upon the liquidation of the Company or at any other time.

8.04 **Winding Up and Certificate of Termination**. The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Upon the completion of winding up of the Company, a certificate of termination shall be delivered to the Secretary of State for filing. The certificate of termination shall set forth the information required by the TBOC.

ARTICLE IX
MISCELLANEOUS

9.01 **Amendment**. This Agreement may be amended from time to time only by a written agreement executed by a Majority in Interest of the Members.

9.02 **Governing Law; Signatures and Records**. This Agreement and the rights and duties of the Members arising under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof that would call for the application of the laws of any other jurisdiction. Any signature on this Agreement, and any certificate or other document or agreement which the Company is authorized to issue or execute pursuant to this Agreement, may be a facsimile, a conformed signature or an electronically transmitted signature. Any consent, approval or resolution transmitted by electronic transmission by a Manager, Member or a Person or Persons authorized to act for a Member shall be deemed to be written and signed for purposes of this Agreement. Unless a Member expressly requests otherwise, all notices, disclosures, authorizations, acknowledgements and other documents required to be provided by any other Member or the Company or related to the Company, including its operation, governance and internal affairs, may be transmitted electronically to such Member. The Company may maintain a copy of this Agreement, all other information required to be maintained by the Act and all of its other records in electronic or any other non-written form that is capable of conversion into written form within a reasonable time.

9.03 **Rights of Creditors and Third Parties Under Agreement**. This Agreement is declared and entered into by the Members for the exclusive benefit of the Company, the Members, the Managers and their successors and assignees, and is not intended for the benefit of

any creditor of the Company or any other Person. Except and only to the extent required by a Legal Requirement, no such creditor or other Person shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any capital contribution.

9.04 **Successors and Assigns**. This Agreement shall be binding upon and benefit the Members and their successors and assigns.

9.05 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of its other provisions. Following a determination by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable, the Members shall negotiate in good faith new provisions that, as far as legally possible, most nearly reflect the intent of the Members originally expressed herein and that restore this Agreement as nearly as possible to its original intent and effect.

9.06 **Entire Agreement**. This Agreement represents the entire declaration and agreement by the Members.

9.07 **Construction**. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

[Signature Page Follows]

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the Effective Date.

MURRAY BOILER HOLDINGS LLC, a
Delaware limited liability company

By: _____
Evan M. Turtz,
President and Secretary

SCHEDULE I – MEMBER REGISTER

Limited Liability Company Agreement
of
Murray Boiler LLC, (a Texas limited liability company)

Member Name and Address	Percentage Interest	Dates of Admission/Departure
Murray Boiler Holdings LLC (a North Carolina limited liability company) **800-E Beaty Street** **Davidson, NC 28036** Received interest upon formation in connection with the divisional merger of Trane U.S. Inc., a Texas corporation, into a newly created Texas limited liability company and a Texas corporation, pursuant to which the Company was created	100%	May 1, 2020

EXHIBIT E

New TUI (TX) Bylaws

See attached.

TRANE U.S. INC.

BYLAWS

(effective as of May 1, 2020)

(TEXAS)

ARTICLE I

Shareholders

Section 1.1. Action by Consent Without Meeting. Any action required or permitted to be taken at any annual or special meeting of shareholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

Section 1.2. Annual Elections. An annual election of Directors shall be held either by written consent of shareholders without a meeting, under Section 1.1 of these by-laws, or at a meeting at such time as shall be determined by resolution of the Board of Directors, and duly called to be held at such hour and place either within or without the State of Texas as may be stated in the call and notice.

Section 1.3. Special Meetings. Special meetings of shareholders may be held upon call of the President or a majority of the Board of Directors (and shall be called by the Secretary upon written request, stating the purpose of the meeting, of shareholders who together own of record 25% of the outstanding stock of any class entitled to vote at such meeting), at such time and place either within or without the state of Texas as may be stated in the call and notice.

Section 1.4. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the shareholder at his address as it appears on the records of the Corporation.

Section 1.5. Adjournments. Any meeting of shareholders may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meetings. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a

notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 1.6. Quorum. At each meeting of shareholders, except where otherwise provided by law or the Certificate of Formation or these by-laws, the holders present in person or by proxy of a majority of the outstanding shares of each class of stock entitled to vote at the meeting shall constitute a quorum. For purposes of the foregoing, two or more classes or series of stock shall be considered a single class if entitled to vote together as a single class upon a particular election or question. In the absence of a quorum, the shareholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided by Section 1.5 of these by-laws until a quorum shall attend.

Section 1.7. Organization. Meetings of shareholders shall be presided over by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.8. Voting; Proxies. Unless otherwise provided in the Certificate of Formation, each shareholder entitled to vote at any meeting of shareholders, or to express consent or dissent to corporate action in writing without a meeting, shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each such shareholder may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. All elections of Directors shall be by written ballot, unless otherwise provided in the Certificate of Formation; but voting on other questions by shareholders need not be by ballot and need not be conducted by inspectors. A plurality of the votes cast shall be sufficient for election of Directors by shareholders. Unless otherwise provided by law, the Certificate of Formation or these bylaws, or a resolution of the Board of Directors, all other questions shall be decided by the vote of the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at a meeting, or by written consent without a meeting of the number of votes required by Section 1.1 of these bylaws.

Section 1.9. Fixing Date for Determination of Shareholders of Record. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix in advance a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

If no record date is fixed: (l) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. (2) The record date for determining shareholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written

consent is expressed. (3) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE II

Board of Directors

Section 2.1. Number; qualifications. The Board of Directors shall consist of one or more members. The number of directors shall be such as may be fixed from time to time either by shareholder action or by resolution of the Board of Directors; provided the initial number of Directors shall be three. Directors need not be shareholders.

Section 2.2. Election; Resignation; Vacancies. Any Director may resign at any time upon written notice to the Corporation. Any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although less than a quorum, or by a sole remaining Director; or by a plurality of the votes cast at a meeting of shareholders; or by consent in writing signed by the holders of outstanding stock having not less than a majority of the votes of such stock. Whether elected at an annual election of Directors or to fill an interim vacancy, each Director shall hold office until the next succeeding annual election or until his successor is elected and qualified or until his earlier resignation or removal. Any Director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Texas and at such times as the Board of Directors may from time to time determine, and if so determined, notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Texas whenever called by a quorum of the Board of Directors. Two days' notice thereof shall be given by the person or persons calling the meeting, except for telephonic meetings (see Section 2.5).

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting. At least six hours' notice shall be given of a telephonic meeting.

Section 2.6. Quorum. At all meetings of the Board of Directors one-third of the entire Board shall constitute a quorum for the transaction of business. Except in cases in which the

Certificate of Formation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meeting of the Board of Directors shall be presided over by the President, or in his absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

ARTICLE III

Officers

Section 3.1. Executive Officers; Election; Qualifications; Term of Office; Resignations; Vacancies. The Board of Directors, as soon as practicable after the annual election of Directors in each year, shall elect a President, one or more Vice Presidents, a Secretary, and a Treasurer, and it may, if it so determines, elect a Chairman of the Board who need not be a member. The Board of Directors may also choose one or more assistant officers. Any offices may be held, and the duties performed, by one and the same person, except that neither the Chairman of the Board nor the President shall also hold the office of Secretary. Each such officer shall hold office until the first meeting, or action by consent without a meeting, of the Board of Directors after the annual election of Directors next succeeding his election, or until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Any officer may be removed from office at any time by the affirmative vote of a majority of the members of the Board of Directors then in office. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting, or by unanimous written consent without a meeting.

Section 3.2. Powers and Duties of Executive Officers. The officers of the Corporation shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time shall be conferred by these bylaws or the Board of Directors. The President shall, subject to the Board of Directors, have general direction and supervision of the business operations and affairs of the Corporation. The Chairman of the Board shall have only such powers and authority as may be specifically delegated to him by the Board of Directors.

ARTICLE IV

Stock

Section 4.1. Certificates. All shares of the Corporation's stock shall be uncertificated shares unless the Board of Directors provides by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be represented by certificates. In such case, the Board of Directors may, consistent with applicable law, adopt such rules as it deems appropriate concerning the issuance, signature, registration, surrender and replacement of certificates and the transfer of certificated shares.

Section 4.2. Transfer of Stock. Upon receipt of proper transfer instructions from the registered owner of shares, such shares shall be cancelled and issuance of new equivalent uncertificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the Corporation.

ARTICLE V

Miscellaneous

Section 5.1. Fiscal Year. The fiscal year of the Corporation shall end December 31 unless otherwise determined by resolution of the Board of Directors.

Section 5.2. Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 5.3. Waiver of Notice of Meetings of Shareholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice, The presence of a person at a meeting, or his participation in a telephonic meeting, shall constitute a waiver of notice, except when a person attends a meeting or participates in a telephonic meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called, convened or initiated. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders, Directors or members of a committee of Directors need be specified in any written waiver of notice.

Section 5.4. Indemnification of Directors, Officers and Employees. The Corporation shall indemnify to the full extent authorized by the laws of the State of Texas any person made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a Director, officer or employee of the Corporation or serves or served any other enterprise as a Director, officer or employee at the request of the Corporation.

Section 5.5. Amendment of Bylaws. These bylaws may be altered or repealed, and new bylaws made, by the Board of Directors or by the shareholders of the Corporation.

Section 5.6. Conflict with Applicable Law or Certificate of Formation. These bylaws are adopted subject to any applicable law and the Certificate of Formation. Whenever these bylaws may conflict with any applicable law or the Certificate of Formation, such conflict shall be resolved in favor of such law or the Certificate of Formation.

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EXHIBIT G

Funding Assignment and Assumption Agreement

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of May 1, 2020, is entered into by and among TUI HOLDINGS INC., a Delaware corporation ("Assignor"), TRANE U.S. INC., a Texas corporation ("Assignee"), and MURRAY BOILER LLC, a Texas limited liability company ("Payee").

RECITALS

WHEREAS, prior to and in anticipation of the divisional merger (the "Divisional Merger") of Trane U.S. Inc., a Texas corporation and subsidiary of Assignor ("TUI (TX)"), pursuant to Chapter 10 of the Texas Business Organizations Code, Assignor, as payor, and TUI (TX), as payee, entered into a Funding Agreement, dated May 1, 2020 (the "Funding Agreement");

WHEREAS, the Plan of Divisional Merger, dated May 1, 2020, providing for the Divisional Merger (the "Plan of Divisional Merger") contemplated, among other things, that, upon effectiveness of the Divisional Merger, (1) TUI (TX) would cease to exist, (2) a new Texas corporation, Assignee, and a new Texas limited liability company, Payee, would be created, and (3) the rights and obligations of TUI (TX), as payee, under the Funding Agreement would be allocated to and vest in Payee;

WHEREAS, the Divisional Merger has become effective, Assignee and Payee have been created, and the rights and obligations of TUI (TX), as payee, under the Funding Agreement have been allocated to and vested in Payee;

WHEREAS, the Funding Agreement contemplates that, immediately following the effectiveness of the Divisional Merger, Assignor will assign to Assignee, and Assignee will assume from Assignor, all rights and obligations of Assignor, as payor, under the Funding Agreement, whereupon Assignor will be released from its obligations, and have no further obligations, under the Funding Agreement; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all rights and obligations of Assignor, as payor, under the Funding Agreement, all as contemplated by the Funding Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained and contained in the Plan of Divisional Merger and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment and Delegation. Assignor hereby assigns and delegates to Assignee the Funding Agreement and all rights and obligations of Assignor thereunder.

2. Assumption. Assignee hereby accepts and assumes from Assignor the Funding Agreement and all rights and obligations of Assignor thereunder.

3. Novation. As provided under the terms of the Funding Agreement, Assignor is hereby released from all its obligations thereunder. In addition to and without limiting the

foregoing, Assignor, Assignee and Payee hereby agree to the novation of the Funding Agreement so that, effective immediately, (a) Assignee is substituted for Assignor for all purposes under the Funding Agreement and (b) every reference in the Funding Agreement to Assignor will be read as a reference to Assignee.

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts; Electronic Execution. This Agreement may be executed in separate counterparts, each of which will constitute an original, but all of which when taken together will constitute a single contract. Delivery of an executed counterpart of a signature page of the Agreement by telecopy, .pdf or any effective means that reproduces an image of the actual executed signature page will be effective as delivery of a manually executed counterpart of the Agreement.

6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

[Signature Page Follows]

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

ASSIGNOR:

TUI HOLDINGS INC., a Delaware corporation

By: _____
Evan M. Turtz,
President and Secretary

ASSIGNEE:

TRANE U.S. INC., a Texas corporation

By: _____
Richard E. Daudelin,
Treasurer

PAYEE:

MURRAY BOILER LLC, a Texas limited liability company

By: _____
Amy Roeder,
Chief Financial Officer and Treasurer

EXHIBIT H

Murray Boiler/TUI Divisional Merger Support Agreement

See attached.

DIVISIONAL MERGER SUPPORT AGREEMENT

This DIVISIONAL MERGER SUPPORT AGREEMENT (this "Agreement"), dated as of May 1, 2020, is made by and between MURRAY BOILER LLC, a Texas limited liability company ("Murray Boiler (TX)"), and TRANE U.S. INC., a Texas corporation ("New TUI (TX)").

RECITALS

A. On the date hereof, but prior to the execution of this Agreement, Trane U.S. Inc. a Texas corporation ("TUI (TX)"), effected a divisional merger (the "Divisional Merger") in accordance with the Texas Business Organizations Code (the "TBOC").

B. The Plan of Divisional Merger of TUI (TX), dated the date hereof (the "Plan of Divisional Merger"), contemplated, among other things, that, upon the effectiveness of the Divisional Merger, Murray Boiler (TX) and New TUI (TX) would be created in accordance with the TBOC.

C. The Plan of Divisional Merger contemplated that, immediately following the effectiveness of the Divisional Merger and the creation of Murray Boiler (TX) and New TUI (TX), Murray Boiler (TX) and New TUI (TX) would execute and deliver this Agreement.

D. The Divisional Merger has become effective on the date hereof.

E. Murray Boiler (TX) and New TUI (TX) desire to execute and deliver this Agreement as contemplated by the Plan of Divisional Merger.

AGREEMENT

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

1. Definitions. Capitalized terms that are used in this Agreement, but that are not otherwise defined herein, have the meaning ascribed to them in the Plan of Divisional Merger, including the Schedules to the Plan of Divisional Merger.

2. Further Actions. If at any time Murray Boiler (TX) or New TUI (TX) determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Murray Boiler (TX) or New TUI (TX) the title to any property of TUI (TX), Murray Boiler (TX) and New TUI (TX) will take such action as may be necessary or desirable to vest title to such property in Murray Boiler (TX) or New TUI (TX) provided in Section 5 of the Plan of Divisional Merger, and otherwise carry out the purposes of the Plan of Divisional Merger. If at any time Murray Boiler (TX) or New TUI (TX) determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Murray Boiler (TX) or New TUI (TX) with respect to the Liabilities of TUI (TX), Murray Boiler (TX) and New TUI (TX) will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5 of the Plan of Divisional Merger, and otherwise to carry out the purposes of the Plan of Divisional Merger.

3. Indemnification. Murray Boiler (TX) will indemnify and hold harmless New TUI (TX) and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which New TUI (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (a) a claim in respect of any Murray Boiler Assets or Murray Boiler Liabilities or (b) reimbursement or other obligations of New TUI (TX) or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by New TUI (TX) or any of its affiliates in connection with Proceedings in respect of any Murray Boiler Liabilities. New TUI (TX) will indemnify and hold harmless Murray Boiler (TX) and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which Murray Boiler (TX) or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof), relate in any way to a claim in respect of (i) any Liabilities under any Asbestos Related Contracts or Asbestos Related Insurance Assets that are not Asbestos Related Liabilities or (ii) any TUI Assets or TUI Liabilities.

4. Tax Matters. TUI (TX) was a C-corporation for U.S. federal income tax purposes, Murray Boiler (TX) is a disregarded entity for U.S. federal income tax purposes and New TUI (TX) is a C-corporation for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to TUI (TX) will be used by New TUI (TX) as its EIN. Murray Boiler (TX) will obtain a new EIN, if and when it is required by Law.

5. Accounting Matters. The property and Liabilities of TUI (TX) will be initially recorded on the books of Murray Boiler (TX) or New TUI (TX) as appropriate and consistent with Section 5 of the Plan of Divisional Merger, depending on which of them was allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of TUI (TX) immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

6. Legal Matters. Murray Boiler (TX) and New TUI (TX) will, and will be deemed to, share a common interest with regard to Books and Records and other information (whether written or oral) to which any of the Privileges of TUI (TX), including the Murray Boiler Privileges, attach (the "Common Interest Information"). Murray Boiler (TX) and New TUI (TX) desire and intend that the exchange of Common Interest Information among Murray Boiler (TX), New TUI (TX) and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Murray Boiler (TX) and New TUI (TX) will take such further actions as either of them determines are necessary or advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

7. Insurance Matters. (a) To the extent an insurance policy allocated to New TUI (TX) pursuant to Section 5 of the Plan of Divisional Merger (a "TUI Policy") provides potential coverage for Murray Boiler Liabilities:

(i) New TUI (TX) will use commercially reasonable efforts to pursue, at Murray Boiler (TX)'s cost, coverage under such TUI Policy for such Murray Boiler

Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Murray Boiler (TX) will fully cooperate in such efforts;

(ii) if New TUI (TX) receives payments under such TUI Policy that are specifically paid for Murray Boiler Liabilities, New TUI (TX) will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Murray Boiler (TX) or otherwise cause an equivalent amount to be paid to Murray Boiler (TX);

(iii) if (x) New TUI (TX) receives payments under such TUI Policy that are both for Murray Boiler Liabilities and TUI Liabilities, (y) such payments are not specifically allocated by the insurer between Murray Boiler Liabilities and TUI Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Murray Boiler (TX) and New TUI (TX) will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (A) the dollar value of claims submitted to the insurer for such Murray Boiler Liabilities and TUI Liabilities, respectively, (B) any coverage position taken by the insurer regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively, (C) applicable Law regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively and (D) the advice of any outside counsel involved in pursuing coverage for claims for such Murray Boiler Liabilities and TUI Liabilities; and

(iv) if New TUI (TX) pursues insurance coverage under such TUI Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Murray Boiler Liabilities, New TUI (TX) will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided, however*, that Murray Boiler (TX) shall have the right (A) to be kept informed of such proceeding and (B) to approve any settlement of claims for any Murray Boiler Liabilities, such consent not to be unreasonably delayed or withheld.

(b) Except as provided in the Plan of Divisional Merger or in this Agreement, New TUI (TX) shall not take any action with respect to any Asbestos Related Insurance Asset.

8. Notices. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed given to Murray Boiler (TX) or New TUI (TX), 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 Murray Boiler (TX) or New TUI (TX), as applicable, may designate by notice to the other party):

if to Murray Boiler (TX):	Murray Boiler LLC 800-E Beaty Street Davidson, North Carolina Attention: Amy Roeder, Chief Financial Officer and Treasurer Email: amy_roeder@tranetechnologies.com
if to New TUI (TX):	Trane U.S. Inc. 800-E Beaty Street Davidson, North Carolina Attention: Richard E. Daudelin, Treasurer Email: richard_daudelin@tranetechnologies.com

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

10. Successors Bound. Except as otherwise provided in Section 3 above, this Agreement will benefit and bind only Murray Boiler (TX) and New TUI (TX) and their respective successors and permitted assigns.

11. Assignment. Neither Murray Boiler (TX) nor New TUI (TX) may assign or transfer this Agreement without the prior written consent of the other party.

12. Invalidity. The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity or enforceability of any other provision.

13. 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 Murray Boiler (TX) or New TUI (TX).

14. 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 Texas (without regard to conflicts of laws provisions).

15. Entire Agreement. This Agreement constitutes the entire agreement between Murray Boiler (TX) and New TUI (TX) relating to the subject matter hereof and supersedes any other prior understandings or agreements, written or oral, between them concerning such subject matter.

16. Amendment. This Agreement may only be amended or supplemented, in each case, by a writing executed by Murray Boiler (TX) and New TUI (TX).

17. 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 U.S. INC., a Texas corporation

By: _____
Richard E. Daudelin
Treasurer

MURRAY BOILER LLC, a Texas limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

EXHIBIT I

Murray Boiler/TTC Secondment Agreement

See attached.

SECONDMENT AGREEMENT

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

RECITALS

A. Provider is the employer of certain individuals (the "Seconded Employees"), each of whom provides legal or related services with respect to liabilities held by Aldrich Recipient and liabilities held by Murray Recipient.

B. Provider desires to assign the Seconded Employees to perform services with respect to liabilities of Aldrich Recipient and liabilities held by Murray Recipient and such other services as any Seconded Employee might be asked to provide to Aldrich Recipient or Murray Recipient, and each of Recipients desires to accept such assignment, all on the terms set forth in this 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 11:00 a.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, any other prior understandings or agreements, written or oral, between them concerning such subject matter. 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 Texas limited liability company

By:_____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC,
a Texas limited liability company

By:_____
Amy Roeder
Chief Financial Officer and Treasurer

MURRAY BOILER LLC,
a Texas limited liability company

By:_____
Manlio Valdes
President

Schedule 1

Seconded Employee Schedule

Name	Role	Recipients Percentage (%)	Aldrich Share (%)*	Murray Share (%)*
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%.

NAI-1511647075v6

Schedule 2

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
Attention: Richard E. Daudelin, Treasurer
Email: Richard_daudelin@tranetechnologies.com

Re: Secondment Agreement

Ladies and Gentlemen:

Reference is made to the 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 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 Secondment Agreement, this notice will constitute as amendment and restatement of the Seconded Employee Schedule.

Very truly yours,

ALDRICH PUMP LLC

By: _____
Name:

NAI-1511647075v6

Title:

MURRAY BOILER LLC

By: _____
Name:
Title:

EXHIBIT J

Murray Boiler/TTC Services Agreement

See attached.

SERVICES AGREEMENT

This SERVICES AGREEMENT, dated as of May 1, 2020 (this "Agreement"), is between TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company ("Provider"), and MURRAY BOILER LLC, a Texas limited liability ("Recipient"), for Provider to provide Recipient certain services listed on Exhibit A.

RECITALS

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

B. 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 11:00 a.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 any other prior understandings or agreements, written or oral, between them concerning such subject matter. 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 Texas limited liability company

By: _____
Richard E. Daudelin
Treasurer

MURRAY BOILER LLC, a Texas 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) 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 16

AMENDED AND RESTATED
DIVISIONAL MERGER SUPPORT AGREEMENT

This AMENDED AND RESTATED DIVISIONAL MERGER SUPPORT AGREEMENT (this "Agreement"), dated as of May 1, 2020, is made by and between ALDRICH PUMP LLC, a North Carolina limited liability company ("Aldrich Pump"), and TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company ("TTC").

RECITALS

A. On the date hereof, but prior to the execution of this Agreement, Trane Technologies Company LLC, a Texas limited liability company ("TTC (TX)"), effected a divisional merger (the "Divisional Merger") in accordance with the Texas Business Organizations Code (the "TBOC").

B. The Plan of Divisional Merger of TTC (TX), dated the date hereof (the "Plan of Divisional Merger"), contemplated, among other things, that, upon the effectiveness of the Divisional Merger, two new Texas limited liability companies, Aldrich Pump LLC ("Aldrich Pump (TX)") and Trane Technologies Company LLC ("New TTC (TX)"), would be created in accordance with the TBOC.

C. Immediately following the effectiveness of the Divisional Merger and the creation of Aldrich Pump (TX) and New TTC(TX), Aldrich Pump (TX) and New TTC (TX) executed and delivered a divisional merger support agreement (the "Original Agreement") as contemplated by the Plan of Divisional Merger.

D. Following the execution and delivery of the Original Agreement, (1) Aldrich Pump (TX) effected a conversion (the "NC Conversion") into Aldrich Pump, a North Carolina limited liability company, and (2) New TTC(TX) effected a conversion (the "DE Conversion") into TTC, a Delaware limited liability company.

E. Aldrich Pump and TTC desire to amend and restate the Original Agreement so as to reflect that the NC Conversion and the DE Conversion have occurred and that Aldrich Pump, now a North Carolina limited liability company, and TTC, now a Delaware limited liability company, are the parties to such agreement.

AGREEMENT

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

1. Definitions. Capitalized terms that are used in this Agreement, but that are not otherwise defined herein, have the meaning ascribed to them in the Plan of Divisional Merger, including the Schedules to the Plan of Divisional Merger.

2. Further Actions. If at any time Aldrich Pump or TTC determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Aldrich Pump or TTC the title to any property of TTC (TX), Aldrich Pump and TTC

will take such action as may be necessary or desirable to vest title to such property in Aldrich Pump or TTC as provided in Section 5 of the Plan of Divisional Merger, and otherwise carry out the purposes of the Plan of Divisional Merger. If at any time Aldrich Pump or TTC determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Aldrich Pump or TTC with respect to the Liabilities of TTC (TX), Aldrich Pump and TTC will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5 of the Plan of Divisional Merger, and otherwise to carry out the purposes of the Plan of Divisional Merger.

3. Indemnification. Aldrich Pump will indemnify and hold harmless TTC and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which TTC or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (a) a claim in respect of any Aldrich Pump Assets or Aldrich Pump Liabilities or (b) reimbursement or other obligations of TTC or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by TTC or any of its affiliates in connection with Proceedings in respect of any Aldrich Pump Liabilities. TTC will indemnify and hold harmless Aldrich Pump and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which Aldrich Pump or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof), relate in any way to a claim in respect of (i) any Liabilities under any Asbestos Related Contracts or Asbestos Related Insurance Assets that are not Asbestos Related Liabilities or (ii) any TTC Assets or TTC Liabilities.

4. Tax Matters. TTC (TX) was a disregarded entity for U.S. federal income tax purposes, and each of Aldrich Pump and TTC is a disregarded entity for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to TTC (TX) for purposes other than federal income tax will be used by TTC as its EIN for such purposes. Aldrich Pump will obtain a new EIN, if and when it is required by Law.

5. Accounting Matters. The property and Liabilities of TTC (TX) will be initially recorded on the books of Aldrich Pump or TTC as appropriate and consistent with Section 5 of the Plan of Divisional Merger, depending on which of them was allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of TTC (TX) immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

6. Legal Matters. Aldrich Pump and TTC will, and will be deemed to, share a common interest with regard to Books and Records and other information (whether written or oral) to which any of the Privileges of TTC (TX), including the Aldrich Pump Privileges, attach (the "Common Interest Information"). Aldrich Pump and TTC desire and intend that the exchange of Common Interest Information among Aldrich Pump, TTC and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Aldrich Pump and TTC will take such further actions as either of them determines are necessary or

advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

7. Insurance Matters. (a) To the extent an insurance policy allocated to TTC pursuant to Section 5 of the Plan of Divisional Merger (a "TTC Policy") provides potential coverage for Aldrich Pump Liabilities:

i. TTC will use commercially reasonable efforts to pursue, at Aldrich Pump's cost, coverage under such TTC Policy for such Aldrich Pump Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Aldrich Pump will fully cooperate in such efforts;

ii. if TTC receives payments under such TTC Policy that are specifically paid for Aldrich Pump Liabilities, TTC will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Aldrich Pump or otherwise cause an equivalent amount to be paid to Aldrich Pump;

iii. if (x) TTC receives payments under such TTC Policy that are both for Aldrich Pump Liabilities and TTC Liabilities, (y) such payments are not specifically allocated by the insurer between Aldrich Pump Liabilities and TTC Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Aldrich Pump and TTC will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (A) the dollar value of claims submitted to the insurer for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (B) any coverage position taken by the insurer regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively, (C) applicable Law regarding coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities, respectively and (D) the advice of any outside counsel involved in pursuing coverage for claims for such Aldrich Pump Liabilities and TTC Liabilities; and

iv. if TTC pursues insurance coverage under such TTC Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Aldrich Pump Liabilities, TTC will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided*, *however*, that Aldrich Pump shall have the right (A) to be kept informed of such proceeding and (B) to approve any settlement of claims for any Aldrich Pump Liabilities, such consent not to be unreasonably delayed or withheld.

(b) Except as provided in the Plan of Divisional Merger or in this Agreement TTC shall not take any action with respect to any Asbestos Related Insurance Asset.

8. Notices. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed given to Aldrich Pump or TTC, 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 Aldrich Pump or TTC, as applicable, may designate by notice to the other party):

if to Aldrich Pump:	Aldrich Pump LLC 800-E Beaty Street Davidson, North Carolina Attention: Amy Roeder, Chief Financial Officer and Treasurer Email: amy_roeder@tranetechnologies.com
if to TTC:	Trane Technologies Company LLC 800-E Beaty Street Davidson, North Carolina Attention: Richard E. Daudelin, Treasurer Email: richard_daudelin@tranetechnologies.com

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

10. Successors Bound. Except as otherwise provided in Section 3 above, this Agreement will benefit and bind only Aldrich Pump and TTC and their respective successors and permitted assigns.

11. Assignment. Neither Aldrich Pump nor TTC may assign or transfer this Agreement without the prior written consent of the other party.

12. Invalidity. The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity or enforceability of any other provision.

13. 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 Aldrich Pump or TTC.

14. 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 Texas (without regard to conflicts of laws provisions).

15. Entire Agreement. This Agreement constitutes the entire agreement between Aldrich Pump and TTC relating to the subject matter hereof and supersedes, in its entirety, the Original Agreement.

16. Amendment. This Agreement may only be amended or supplemented, in each case, by a writing executed by Aldrich Pump and TTC.

17. 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.

ALDRICH PUMP LLC, a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company

By: _____
Richard E. Daudelin
Treasurer

[Signature Page to Amended and Restated Divisional Merger Support Agreement]

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

ALDRICH PUMP LLC, a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company

By: _____
Richard E. Daudelin
Treasurer

[Signature Page to Amended and Restated Divisional Merger Support Agreement]

EXHIBIT 17

AMENDED AND RESTATED
DIVISIONAL MERGER SUPPORT AGREEMENT

This AMENDED AND RESTATED DIVISIONAL MERGER SUPPORT AGREEMENT (this "Agreement"), dated as of May 1, 2020, is made by and between MURRAY BOILER LLC, a North Carolina limited liability company ("Murray Boiler"), and TRANE U.S. INC., a Delaware corporation ("New TUI").

RECITALS

A. On the date hereof, but prior to the execution of this Agreement, Trane U.S. Inc. a Texas corporation ("TUI (TX)"), effected a divisional merger (the "Divisional Merger") in accordance with the Texas Business Organizations Code (the "TBOC").

B. The Plan of Divisional Merger of Trane U.S. Inc., a Texas corporation, dated the date hereof (the "Plan of Divisional Merger"), contemplated, among other things, that, upon the effectiveness of the Divisional Merger, a new Texas limited liability company, Murray Boiler LLC ("Murray Boiler (TX)"), and a new Texas corporation, Trane U.S. Inc. ("New TUI (TX)"), would be created in accordance with the TBOC.

C. Immediately following the effectiveness of the Divisional Merger and the creation of Murray Boiler (TX) and New TUI (TX), Murray Boiler (TX) and New TUI (TX) executed and delivered a divisional merger support agreement (the "Original Agreement") as contemplated by the Plan of Divisional Merger.

D. Following the execution and delivery of the Original Agreement, (1) Murray Boiler (TX) effected a conversion (the "NC Conversion") into Murray Boiler, a North Carolina limited liability company, and (2) New TUI (TX) effected a conversion (the "DE Conversion") into New TUI, a Delaware corporation.

E. Murray Boiler and New TUI desire to amend and restate the Original Agreement so as to reflect that the NC Conversion and the DE Conversion have occurred and that Murray Boiler, now a North Carolina limited liability company, and New TUI, now a Delaware corporation, are the parties to such agreement.

AGREEMENT

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

1. Definitions. Capitalized terms that are used in this Agreement, but that are not otherwise defined herein, have the meaning ascribed to them in the Plan of Divisional Merger, including the Schedules to the Plan of Divisional Merger.

2. Further Actions. If at any time Murray Boiler or New TUI determines or is advised that any assignment, assurance in law or other action is necessary or desirable to vest, of record or otherwise, in Murray Boiler or New TUI the title to any property of TUI (TX), Murray Boiler and New TUI will take such action as may be necessary or desirable to vest title to such property in

Murray Boiler or New TUI as provided in Section 5 of the Plan of Divisional Merger, and otherwise carry out the purposes of the Plan of Divisional Merger. If at any time Murray Boiler or New TUI determines or is advised that any action is necessary or desirable to confirm or acknowledge the obligations of Murray Boiler or New TUI with respect to the Liabilities of TUI (TX), Murray Boiler and New TUI will take such action as may be necessary or desirable to confirm or acknowledge such obligations as provided in Section 5 of the Plan of Divisional Merger, and otherwise to carry out the purposes of the Plan of Divisional Merger.

3. Indemnification. Murray Boiler will indemnify and hold harmless New TUI and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which New TUI or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof) relate in any way to (a) a claim in respect of any Murray Boiler Assets or Murray Boiler Liabilities or (b) reimbursement or other obligations of New TUI or any of its affiliates under or in respect of any appeal bonds or similar litigation-related surety Contracts that are or have been posted or entered into by New TUI or any of its affiliates in connection with Proceedings in respect of any Murray Boiler Liabilities. New TUI will indemnify and hold harmless Murray Boiler and each of its affiliates (each of which is an express third party beneficiary of the provisions of this Section 3) from and against all Losses (or Proceedings in respect thereof) to which Murray Boiler or any of its affiliates may become subject, insofar as such Losses (or Proceedings in respect thereof), relate in any way to a claim in respect of (i) any Liabilities under any Asbestos Related Contracts or Asbestos Related Insurance Assets that are not Asbestos Related Liabilities or (ii) any TUI Assets or TUI Liabilities.

4. Tax Matters. TUI (TX) was a C-corporation for U.S. federal income tax purposes, Murray Boiler is a disregarded entity for U.S. federal income tax purposes and New TUI is a C-corporation for U.S. federal income tax purposes. For U.S. federal income tax purposes, the Divisional Merger will be disregarded. The federal employer identification number ("EIN") assigned to TUI (TX) will be used by New TUI as its EIN. Murray Boiler will obtain a new EIN, if and when it is required by Law.

5. Accounting Matters. The property and Liabilities of TUI (TX) will be initially recorded on the books of Murray Boiler or New TUI as appropriate and consistent with Section 5 of the Plan of Divisional Merger, depending on which of them was allocated such property and Liabilities, at the amounts at which such items, respectively, were carried on the books of TUI (TX) immediately prior to the Effective Time, subject to such adjustments as may be appropriate in giving effect to the Divisional Merger.

6. Legal Matters. Murray Boiler and New TUI will, and will be deemed to, share a common interest with regard to Books and Records and other information (whether written or oral) to which any of the Privileges of TUI (TX), including the Murray Boiler Privileges, attach (the "Common Interest Information"). Murray Boiler and New TUI desire and intend that the exchange of Common Interest Information among Murray Boiler, New TUI and their respective affiliates will not, and will not be deemed to, waive any Privilege attaching to any Common Interest Information. Murray Boiler and New TUI will take such further actions as either of them determines are necessary or advisable to facilitate the exchange of the Common Interest Information without the waiver of any Privilege attaching to any Common Interest Information.

7. Insurance Matters. (a) To the extent an insurance policy allocated to New TUI pursuant to Section 5 of the Plan of Divisional Merger (a "TUI Policy") provides potential coverage for Murray Boiler Liabilities:

(i) New TUI will use commercially reasonable efforts to pursue, at Murray Boiler's cost, coverage under such TUI Policy for such Murray Boiler Liabilities through negotiation, mediation, arbitration and/or litigation if necessary, and Murray Boiler will fully cooperate in such efforts;

(ii) if New TUI receives payments under such TUI Policy that are specifically paid for Murray Boiler Liabilities, New TUI will promptly transmit such payments, net of any costs of recovery (such as legal expenses), to Murray Boiler or otherwise cause an equivalent amount to be paid to Murray Boiler;

(iii) if (x) New TUI receives payments under such TUI Policy that are both for Murray Boiler Liabilities and TUI Liabilities, (y) such payments are not specifically allocated by the insurer between Murray Boiler Liabilities and TUI Liabilities, and (z) such payments cannot be allocated with a reasonable degree of certainty by other means based on available information about the submitted claims and the payments, Murray Boiler and New TUI will use their respective commercially reasonable efforts to arrive at a fair and reasonable allocation of such payments between themselves considering the following information: (A) the dollar value of claims submitted to the insurer for such Murray Boiler Liabilities and TUI Liabilities, respectively, (B) any coverage position taken by the insurer regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively, (C) applicable Law regarding coverage for claims for such Murray Boiler Liabilities and TUI Liabilities, respectively and (D) the advice of any outside counsel involved in pursuing coverage for claims for such Murray Boiler Liabilities and TUI Liabilities; and

(iv) if New TUI pursues insurance coverage under such TUI Policy through negotiation, mediation, arbitration and/or litigation for Liabilities that are, in whole or in part, Murray Boiler Liabilities, New TUI will have the sole right to conduct and resolve any such negotiation, mediation, arbitration or litigation; *provided*, *however*, that Murray Boiler shall have the right (A) to be kept informed of such proceeding and (B) to approve any settlement of claims for any Murray Boiler Liabilities, such consent not to be unreasonably delayed or withheld.

(b) Except as provided in the Plan of Divisional Merger or in this Agreement, New TUI shall not take any action with respect to any Asbestos Related Insurance Asset.

8. Notices. Unless otherwise specified, all notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed given to Murray Boiler or New TUI, 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 Murray Boiler or New TUI, as applicable, may designate by notice to the other party):

if to Murray Boiler:	Murray Boiler LLC 800-E Beaty Street Davidson, North Carolina Attention: Amy Roeder, Chief Financial Officer and Treasurer Email: amy_roeder@tranetechnologies.com
if to New TUI:	Trane U.S. Inc. 800-E Beaty Street Davidson, North Carolina Attention: Richard E. Daudelin, Treasurer Email: richard_daudelin@tranetechnologies.com

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

10. Successors Bound. Except as otherwise provided in Section 3 above, this Agreement will benefit and bind only Murray Boiler and New TUI and their respective successors and permitted assigns.

11. Assignment. Neither Murray Boiler nor New TUI may assign or transfer this Agreement without the prior written consent of the other party.

12. Invalidity. The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity or enforceability of any other provision.

13. 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 Murray Boiler or New TUI.

14. 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 Texas (without regard to conflicts of laws provisions).

15. Entire Agreement. This Agreement constitutes the entire agreement between Murray Boiler and New TUI relating to the subject matter hereof and supersedes, in its entirety, the Original Agreement.

16. Amendment. This Agreement may only be amended or supplemented, in each case, by a writing executed by Murray Boiler and New TUI.

17. 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.

MURRAY BOILER LLC, a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

TRANE U.S. INC., a Delaware corporation

By: _____
Richard E. Daudelin
Treasurer

[Signature Page to Amended and Restated Divisional Merger Support Agreement]

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

MURRAY BOILER LLC, a North Carolina limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

TRANE U.S. INC., a Delaware corporation

By: _____
Richard E. Daudelin
Treasurer

[Signature Page to Amended and Restated Divisional Merger Support Agreement]

EXHIBIT 18

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Trane Technologies Company LLC
File Number: 803607488

Converting it to

Trane Technologies Company LLC
File Number: [Entity not of Record, Filing Number Not Available]

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 05/01/2020

Effective: 05/01/2020 11:00 am

Ruth R. Hughs
Secretary of State

CERTIFICATE OF CONVERSION
OF
TRANE TECHNOLOGIES COMPANY LLC,
A TEXAS LIMITED LIABILITY COMPANY,
TO
TRANE TECHNOLOGIES COMPANY LLC,
A DELAWARE LIMITED LIABILITY COMPANY
(TEXAS)

May 1, 2020

This CERTIFICATE OF CONVERSION (the "Certificate of Conversion") is being duly executed and filed by the undersigned to convert TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company (the "Converting Entity"), to TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company (the "Converted Entity"), pursuant to Chapter 4 and Sections 10.154 and 10.155 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

Converting Entity Information

1. The name of the Converting Entity immediately prior to the filing of this Certificate of Conversion is Trane Technologies Company LLC. The Converting Entity is a limited liability company formed under the laws of the State of Texas.

Converted Entity Information

2. The name of the Converted Entity into which the Converting Entity is to be converted is Trane Technologies Company LLC. The Converted Entity will be a limited liability company formed under the laws of the State of Delaware.

Plan of Conversion

3. In lieu of providing the plan of conversion approved by the sole member of the Converting Entity on the date hereof (the "Plan of Conversion"):

(a) A signed Plan of Conversion is on file at the principal place of business of the Converting Entity, and the address of the principal place of business of the Converting Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(b) A signed Plan of Conversion will be on file after the conversion of the Converting Entity to the Converted Entity (the "Conversion") at the principal place of business of the Converted Entity, and the address of the principal place of business of the Converted Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(c) A copy of the Plan of Conversion will be furnished upon written request without cost by the Converting Entity before the Conversion or by the Converted Entity after the Conversion to any owner or member of the Converting Entity or the Converted Entity.

Approval of Plan of Conversion

4. The Plan of Conversion has been approved as required by the laws of the State of Texas and the governing documents of the Converting Entity.

Effectiveness of Filing

5. This Certificate of Conversion and the Conversion will be effective as of 11:00 a.m., Central Time, on May 1, 2020.

Tax Certificate

6. In lieu of the Converting Entity providing a tax certificate from the Texas Comptroller of Public Accounts, the Converted Entity is liable for the payment of any franchise taxes of the Converting Entity required in the State of Texas.

[Signature Page Follows]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instruments. The undersigned certifies that the statements contained herein are true and correct, and that the undersigned is authorized under the provisions of the TBOC to execute this Certificate of Conversion. The undersigned has duly executed this Certificate of Conversion as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

[Signature Page to TX Certificate of Conversion of Trane Technologies Company LLC (TX-to-DE)]

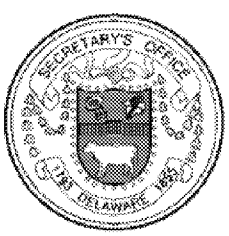
EXHIBIT 19

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A TEXAS LIMITED LIABILITY COMPANY UNDER THE NAME OF "TRANE TECHNOLOGIES COMPANY LLC" TO A DELAWARE LIMITED LIABILITY COMPANY, FILED IN THIS OFFICE ON THE FIRST DAY OF MAY, A.D. 2020, AT 8:03 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE FIRST DAY OF MAY, A.D. 2020 AT 12 O'CLOCK P.M.



7954127 8100F
SR# 20203335476

Authentication: 202859439
Date: 05-01-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:03 AM 05/01/2020
FILED 08:03 AM 05/01/2020
SR 20203335476 - File Number 7954127

CERTIFICATE OF CONVERSION

OF

TRANE TECHNOLOGIES COMPANY LLC,

A TEXAS LIMITED LIABILITY COMPANY,

TO

TRANE TECHNOLOGIES COMPANY LLC,

A DELAWARE LIMITED LIABILITY COMPANY

(DELAWARE)

May 1, 2020

This CERTIFICATE OF CONVERSION (the "Certificate of Conversion") is being duly executed and filed by the undersigned to convert TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company (the "Converting Entity"), to TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company (the "Converted Entity"), pursuant to Sections 18-204, 18-206 and 18-214 of the Delaware Limited Liability Company Act. The undersigned hereby certifies as follows:

1. The Converting Entity was first formed on April 30, 2020 under the laws of the State of Texas, and its jurisdiction of formation has not changed.

2. Immediately prior to the filing of this Certificate of Conversion, the name of the Converting Entity is Trane Technologies Company LLC and the Converting Entity is a limited liability company.

3. The certificate of formation of the Converted Entity (the "Certificate of Formation") is being filed with the Secretary of State of the State of Delaware simultaneously with the filing of this Certificate of Conversion and provides for the same effective time as this Certificate of Conversion. The name of the Converted Entity set forth in the Certificate of Formation is Trane Technologies Company LLC.

4. This Certificate of Conversion and the Conversion of the Converting Entity to the Converted Entity (the "Conversion") will be effective as of 12:00 p.m., Eastern Time, on May 1, 2020.

5. The Conversion has been approved in the manner provided for by the Texas Business Organizations Code and the governing documents of the Converting Entity and a limited liability company agreement for the Converted Entity has been approved in the same manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of the date first written above.

TRANE TECHNOLOGIES COMPANY LLC, a Texas limited liability company

By: _____
Evan M. Turtz
Senior Vice President, General Counsel and Secretary

EXHIBIT 20

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Trane U.S. Inc.
File Number: 803607515

Converting it to

Trane U.S. Inc.
File Number: [Entity not of Record, Filing Number Not Available]

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 05/01/2020

Effective: 05/01/2020 11:00 am

Ruth R. Hughs
Secretary of State

CERTIFICATE OF CONVERSION
OF
TRANE U.S. INC.,
A TEXAS CORPORATION,
TO
TRANE U.S. INC.,
A DELAWARE CORPORATION
(TEXAS)

FILED
In the Office of the
Secretary of State of Texas
MAY 01 2020
Corporations Section

May 1, 2020

This CERTIFICATE OF CONVERSION (the "Certificate of Conversion") is being duly executed and filed by the undersigned to convert TRANE U.S. INC., a Texas corporation (the "Converting Entity"), to TRANE U.S. INC., a Delaware corporation (the "Converted Entity"), pursuant to Chapter 4 and Sections 10.154 and 10.155 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

Converting Entity Information

1. The name of the Converting Entity immediately prior to the filing of this Certificate of Conversion is Trane U.S. Inc.. The Converting Entity is a corporation formed under the laws of the State of Texas.

Converted Entity Information

2. The name of the Converted Entity into which the Converting Entity is to be converted is Trane U.S. Inc.. The Converted Entity will be a corporation formed under the laws of the State of Delaware.

Plan of Conversion

3. In lieu of providing the plan of conversion approved by the sole shareholder of the Converting Entity on the date hereof (the "Plan of Conversion"):

(a) A signed Plan of Conversion is on file at the principal place of business of the Converting Entity, and the address of the principal place of business of the Converting Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(b) A signed Plan of Conversion will be on file after the conversion of the Converting Entity to the Converted Entity (the "Conversion") at the principal place of business of the Converted Entity, and the address of the principal place of business of the Converted Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(c) A copy of the Plan of Conversion will be furnished upon written request without cost by the Converting Entity before the Conversion or by the Converted Entity after the Conversion to any shareholder of the Converting Entity or the Converted Entity.

Approval of Plan of Conversion

4. The Plan of Conversion has been approved as required by the laws of the State of Texas and the governing documents of the Converting Entity.

Effectiveness of Filing

5. This Certificate of Conversion and the Conversion will be effective as of 11:00 a.m., Central Time, on May 1, 2020.

Tax Certificate

6. In lieu of the Converting Entity providing a tax certificate from the Texas Comptroller of Public Accounts, the Converted Entity is liable for the payment of any franchise taxes of the Converting Entity required in the State of Texas.

[Signature Page Follows]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instruments. The undersigned certifies that the statements contained herein are true and correct, and that the undersigned is authorized under the provisions of the TBOC to execute this Certificate of Conversion. The undersigned has duly executed this Certificate of Conversion as of the date first written above.

TRANE U.S. INC., a Texas corporation

By: _____
Evan M. Turtz
Vice President and Secretary

[Signature Page to TX Certificate of Conversion of Trane U.S. Inc. (TX-to-DE)]

EXHIBIT 21

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A TEXAS CORPORATION UNDER THE NAME OF "TRANE U.S. INC." TO A DELAWARE CORPORATION, FILED IN THIS OFFICE ON THE FIRST DAY OF MAY, A.D. 2020, AT 8:01 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE FIRST DAY OF MAY, A.D. 2020 AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

7954095 8100F
SR# 20203335449

Authentication: 202859338
Date: 05-01-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

In re Aldrich Pump LLC
COMMITTEE EXHIBIT
ACC-291
exhibitsticker.com

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:01 AM 05/01/2020
FILED 08:01 AM 05/01/2020
SR 20203335449 - File Number 7954095

CERTIFICATE OF CONVERSION

OF

TRANE U.S. INC.,

A TEXAS CORPORATION,

TO

TRANE U.S. INC.,

A DELAWARE CORPORATION

(DELAWARE)

May 1, 2020

This CERTIFICATE OF CONVERSION (the "Certificate of Conversion") is being duly executed and filed by the undersigned to convert TRANE U.S. INC., a Texas corporation (the "Converting Entity"), to TRANE U.S. INC., a Delaware corporation (the "Converted Entity"), pursuant to Sections 103 and 265 of the Delaware General Corporation Law. The undersigned hereby certifies as follows:

1. The Converting Entity was first formed on May 1, 2020 under the laws of the State of Texas, and its jurisdiction of formation has not changed.

2. Immediately prior to the filing of this Certificate of Conversion, the name of the Converting Entity is Trane U.S. Inc. and the Converting Entity is a corporation.

3. The certificate of incorporation of the Converted Entity (the "Certificate of Incorporation") is being filed with the Secretary of State of the State of Delaware simultaneously with the filing of this Certificate of Conversion and provides for the same effective time as this Certificate of Conversion. The name of the Converted Entity set forth in the Certificate of Incorporation is Trane U.S. Inc.

4. This Certificate of Conversion and the Conversion of the Converting Entity to the Converted Entity (the "Conversion") will be effective as of 12:00 p.m., Eastern Time, on May 1, 2020.

5. The Conversion has been approved in the manner provided for by the Texas Business Organizations Code and the governing documents of the Converting Entity and the bylaws for the Converted Entity have been approved in the same manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of the date first written above.

TRANE U.S. INC., a Texas corporation

By: _____
Evan M. Turtz
Vice President and Secretary

[Signature Page to DE Certificate of Conversion of Trane U.S. Inc. (TX-to-DE)]

EXHIBIT 22

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Aldrich Pump LLC
File Number: 803607487

Converting it to

Aldrich Pump LLC
File Number: [Entity not of Record, Filing Number Not Available]

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 05/01/2020

Effective: 05/01/2020 11:00 am

Ruth R. Hughs
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
MAY 01 2020
Corporations Section

CERTIFICATE OF CONVERSION
OF
ALDRICH PUMP LLC,
A TEXAS LIMITED LIABILITY COMPANY,
TO
ALDRICH PUMP LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY

(TEXAS)

May 1, 2020

This CERTIFICATE OF CONVERSION (the "Certificate of Conversion") is being duly executed and filed by the undersigned to convert ALDRICH PUMP LLC, a Texas limited liability company (the "Converting Entity"), to ALDRICH PUMP LLC, a North Carolina limited liability company (the "Converted Entity"), pursuant to Chapter 4 and Sections 10.154 and 10.155 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

Converting Entity Information

1. The name of the Converting Entity immediately prior to the filing of this Certificate of Conversion is Aldrich Pump LLC. The Converting Entity is a limited liability company formed under the laws of the State of Texas.

Converted Entity Information

2. The name of the Converted Entity into which the Converting Entity is to be converted is Aldrich Pump LLC. The Converted Entity will be a limited liability company formed under the laws of the State of North Carolina.

Plan of Conversion

3. In lieu of providing the plan of conversion approved by the sole member of the Converting Entity on the date hereof (the "Plan of Conversion"):

(a) A signed Plan of Conversion is on file at the principal place of business of the Converting Entity, and the address of the principal place of business of the Converting Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(b) A signed Plan of Conversion will be on file after the conversion of the Converting Entity to the Converted Entity (the "Conversion") at the principal place of business of the Converted Entity, and the address of the principal place of business of the Converted Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(c) A copy of the Plan of Conversion will be furnished upon written request without cost by the Converting Entity before the Conversion or by the Converted Entity after the Conversion to any owner or member of the Converting Entity or the Converted Entity.

Approval of Plan of Conversion

4. The Plan of Conversion has been approved as required by the laws of the State of Texas and the governing documents of the Converting Entity.

Effectiveness of Filing

5. This Certificate of Conversion and the Conversion will be effective as of 11:00 a.m., Central Time, on May 1, 2020.

Tax Certificate

6. In lieu of the Converting Entity providing a tax certificate from the Texas Comptroller of Public Accounts, the Converted Entity is liable for the payment of any franchise taxes of the Converting Entity required in the State of Texas.

[Signature Page Follows]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instruments. The undersigned certifies that the statements contained herein are true and correct, and that the undersigned is authorized under the provisions of the TBOC to execute this Certificate of Conversion. The undersigned has duly executed this Certificate of Conversion as of the date first written above.

ALDRICH PUMP LLC, a Texas limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

[Signature Page to Texas Certificate of Conversion of Aldrich Pump LLC (TX-to-NC)]

EXHIBIT 23

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Murray Boiler LLC
File Number: 803607514

Converting it to

Murray Boiler LLC
File Number: [Entity not of Record, Filing Number Not Available]

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 05/01/2020

Effective: 05/01/2020 11:00 am

Ruth R. Hughs
Secretary of State

CERTIFICATE OF CONVERSION
OF
MURRAY BOILER LLC,
A TEXAS LIMITED LIABILITY COMPANY,
TO
MURRAY BOILER LLC,
A NORTH CAROLINA LIMITED LIABILITY COMPANY

(TEXAS)

May 1, 2020

This CERTIFICATE OF CONVERSION (the "Certificate of Conversion") is being duly executed and filed by the undersigned to convert MURRAY BOILER LLC, a Texas limited liability company (the "Converting Entity"), to MURRAY BOILER LLC, a North Carolina limited liability company (the "Converted Entity"), pursuant to Chapter 4 and Sections 10.154 and 10.155 of the Texas Business Organizations Code (the "TBOC"). The undersigned hereby certifies as follows:

Converting Entity Information

1. The name of the Converting Entity immediately prior to the filing of this Certificate of Conversion is Murray Boiler LLC. The Converting Entity is a limited liability company formed under the laws of the State of Texas.

Converted Entity Information

2. The name of the Converted Entity into which the Converting Entity is to be converted is Murray Boiler LLC. The Converted Entity will be a limited liability company formed under the laws of the State of North Carolina.

Plan of Conversion

3. In lieu of providing the plan of conversion approved by the sole member of the Converting Entity on the date hereof (the "Plan of Conversion"):

(a) A signed Plan of Conversion is on file at the principal place of business of the Converting Entity, and the address of the principal place of business of the Converting Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(b) A signed Plan of Conversion will be on file after the conversion of the Converting Entity to the Converted Entity (the "Conversion") at the principal place of business of the Converted Entity, and the address of the principal place of business of the Converted Entity is 800-E Beaty Street, Davidson, North Carolina 28036.

(c) A copy of the Plan of Conversion will be furnished upon written request without cost by the Converting Entity before the Conversion or by the Converted Entity after the Conversion to any owner or member of the Converting Entity or the Converted Entity.

Approval of Plan of Conversion

4. The Plan of Conversion has been approved as required by the laws of the State of Texas and the governing documents of the Converting Entity.

Effectiveness of Filing

5. This Certificate of Conversion and the Conversion will be effective as of 11:00 a.m., Central Time, on May 1, 2020.

Tax Certificate

6. In lieu of the Converting Entity providing a tax certificate from the Texas Comptroller of Public Accounts, the Converted Entity is liable for the payment of any franchise taxes of the Converting Entity required in the State of Texas.

[Signature Page Follows]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instruments. The undersigned certifies that the statements contained herein are true and correct, and that the undersigned is authorized under the provisions of the TBOC to execute this Certificate of Conversion. The undersigned has duly executed this Certificate of Conversion as of the date first written above.

MURRAY BOILER LLC, a Texas limited liability company

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

[Signature Page to TX Certificate of Conversion of Murray Boiler LLC (TX-to-NC)]

EXHIBIT 24

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

MURRAY BOILER LLC

the original of which was filed in this office on the 1st day of May, 2020.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 1st day of May, 2020.

Elaine F. Marshall

Secretary of State

Certification# C202012200384-1 Reference# C202012200384-1 Page: 1 of 4
Verify this certificate online at http://www.sosnc.gov/verification

State of North Carolina
Department of the Secretary of State

SOSID: 1979204
Date Filed: 5/1/2020 2:31:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2020 122 00384

ARTICLES OF ORGANIZATION
INCLUDING ARTICLES OF CONVERSION

Pursuant to §§ 57D-2-21, 57D-9-20 and 57D-9-22 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company pursuant to the conversion of another eligible entity.

1. The name of the limited liability company is: Murray Boiler LLC.
The limited liability company is being formed pursuant to a conversion of another business entity.
(See Item 1 of the Instructions for appropriate entity designation)

2. The name of the converting business entity is: Murray Boiler LLC
and the organization and internal affairs of the converting business entity are governed by the laws of the state or country of Texas.

A plan of conversion has been approved by the converting business entity as required by law.

3. The converting business entity is a (*check one*): ☐ domestic corporation; ☐ foreign corporation;
☒ foreign limited liability company; ☐ domestic limited partnership;
☐ foreign limited partnership; ☐ domestic registered limited liability partnership;
☐ foreign limited liability partnership; ☐ professional corporation; or ☐ other partnership as defined in G.S. 59-36, whether or not formed under the laws of North Carolina.

4. The mailing address of the converting entity prior to the conversion is:

Number and Street: 800-E Beaty Street

City: Davidson State: NC Zip Code: 28036 County: Mecklenburg

If different, the mailing address of the resulting business entity is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

5. The name and address of each person executing these articles of organization is as follows: *(State whether each person is executing these articles of organization in the capacity of a member, organizer or both.)* **Note: This document must be signed by all persons listed.**

The name of the sole person executing these Articles of Organization is Murray Boiler Holdings LLC.

The address of such person is 251 Little Falls Drive, Wilmington, Delaware 19808. Such person is signing as a member.

6. The name of the initial registered agent is: Corporation Service Company

7. The street address and county of the initial registered office of the limited liability company is:

Number and Street: 2626 Glenwood Avenue, Suite 550

City: Raleigh State: NC Zip Code: 27608 County: Wake

8. The North Carolina mailing address, ***if different from the street address,*** of the initial registered office is:

Number and Street: _____

City: _____ State: NC Zip Code: _____ County: _____

9. Principal Office Information: *Select either a or b.*

a. ☑ The limited liability company has a principal office.

The principal office telephone number: 704-655-4000

The street address and county of the principal office of the limited liability company is:

Number and Street: 800-E Beaty Street

City: Davidson State: NC Zip Code: 28036 County: Mecklenburg

The mailing address, ***if different from the street address***, of the principal office of the limited liability company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☐ The limited liability company does not have a principal office.

10. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

11. (Optional): Please provide a business e-mail address: _____.
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future date is specified: _____.

This is the 1st day of May, 20 20.

Murray Boiler Holdings LLC — *Member*

(Optional: Business Entity Name)

Signature

Evan M. Turtz, President and Secretary

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #5 above.

(Optional: Business Entity Name)	*(Optional: Business Entity Name)*
Signature	*Signature*
Type or Print Name and Title	*Type or Print Name and Title*
(Optional: Business Entity Name)	*(Optional: Business Entity Name)*
Signature	*Signature*
Type or Print Name and Title	*Type or Print Name and Title*

NOTES:

1. **Filing fee is $125. This document must be filed with the Secretary of State.**

EXHIBIT 25

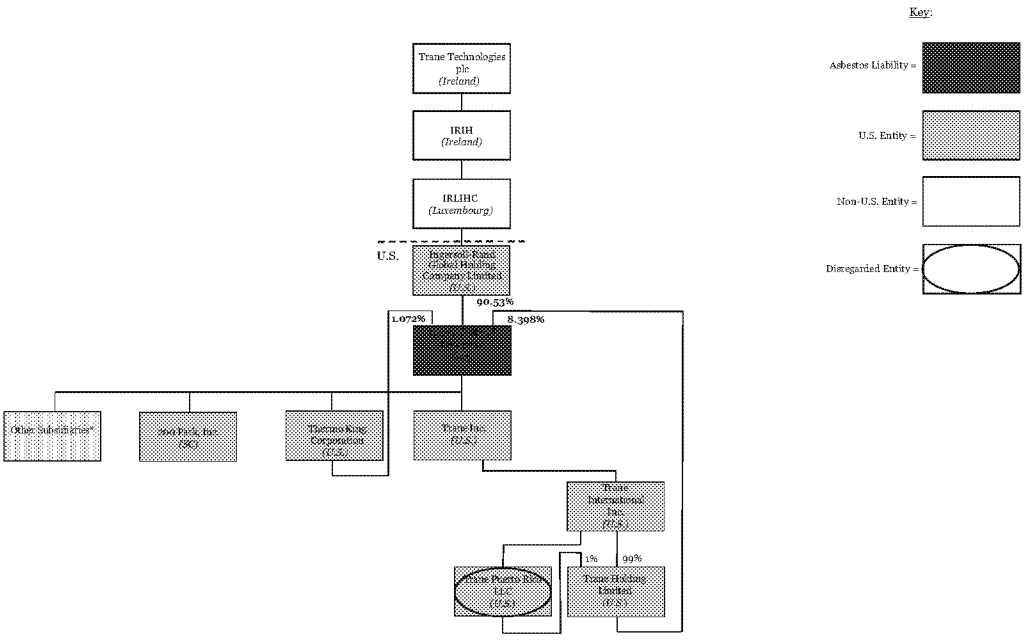
CONFIDENTIAL

Project Omega

Steps to Effect
Restructuring of Ingersoll-Rand Company

Relevant Beginning Structure – Post-Project Garden Closing

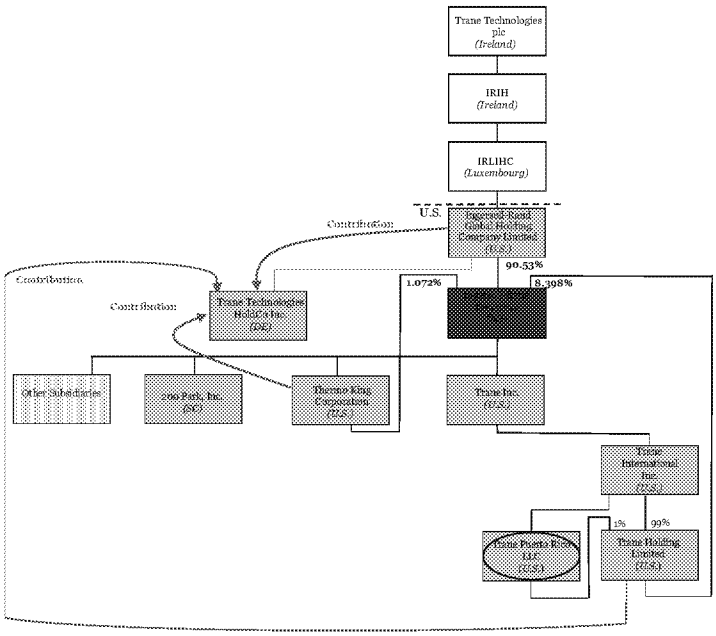
CONFIDENTIAL



*Includes various foreign and domestic entities

2

CONFIDENTIAL



Step 1A – Form New Delaware C Corporation as New Direct Shareholder of IRNJ

Thursday, April 30 *(approximately 8:00 a.m. Eastern Time/7:00 a.m. Central Time)*

Ingersoll-Rand Global Holding Company Limited ("IRGH") forms a new Delaware corporation having the name "Trane Technologies HoldCo Inc." that is treated as a C corporation for U.S. federal income tax purposes ("TTH").

Step 1B – Contribute Ownership Interest in IRNJ to TTH

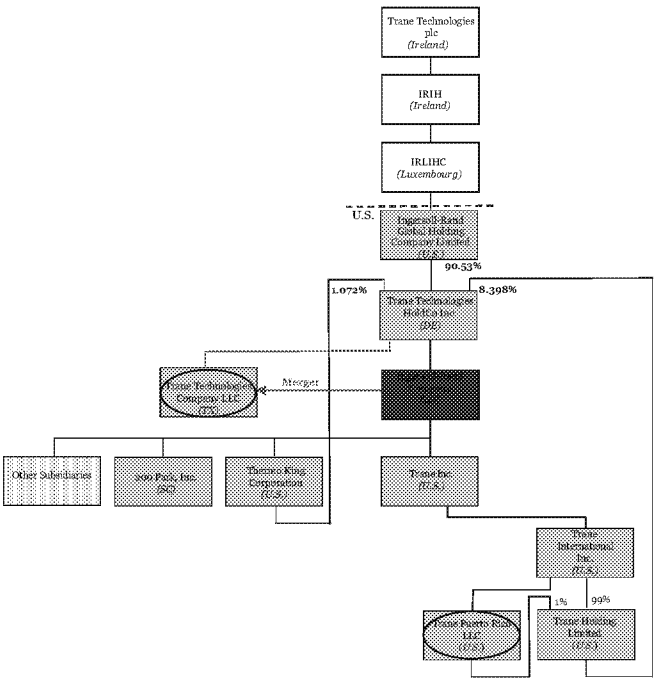
Friday, May 1 *(approximately 9:00 a.m. Eastern Time/8:00 a.m. Central Time)*

IRGH contributes its 90.53% ownership interest in Ingersoll-Rand Company, a New Jersey corporation ("IRNJ"), to TTH in exchange for a corresponding ownership interest in TTH.

Trane Holding Limited, a Delaware corporation, contributes its 8.398% ownership interest in IRNJ to TTH in exchange for a corresponding ownership interest in TTH.

Thermo King Corporation, a Delaware corporation ("TKC"), contributes its 1.072% ownership interest in IRNJ to TTH in exchange for a corresponding ownership interest in TTH.

3



Step 2A – Form New Texas Limited Liability Company as Merger Sub

Thursday, April 30 *(approximately 9:00 a.m. Eastern Time/8:00 a.m. Central Time)*

TTH forms a new Texas limited liability company having the name "Trane Technologies Company LLC" that is treated as a disregarded entity for U.S. federal income tax purposes ("TTC (TX)").

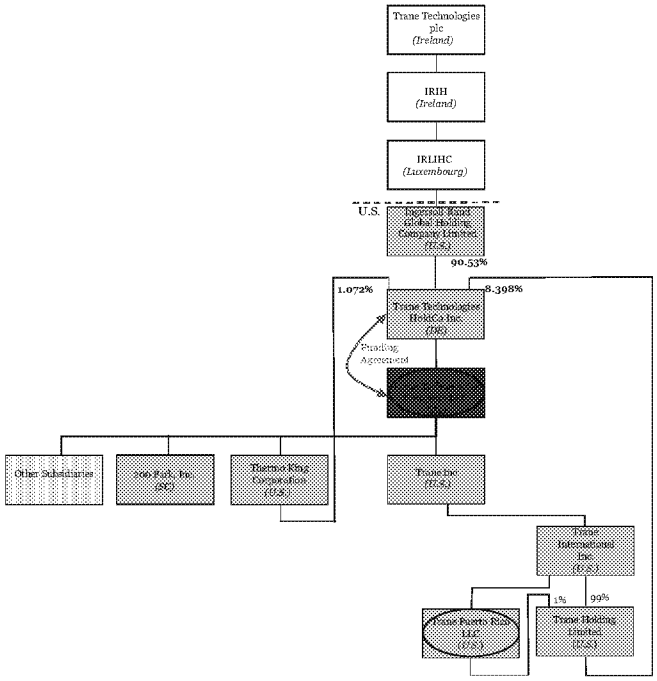
Step 2B – Merge IRNJ from New Jersey to Texas

Friday, May 1 *(effective 10:00 a.m. Eastern Time/9:00 a.m. Central Time)*

IRNJ merges with and into TTC (TX) by means of a statutory merger, with TTC (TX) surviving the merger, and simultaneously TTC (TX) registers as a foreign entity in New Jersey for tax and employer purposes using Form NJ-REG.

4

CONFIDENTIAL

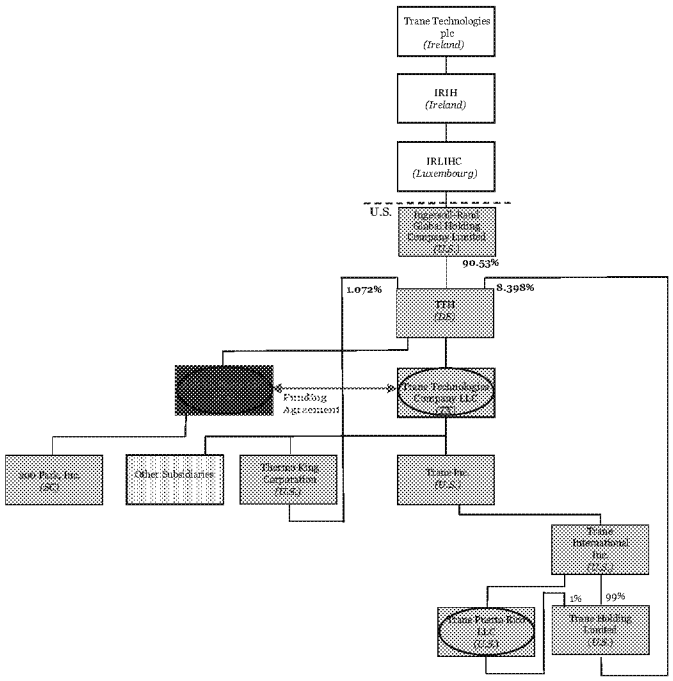


Step 3 – Execute Funding Agreement

Friday, May 1 *(approximately 10:30 a.m. Eastern Time/9:30 a.m. Central Time)*

TTH and TTC (TX) enter into a funding agreement, with TTH as payor and TTC (TX) as payee.

5



Step 4 – Effect Divisional Merger

Friday, May 1 *(effective 11:00 a.m. Eastern Time/10:00 a.m. Central Time)*

TTC (TX) effects a statutory divisional merger under Texas law, pursuant to which (a) it ceases to exist, (b) two new entities are formed, with one having the name "Aldrich Pump LLC" ("Aldrich Pump (TX)") and the other having the name "Trane Technologies Company LLC" ("New TTC (TX)") and with each being a Texas limited liability company that is treated as a disregarded entity for U.S. federal income tax purposes, and (c) the assets and liabilities of TTC (TX) are allocated as follows:

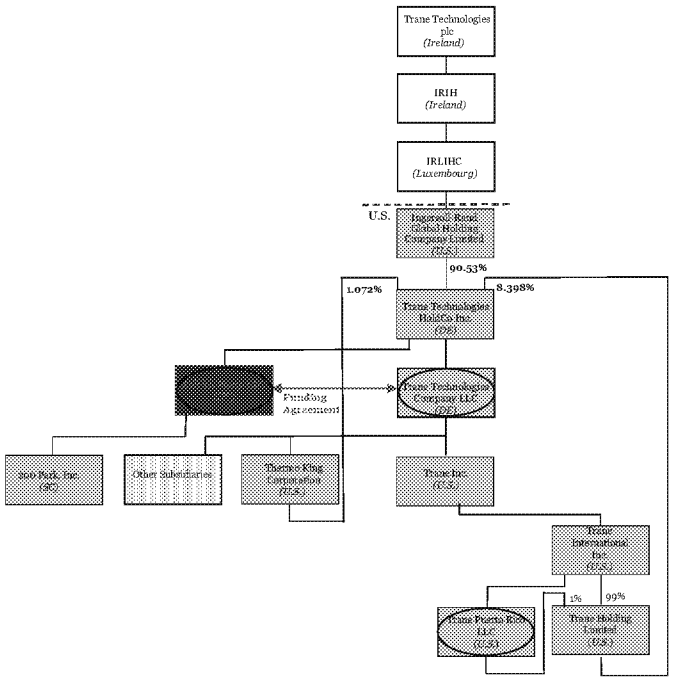
i. (A) historical asbestos liabilities and related contracts/other rights, (B) 100% of the ownership interest in 200 Park, Inc., (C) a bank account and cash on deposit therein, and (D) rights as payee under the funding agreement are allocated to Aldrich Pump (TX); and

ii. all remaining assets and liabilities (including shares in Trane Inc., TKC and other subsidiaries) are allocated to New TTC (TX).

TTH delegates to New TTC (TX) and New TTC (TX) assumes from TTH, TTH's obligations as payor under the funding agreement, and TTH is released from its obligations thereunder.

6

CONFIDENTIAL



Step 5 – Move Aldrich Pump (TX) from Texas to North Carolina and New TTC (TX) from Texas to Delaware

Friday, May 1 *(effective 12:00 p.m. Eastern Time/11:00 a.m. Central Time)*

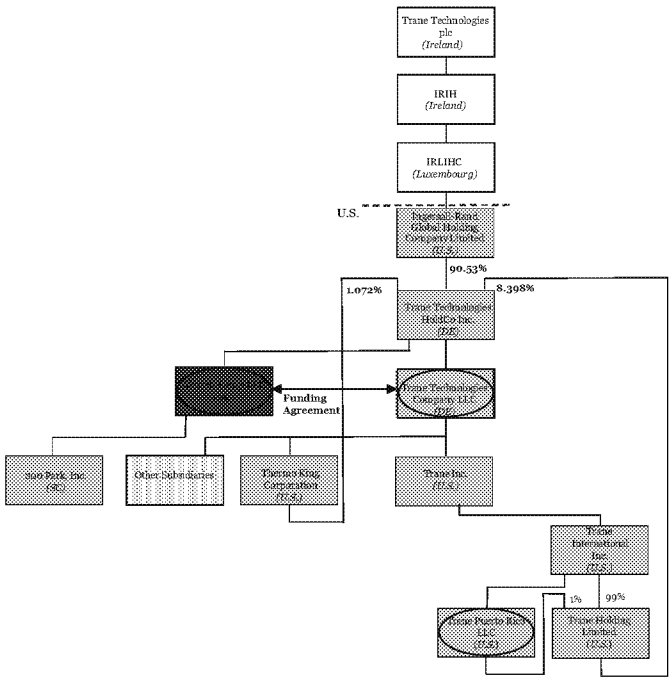
Aldrich Pump (TX) converts into North Carolina limited liability company having the name "Aldrich Pump LLC" ("Aldrich Pump") by means of a statutory conversion, and New TTC (TX) converts into a Delaware limited liability company having the name "Trane Technologies Company LLC" ("New TTC") by means of a statutory conversion.

Note: After Step 5, New TTC registers as a foreign entity in various states as required, and IRNJ's foreign registrations and TTC (TX)'s foreign registration in New Jersey are withdrawn.

7

Relevant Ending Structure – Post-Project Omega Restructuring of IRNJ

CONFIDENTIAL



8

EXHIBIT 26

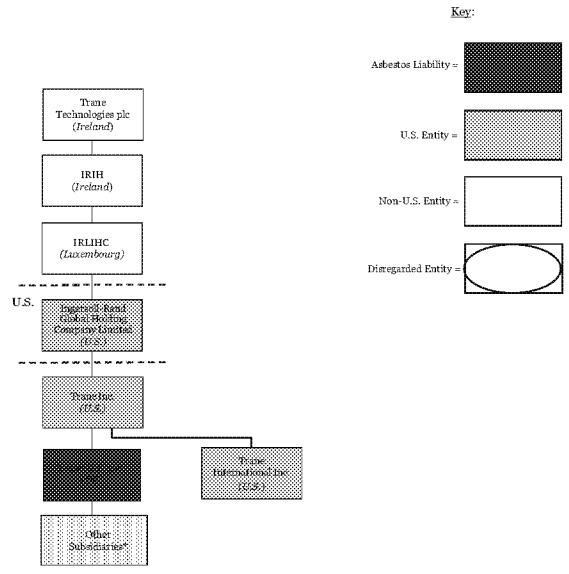
CONFIDENTIAL

Project Omega

Steps to Effect
Restructuring of Trane U.S. Inc.

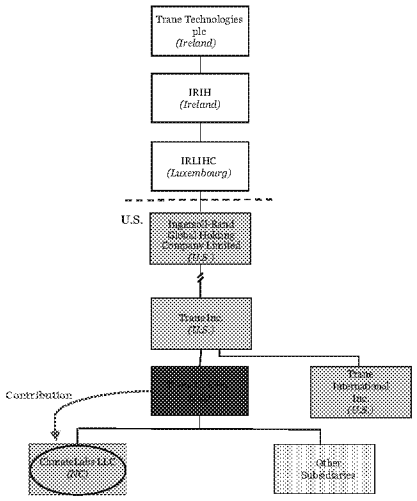
Relevant Beginning Structure

CONFIDENTIAL



*Includes various foreign and domestic entities

2

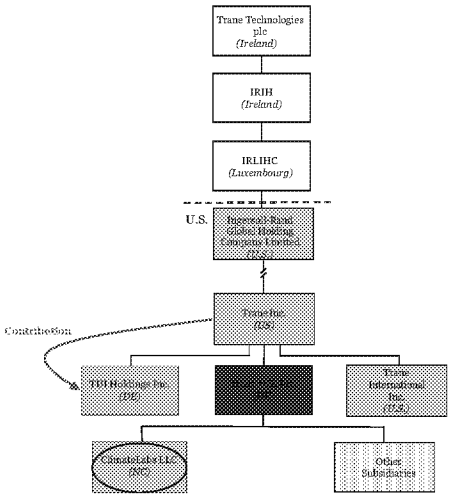


Step 1 – Form New North Carolina Limited Liability Company as Operating Company

Thursday, April 30 *(approximately 8:00 a.m. Eastern Time/7:00 a.m. Central Time)*

Trane U.S. Inc. ("TUI") forms a new North Carolina limited liability company having the name "ClimateLabs LLC" that is disregarded for U.S. federal income tax purposes ("ClimateLabs LLC").

TUI contributes to ClimateLabs LLC (i) a bank account and cash in deposit therein and (ii) certain operating assets and liabilities. *NOTE: This operating business is to be created from assets and liabilities of Trane U.S. Inc. comprising the Trane "chem lab."*

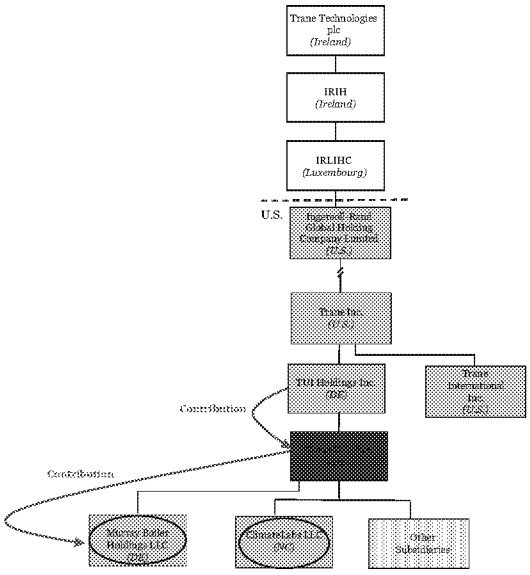


Step 2 – Form New Delaware C Corporation as New Direct Stockholder of TUI

Thursday, April 30 *(approximately 8:00 a.m. Eastern Time/7:00 a.m. Central Time)*

Trane Inc. forms a new Delaware corporation having the name "TUI Holdings Inc." that is treated as a C corporation for U.S. federal income tax purposes ("THI")

Trane Inc. makes a capital contribution of its 100% interest in TUI to THI.

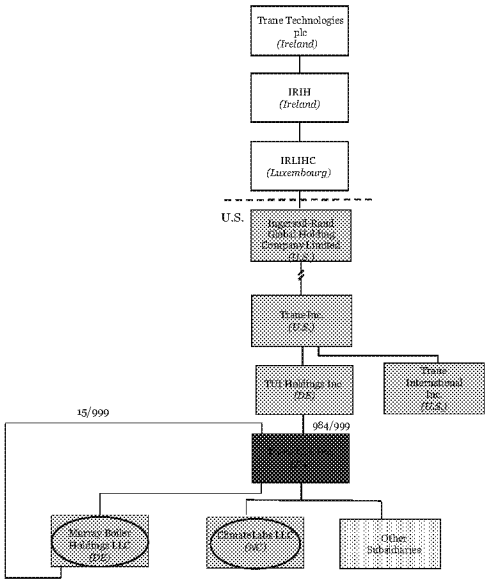


Step 3 – Form New Delaware Limited Liability Company as Subsidiary Holding Company

Thursday, April 30 *(approximately 8:00 a.m. Eastern Time/7:00 a.m. Central Time)*

TUI forms a new Delaware limited liability company having the name "Murray Boiler Holdings LLC" that is disregarded for U.S. federal income tax purposes ("MB Holdings").

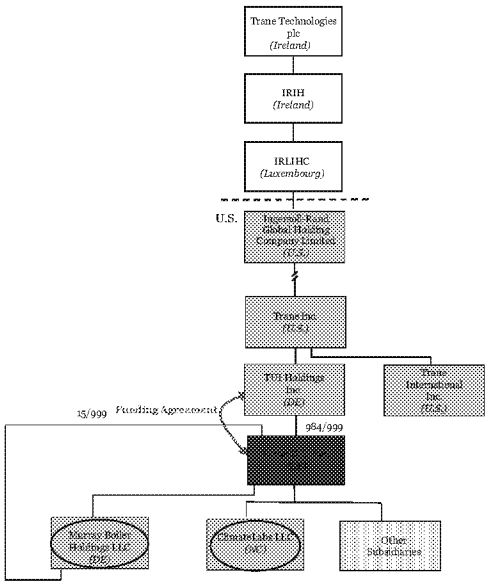
THI contributes 15 shares of TUI to TUI, with such share to be held in treasury, and TUI then contributes those 15 shares of TUI from treasury to MB Holdings.



Step 4 – Move TUI from Delaware to Texas

Friday, May 1 *(effective 10:00 a.m. Eastern Time/9:00 a.m. Central Time)*

TUI converts from a Delaware corporation into a Texas corporation having the name "Trane U.S. Inc." by means of a statutory conversion ("TUI (TX)").

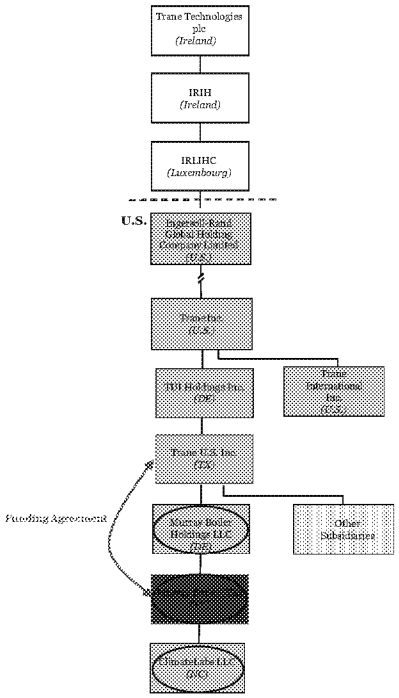


Step 5 – Execute Funding Agreement

Friday, May 1 *(approximately 10:30 a.m. Eastern Time/9:30 a.m. Central Time)*

THI and TUI (TX) enter into funding agreement.

7



Step 6 – Effect Divisional Merger

Friday, May 1 *(effective 11:00 a.m. Eastern Time/10:00 a.m. Central Time)*

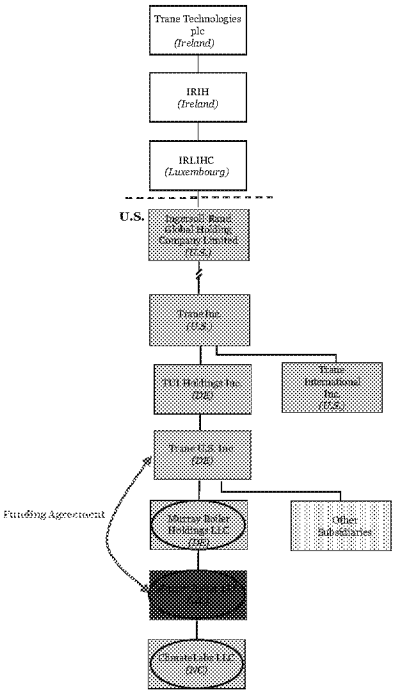
TUI (TX) undertakes a divisional merger as a result of which (a) it ceases to exist, (b) two new entities are formed – a Texas limited liability company having the name "Murray Boiler LLC" that is disregarded for U.S. federal income tax purposes ("Murray Boiler (TX)") and a Texas corporation having the name "Trane U.S. Inc." that is treated as a C corporation for U.S. federal income tax purposes ("New TUI (TX)"), and (c) the assets and liabilities of TUI (TX) are allocated as follows:

i. (a) historical asbestos liabilities and related contracts/other rights, (b) equity interests of ClimateLabs LLC, (c) a bank account and cash on deposit therein, and (d) rights as payee under the funding agreement are allocated to Murray Boiler (TX); and

ii. all remaining assets and liabilities (including the equity interests of its other subsidiaries) are allocated to New TUI (TX).

In the divisional merger, the 15 shares of TUI (TX) held by MB Holdings are converted into 100% of the ownership interests of Murray Boiler (TX) and the 984 shares of TUI (TX) held by THI are converted into shares of New TUI (TX).

THI delegates to New TUI (TX) and New TUI (TX) assumes from THI, THI's obligations as payor under the funding agreement, and THI is released from its obligations thereunder.



Step 7 – Move Murray Boiler (TX) from Texas to North Carolina and New TUI (TX) from Texas to Delaware

Friday, May 1 *(effective 12:00 p.m. Eastern Time/11:00 a.m. Central Time)*

Murray Boiler (TX) converts from a Texas limited liability company into a North Carolina limited liability company having the name "Murray Boiler LLC" by means of a statutory conversion ("Murray Boiler").

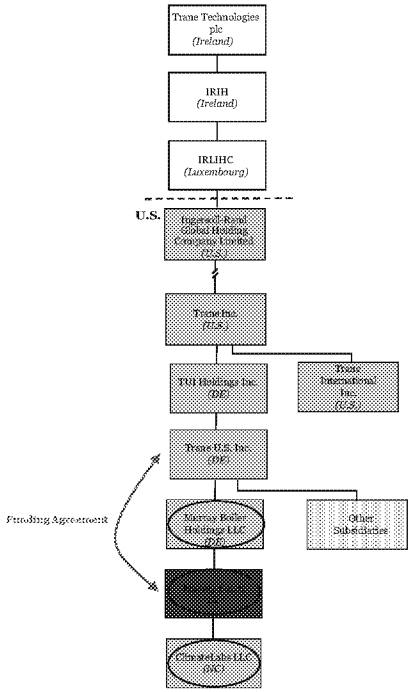
New TUI (TX) converts from a Texas corporation into a Delaware corporation having the name "Trane U.S. Inc." by means of a statutory conversion ("New TUI").

NAI – 1510588799v7

9

Relevant Ending Structure – Post-Project Omega Restructuring of Trane U.S.

CONFIDENTIAL

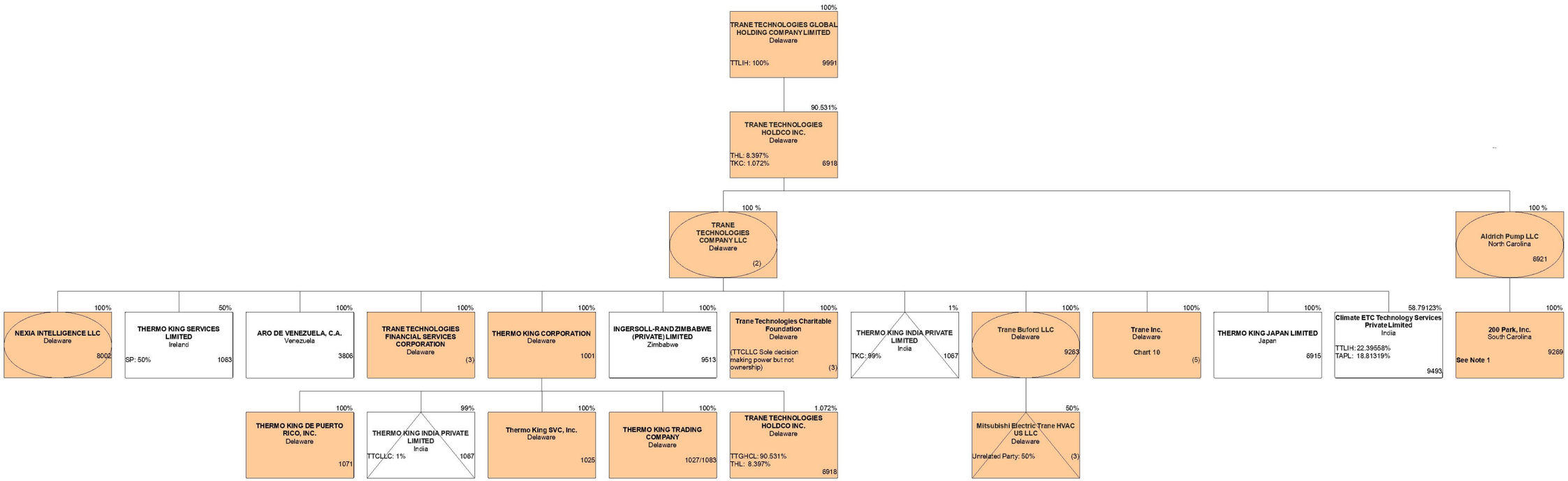


10

EXHIBIT 27

Redacted in its entirety

EXHIBIT 28



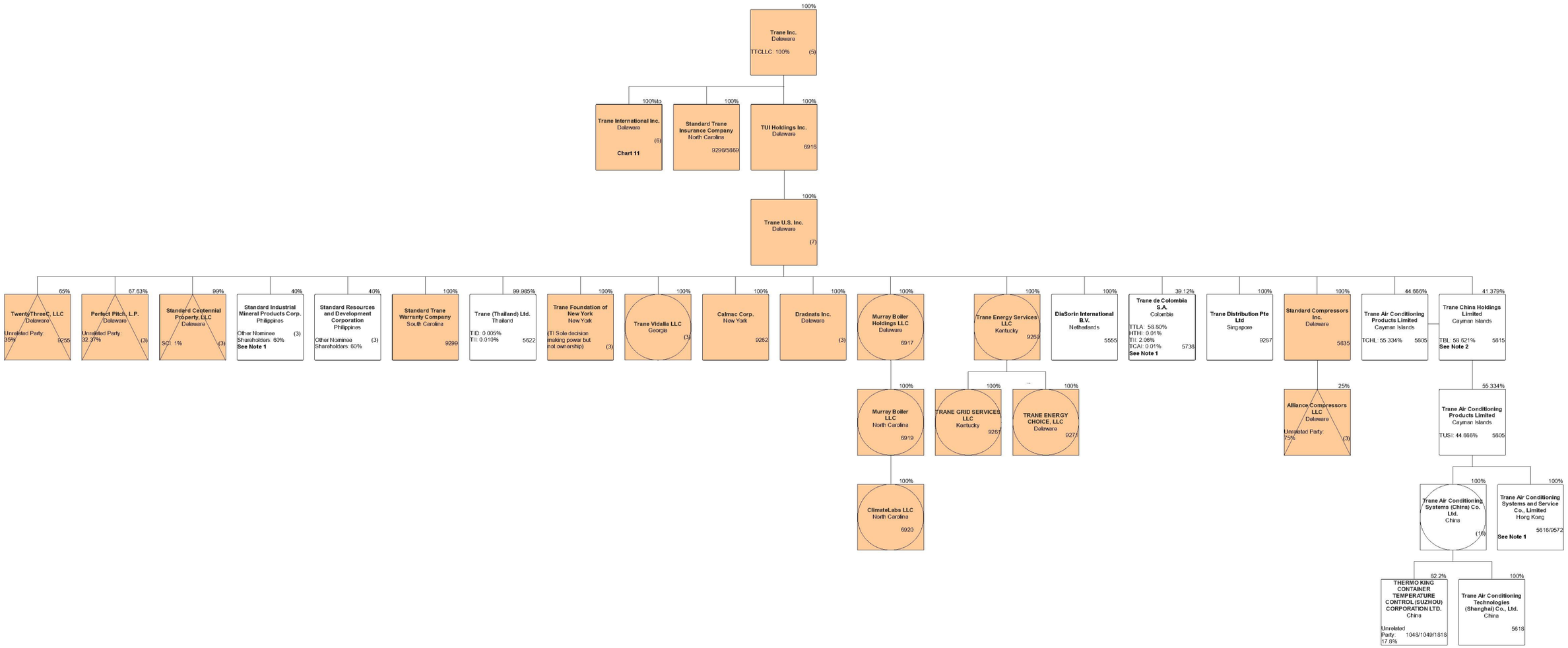
KEY - U.S. TAX CHARACTERIZATION

- U.S. Corporation
- Non-U.S. Corporation
- Disregarded Entity
- Corporation
- Partnership

Additional HFM Numbers
(2) 2131/2132/2133/3256/9101/9106/3997/3913/0909
(3) Entity has no HFM code
(5) 9288/many others (Please contact Financial Reporting if more information is needed)

Information as of 12/31/2020 (end of day) (Rev. 2/8/2021).

Note 1 - This entity has different classes of shares outstanding. See Appendix A.



KEY - U.S. TAX CHARACTERIZATION

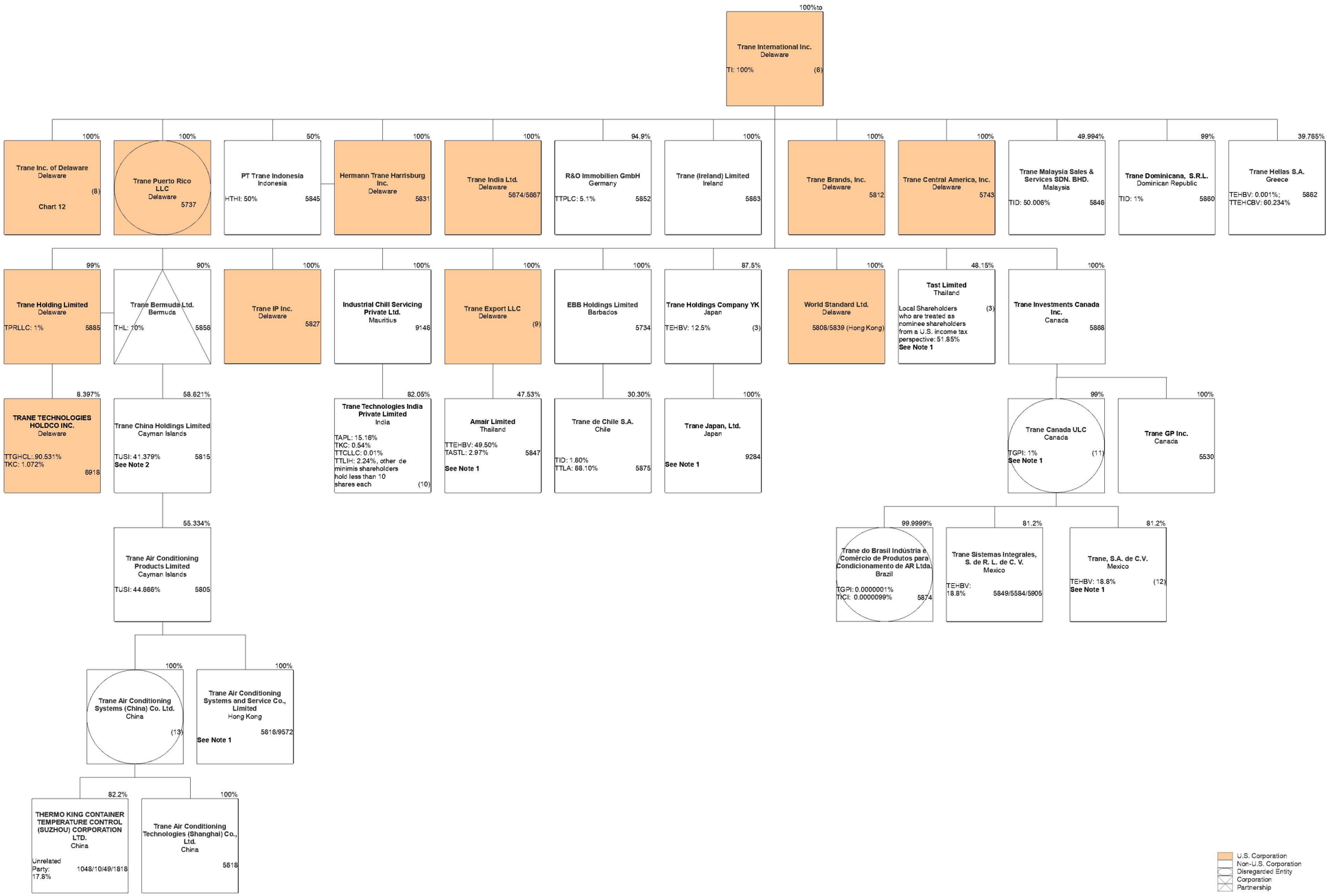
- U.S. Corporation
- Non-U.S. Corporation
- Disregarded Entity
- Corporation
- Partnership

Additional HFM Numbers
(3) Entity has no HFM code
(5) 9298/many others (Please contact Financial Reporting if more information is needed)
(6) 5811/5626/5670/5685/5534/5535/5541/5544/5561/5563/5569/5602/5624/5666/5709/5735/5792/5797/5829/5511
(7) 5525/5522/5559/9295/5524/5523/5550/5590/5543/5782/5774/5781/9258/5578/5591/5758/5499/5513/5557/5551/5797/9254/5789/5907/5595/5753/5750/5759/5778/5780/5775/5592/5581/5540/5575/5520/9266/5791/9257/5763/5830/5597/5798/5794/5785/5871/5779/5777/5778/5753/9256/5539/5536/5634/5510/9926/5796
(18) 9292/5524/5514/5607/5609/5609/5614/5617

Note 1 - This entity has different classes of shares outstanding. See Appendix A.
Note 2 - Equity ownership % shown for this entity reflects combined Class A and Class B shares. See Appendix A.

Information as of 12/31/2020 (end of day) (Rev. 2/8/2021)

EXHIBIT 29



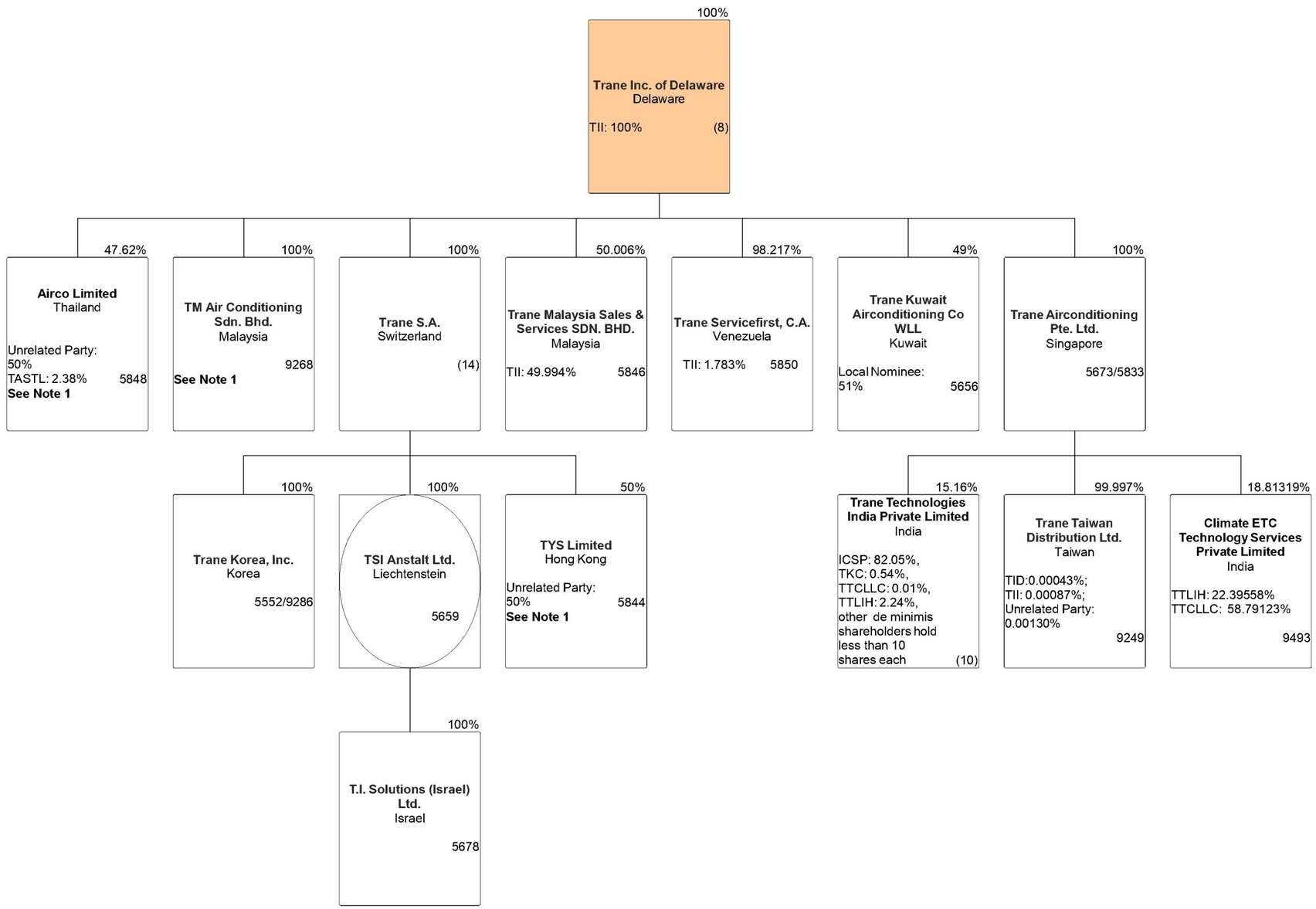
KEY - U.S. TAX CHARACTERIZATION

U.S. Corporation
Non-U.S. Corporation
Disregarded Entity
Corporation
Partnership

Additional HFM Numbers
(2) 2131/2132/2133/3258/9101/9106/3997/3913/0909
(3) Entity has no HFM code
(6) 5811/5826/5670/5685/5534/5535/5541/5544/5561/5563/5589/5602/5624/5668/5709/5735/5792/5797/5829/5511
(8) 5594/5662
(9) 5509/5512/5596/5612/5687/5690/5837/5857/5598/5661/5877/9259
(10) 5859/5883/3944
(11) 5588/5773/5532/5548/5507/5517/5548/5755/5770/5790/5841/9267
(12) 5741/5744/5824/5568/5585/5906/5508/5518
(13) 9292/5524/5514/5607/5608/5809/5614/5617

Information as of 12/31/2020 (end of day)(Rev. 2/8/2021)

Disclaimer: Trane Investments Canada Inc. (formerly known as Trane Holding Co.) and Trane GP Inc. were amalgamated as one company under the name "Trane Investments Canada Inc." in British Columbia effective January 1, 2021 at 12:01 a.m.; however, this chart reflects each company's status as of the end of the day on December 31, 2020, and changes subsequent to that date are not reflected herein.
Note 1 - This entity has different classes of shares outstanding. See Appendix A.
Note 2 - Equity ownership % shown for this entity reflects combined Class A and Class B shares. See Appendix A.



KEY - U.S. TAX CHARACTERIZATION

- U.S. Corporation
- Non-U.S. Corporation
- Disregarded Entity
- Corporation
- Partnership

Additional HFM Numbers.
(3) Entity has no HFM code
(8) 5594/5662
(10) 5859/5883/3944
(14) 5686/5680/5655/5708/9248/5696/5665/5838

Information as of 12/31/2020 (end of day) (Rev. 2/8/2021)

Note 1 - This entity has different classes of shares outstanding. See Appendix A.

EXHIBIT 30

Message

From: Valdes, Manlio [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6B137BD93B8D4A82894BF8775ACEBAB9-VALDES, MAN]
Sent: 12/4/2019 4:43:48 PM
To: Paeper, Rolf [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=87aa9ffeb2f84da78427d5d30ebec257-Paeper, Rol]
CC: Simmons, Donny [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=8abdc3ddd54e40ab9a5a588d0c573435-Simmons, Do]; Knapp, Lisa [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c6955625d3bd4814b32ccecb50301dd7-Knapp, Lisa]
Subject: Re: Omega Update - Confidential

Sensitivity: Company Confidential

Rolf,

Thanks. This is very helpful and a lot brighter outlook than was originally expected. Will connect with you sometime later this week.

My best

Manlio Valdes

From: Paeper, Rolf <rolf.paeper@irco.com>
Sent: Wednesday, December 4, 2019 11:32:04 AM
To: Valdes, Manlio <Manlio_ValdesJr@irco.com>
Cc: Simmons, Donny <Donny_Simmons@irco.com>; Knapp, Lisa <lisa.knapp@trane.com>
Subject: Omega Update - Confidential

Manlio – a few key learnings from my meetings yesterday:

- The Arctic Chill US and new Chem-lab entities will NOT be bankrupt entities, they will be operating entities (op-co), under new bankrupt entities (holding entities only)
- Trane retains equity ownership and control of the board of the bankrupt and operating entities
- There will be a funding agreements from Trane to the bankrupt entities – to supplement the cash generated by the entities and cover asb. liabilities
- We will setup intercompany agreements between the op-cos and other entities in the business. Ex: between arctic cool in Canada, and Arctic Chill US
- We do not need to have any employees in the op-cos, or in the bankrupt holding entities; they can all be Trane US Inc. employees, who are seconded to the op-cos.
- We can continue to invest in the op-cos (Arctic Chill US and the Chem Lab)… any extra business benefit (cash flow) will offset the Asb. liabilities, and thus reduce the required funding required via the funding agreement
- The final objective for the op-cos is NOT to enter chapter 7; it is to negotiate the formation of a trust to cover future Asb. liabilities; once this has been accomplished (2-5 years?), the operating entities (Arctic Chill US and the Chem Lab) will be merged back into Trane US Inc.

I hope this helps - also take a look at the attached marked up entity chart. In summary, my take away is that provided we have robust Interco agreements between the op-cos, we can proceed, pretty much, "business as usual". PR and internal communications will be a critical part of this.

I am not able to find time to discuss as a team before the holidays, but I'll setup sometime in early January to review in detail with you, Donny and Lisa.

Thanks,
Rolf

Omega Markup - Confidential 019-12-04_11-27-20.pdf

EXHIBIT 31

CHRIS KUEHN

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

----------x

IN RE: Chapter 11
No. 20-30608 (JCW)
(Jointly Administered)

ALDRICH PUMP LLC, et al.,

Debtors.

----------x

ALDRICH PUMP LLC and

MURRAY BOILER LLC,

Plaintiffs,

v. Adversary Proceeding
No. 20-03041 (JCW)

THOSE PARTIES TO ACTIONS

LISTED ON APPENDIX A

TO COMPLAINT and

JOHN and JANE DOES 1-1000,

Defendants.

----------x

REMOTE VIDEOTAPED DEPOSITION OF

CHRIS KUEHN

Reported by:
Sara S. Clark, RPR/RMR/CRR/CRC
JOB No. 191086

CHRIS KUEHN

MARCH 19, 2021

9:37 a.m. EST

Remote Videotaped Deposition of CHRIS KUEHN, held at the location of the witness, taken by the Committee of Asbestos Personal Injury Claimants, before Sara S. Clark, a Registered Professional Reporter, Registered Merit Reporter, Certified Realtime Reporter, and Notary Public.

CHRIS KUEHN

REMOTE APPEARANCES:

FOR THE PLAINTIFFS/DEBTORS:
JONES DAY
BY: ROBERT HAMILTON, ESQ.
325 John H. McConnell Boulevard
Columbus, Ohio 43215

FOR THE PLAINTIFFS/DEBTORS:
JONES DAY
BY: BRITTANY WIEGAND, ESQ.
77 West Wacker
Chicago, Illinois 60601

FOR THE ACC:
WINSTON & STRAWN
BY: CARRIE HARDMAN, ESQ.
BY: JOHN TSCHIRGI, ESQ.
BY: JAMIE CAPONERA, ESQ.
200 Park Avenue
New York, New York 10166

CHRIS KUEHN

REMOTE APPEARANCES:

FOR THE COMMITTEE:
GILBERT
BY: HEATHER FRAZIER, ESQ.
BY: RACHEL JENNINGS, ESQ.
700 Pennsylvania Avenue, SE
Washington, D.C. 20003

FOR TRANE TECHNOLOGIES COMPANY LLC
and TRANE U.S., INC.:
McCARTER & ENGLISH
BY: GREGORY MASCITTI, ESQ.
825 Eighth Avenue
New York, New York 10019

FOR TRANE TECHNOLOGIES COMPANY LLC
and TRANE U.S., INC.:
McCARTER & ENGLISH
Four Gateway Center
Mulberry Street
Newark, New Jersey 07102
BY: PHILLIP PAVLICK, ESQ.
STEVEN WEISMAN, ESQ.

CHRIS KUEHN

REMOTE APPEARANCES:

FOR THE FCR:
ORRICK HERRINGTON
BY: JONATHAN GUY, ESQ.
BY. DEBRA FELDER, ESQ.
1152 15th Street, NW
Washington, D.C. 20005

ALSO PRESENT:
Kathryn Tirabassi, FTI Consulting
Sha-la Hollis, Videographer

- - -

before the corporate restructuring.

Q. Are you aware of any conversations or communications with the asbestos claimant representatives prior to the bankruptcy case for Aldrich or Murray?

MR. MASCITTI: Objection; form and foundation.

A. No, I'm not aware.

Q. We've discussed the asbestos liabilities quite a bit today.

At the Trane enterprise level, prior to the corporate restructuring, did the entity have any secured liabilities?

A. Can you define "secured liabilities"?

Q. Sure.

Did it have any credit facilities that may have included either guarantees or collateral secured for loans, like what we would call a credit facility or an indenture or other types of credit facilities?

MR. MASCITTI: Ms. Hardman, could you just clarify what entity you're asking your question about?

MS. HARDMAN: Sure. I was asking

about the Trane enterprise, but I mean Trane Technologies PLC, prior to the corporate restructuring.

A. The enterprise has, you know, third-party debt and credit facilities. They're not all, to my knowledge, just secured at the Trane Technologies PLC level. They're at various other entities underneath the PLC level as well. But yes.

Q. Okay. Are you aware of -- and prior to the corporate restructuring, was the enterprise paying its obligations under those third-party facilities as they came due?

A. Yes.

Q. Are you aware whether Trane Technologies PLC or any of the other entities within the enterprise had unsecured credit facilities?

A. No, I'm not aware of those facilities.

Q. Okay.

A. I'm not aware of any.

Q. Okay. Are you aware of -- are you aware whether Trane Technologies PLC and any of its subsidiaries within the enterprise structure

having tax obligations prior to the corporate restructuring?

A. Yes.

Q. And were those obligations being paid timely, as in when they came due, prior to the corporate restructuring?

A. Yes.

Q. Did the Trane enterprise and Trane Technologies PLC prior to the corporate restructuring have employees?

A. Yes.

Q. Were those entities paying wages of their employees as and when due?

A. Yes.

Q. And did Trane Technologies PLC and/or other enterprise entities prior to the corporate restructuring have any unsecured trade debt, you know, things from vendors and the like?

A. Yes. The company has trade payables and otherwise.

Q. In terms of those trade payables, were they paid timely, as in when due prior to the corporate restructuring?

A. To my knowledge, yes. They were paid

within the terms negotiated with the suppliers.

Q. So, generally speaking, prior to the corporate restructuring, was Trane Technologies PLC and its enterprise entities paying its debts as they came due prior to the corporate restructuring?

A. Yes.

Q. Okay. After the corporate restructuring, was Trane Technologies PLC and its enterprise affiliates paying its debts as they came due?

A. To my knowledge, yes.

Q. Do you have any involvement in assessing the tax impact of Project Omega?

A. Yes. The tax function reports under my team. So yes.

Q. And what was your understanding of the impact of Project Omega on the tax structure of Trane Technologies PLC or its related affiliates?

A. My understanding is it wasn't going to impact the tax structure of the company or how the company was organized. I recall there being conversations around deductibility of certain

references in this document relate to Trane Technologies LLC, the Texas entity. And I know Mr. Mascitti has mentioned a couple of times that there is a further entity after the Texas entity.

Do you understand this to apply to the current Trane Technologies entity that is incorporated in Delaware?

A. I believe that's the case.

Q. Okay. We have discussed, generally speaking -- and I could refer you to Committee Exhibit 1 for your reference, if you would like. It is on your chat feature if you need it. But we have discussed that there's a funding agreement between Trane Technologies Company LLC and Aldrich Pump.

Do you recall that?

A. Yes, I do.

Q. And the obligations under that funding agreement are for Trane Technologies Company LLC to fund obligations of Aldrich Pump; is that correct?

MR. MASCITTI: Objection; form.

MR. HAMILTON: Object to form.

A. Can you repeat the question, Ms. Hardman?

Q. Sure. I think we heard an echo.

With respect to the funding agreement between Trane Technologies Company LLC and Aldrich Pump LLC, what do you understand the obligations of Trane Technologies Company LLC to be vis-à-vis Aldrich Pump LLC?

MR. HAMILTON: Asked and answered and object to form.

You can answer again.

A. I understand that funding agreement to be if there's any shortfall in the cash in Aldrich Pump to satisfy its asbestos claims, then the funding agreement would step in to fund that entity to allow it to continue to resolve and pay valid asbestos claims.

Q. So if there's a circumstance where Trane Technologies Company LLC is sued for an asbestos claim, you understand that under the indemnification obligations, Aldrich Pump would pay those legal fees and defense costs and ultimately a settlement; is that your understanding?

A. Yes, it is.

Q. And if Aldrich Pump at that point had a shortfall, like you describe, and did not have sufficient funds to pay those obligations, where would it go to receive the funds to pay that settlement?

A. I just need to look at the -- that org chart.

It would be Trane Technologies Company LLC, the Delaware entity, is where it would need to go for the funds, is my understanding.

Q. So -- okay. So if Trane Technologies Company LLC is the entity being sued for an asbestos claim, it will seek indemnification from Aldrich Pump, who, if it does not have sufficient funds, will go right back to Trane Technologies Company LLC for that payment; is that correct?

MR. HAMILTON: Object to form.

You can answer.

A. Yes, that's my understanding.

Q. And what is your understanding as to why that circularity needs to happen there?

MR. HAMILTON: Object to form.

You can answer.

A. I don't know the legal reasoning for why it was set up that way.

Q. Do you know who would know?

A. I would want to discuss that with Evan Turtz, our general counsel, and Jones Day, external legal counsel.

MS. HARDMAN: Okay. I think that's all I have.

MR. MASCITTI: Okay. Is there anyone else, or are we done?

I assume we are done.

Can we go off the record, then?

MS. HARDMAN: Yeah.

MR. GUY: Mr. Kuehn, I'm going to make you feel a lot better, and I'm also going to portray how old I am. In 2000, they changed the federal rules to limit depositions to seven hours. There wasn't a limit before that.

VIDEOGRAPHER: Counsel, let me get us off the record.

The time is --

EXHIBIT 32

RICHARD DAUDELIN

UNITED STATES BANKRUPTCY COURT

FOR THE WESTERN DISTRICT OF NORTH CAROLINA

CHARLOTTE DIVISION

----------x

IN RE: Chapter 11

No. 20-30608 (JCW)

(Jointly Administered)

ALDRICH PUMP LLC, et al.,

Debtors.

----------x

ALDRICH PUMP LLC and

MURRAY BOILER LLC,

Plaintiffs,

v. Adversary Proceeding

No. 20-03041 (JCW)

THOSE PARTIES TO ACTIONS

LISTED ON APPENDIX A

TO COMPLAINT and

JOHN and JANE DOES 1-1000,

Defendants.

----------x

MARCH 9TH, 2021

REMOTE VIDEOTAPED DEPOSITION OF

RICHARD DAUDELIN

Reported by:

Sara S. Clark, RPR/RMR/CRR/CRC

JOB No. 191079

RICHARD DAUDELIN

MARCH 9, 2021
9:39 a.m. EST

Remote Videotaped Deposition of RICHARD DAUDELIN, held at the location of the witness, taken by the Committee of Asbestos Personal Injury Claimants, before Sara S. Clark, a Registered Professional Reporter, Registered Merit Reporter, Certified Realtime Reporter, and Notary Public.

RICHARD DAUDELIN

REMOTE APPEARANCES:
FOR THE PLAINTIFFS/DEBTORS:
JONES DAY
77 West Wacker
Chicago, Illinois 60601
BY: ROBERT HART, ESQ.
NICOLAS HIDALGO, ESQ.

FOR THE ACC:
WINSTON & STRAWN
200 Park Avenue
New York, New York 10166
BY: CARRIE HARDMAN, ESQ.
CRISTINA CALVAR, ESQ.
JOSH RHEE, ESQ.

FOR THE COMMITTEE:
GILBERT
1100 New York Avenue, NW
Washington, D.C. 20005
BY: HEATHER FRAZIER, ESQ.
RACHEL JENNINGS, ESQ.

RICHARD DAUDELIN

APPEARANCES (continued):
FOR TRANE TECHNOLOGIES COMPANY LLC and TRANE U.S. INC.:
McCARTER & ENGLISH
825 Eighth Avenue
New York, New York 10019
BY: GREGORY MASCITTI, ESQ.
PHILLIP PAVLICK, ESQ.
STEVEN WEISMAN, ESQ.

FOR THE FCR:
ORRICK HERRINGTON
1152 15th Street, NW
Washington, D.C. 20005
BY: DEBRA FELDER, ESQ.

ALSO PRESENT:
Michael Berkin, FTI Consulting
Rosie Jones, Videographer

RICHARD DAUDELIN

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective parties herein, that filing and sealing and the same are hereby waived.

IT IS FURTHER STIPULATED AND AGREED that all objections, except as to the form of the question, shall be reserved to the time of the trial.

IT IS FURTHER STIPULATED AND AGREED that the within deposition may be sworn to and signed before any officer authorized to administer an oath, with the same force and effect as if signed and sworn to before the Court.

because I haven't been in that situation."
"Question: The company was --")
BY MS. HARDMAN:
Q. So to follow on that question, Ingersoll Rand PLC was not -- has not suffered liquidity constraints or cash flow issues that would render your decision-making difficult with respect to dividends; is that correct?
A. Yes, through February 29th of 2020.
Q. Okay. After February 29th of 2020, did that change?
A. You have to ask the question again.
Q. What occurred on February 29th, 2020 that causes you to qualify your answer?
A. The separations of businesses.
Q. That transformational restructuring you referred to before?
A. No.
Q. Okay. You mentioned a separation of businesses.
What are you referring to, then?
A. The spin of Ingersoll Rand or the industrial businesses to Gardner Denver.
Q. So after the -- what I understand to

be the Reverse Morris Trust transaction -- is that correct?
A. Yes.
Q. After the Reverse Morris Trust transaction, did Ingersoll Rand PLC suffer liquidity constraints or cash flow concerns?
A. Not to my knowledge.
Q. So the circumstances did not change as a result of the Reverse Morris Trust transaction with respect to cash flow and liquidity constraints, correct?
A. Are we talking about Ingersoll Rand PLC entity?
Q. Let's start there.
A. I don't know.
Q. When did you stop reporting to the Ingersoll Rand PLC finance committee?
A. I never reported to the PLC -- the finance committee for Ingersoll Rand PLC. I stopped having finance committee meetings on February 29th, 2020.
Q. Did you have finance committee meetings with any Trane entities after February 29th, 2020?

A. Yes.
Q. And would that be Trane Technologies PLC?
A. Yes.
Q. With respect to reports to Trane Technologies PLC after February 29th of 2020, did you propose any issuances of dividends from that -- from February 29th, 2020 to present?
A. Yes.
Q. How frequently have you made that recommendation to the finance committee?
A. Quarterly.
Q. Okay. And with respect to the liquidity position and cash flow analysis that you mentioned that goes into your consideration of it to propose a dividend, with respect to Trane Technologies PLC, has there been a -- has there been a time where you did not recommend a dividend for Trane Technologies PLC?
A. No.
Q. Is it safe to say that Trane Technologies PLC has been cash flow positive during this period from February 29th,

2020 to present?
MR. MASCITTI: Objection; form.
A. Yes.
Q. Would you say that the Trane Technologies PLC entity has had sufficient liquidity during the period from February 29th, 2020 to present?
MR. MASCITTI: Objection; form.
A. Yes.
Q. And with respect to cash flow and liquidity, are there considerations with respect to paying Trane Technologies' creditors that is considered as part of those assessments?
MR. MASCITTI: Objection; form.
A. Can you ask your question again, please?
Q. Sure.
In analyzing the cash flow of Trane Technologies PLC -- let's start there -- do you consider any obligations owed to creditors of Trane Technologies PLC in analyzing that cash flow?
A. Yes.
Q. And what is that analysis?

A. High-level cash flow and liquidity chart.
Q. Generally speaking, the cash flow addresses whether or not there are sufficient funds to pay creditors and still have funds beyond those obligations; is that fair to say?
A. Yes.
Q. And you mentioned issuing dividends on a quarterly basis -- or recommending -- excuse me -- dividends be issued on a quarterly basis since February 29th of 2020.
Have those dividends actually been issued?
A. Yes, to the best of my knowledge.
Q. And being that they're issued on a quarterly basis, was there one issued at the end of June 2020?
A. Yes, to the best of my knowledge.
Q. Was there another dividend issued at the end of August 2020?
A. No, not that I recall.
Q. Did you make a recommendation that a dividend be issued at the end of August 2020?
A. Not that I recall.

Q. So you decided -- you have said that you recommend on a quarterly basis, and have done since -- you have -- I'm sorry. Strike that. Let me start over.
Was there a dividend issued at the end of September 2020?
A. Yes, to the best of my knowledge.
Q. Okay. And was there a dividend issued at the end of December 2020?
A. Yes, to the best of my knowledge.
Q. Thank you. I clearly can't count months.
At this time of the dividend mentioned in this document that was last in front of you for issuance on March 31st of 2020 through Ingersoll Rand PLC, this was document ending 13989, was there a discussion at that finance committee meeting about the Reverse Morris Trust transaction?
A. Not that I recall.
Q. Was there a discussion at this meeting with respect to the transactional -- excuse me -- transformational restructuring that we've discussed before?

A. No, not that I recall.
Q. Okay.
MS. HARDMAN: If we could pull up Tab 26.
MS. CALVAR: This will be Committee Exhibit 73 Bates-stamped TRANE_00013835.
- - -
(Committee Exhibit 73 marked.)
- - -
THE WITNESS: I have the document up.
MS. HARDMAN: Great.
BY MS. HARDMAN:
Q. Are you familiar with this document?
(Witness reviews document.)
A. Yes.
Q. Okay. What do you understand this e-mail to be communicating from Mr. Robinson to yourself and others, at a high level?
A. That the finance committee materials are ready to be reviewed.
Q. These are the materials that go into the updates provided to the finance committee?
A. Yes.

Q. Okay. And Mr. Robinson, does he report to you?
A. No.
Q. Who does Mr. Robinson report to?
A. Scott Williams.
Q. And Mr. Williams reports to you?
A. Yes.
Q. And you notice in the e-mail itself, it says, and I quote, "Chris, attached are the revised slides with the two scenarios as discussed. We've also included the market update for the board meeting."
A. Hold on a second. Excuse me. I'm sorry. These are not the finance committee materials. I apologize.
Q. No problem.
A. I want to make sure I -- these are materials for Chris Kuehn to present to the board of directors.
Q. And is that the board of directors of Trane Technologies PLC?
A. Yes.
Q. Okay.
A. Yep. Sorry. In the spirit of...

Q. Did you discuss this document with Mr. Turtz?
A. Not that I recall.
Q. Did you discuss this document with anyone?
A. No, not that I recall.
Q. Okay. We can move on from this one.
MS. CALVAR: This will be Committee Exhibit 83, Bates Number DEBTORS_00000935.
- - -
(Committee Exhibit 83 marked.)
- - -
BY MS. HARDMAN:
Q. If you would go to the page ending 938 when you have a chance.
A. Okay. I'm there.
Q. Is that your signature?
A. Yes, it is.
Q. Okay. Did you review this document before you received it -- I mean, excuse me. Did you review this document before you signed it?
A. Yes, at a high level.

Q. Did you see any drafts of this document before you signed this version?
A. No, not that I recall.
Q. Do you know what the purpose of this document is?
A. No, I don't.
Q. Okay. Did you ask any questions about this document?
A. Not that I recall.
Q. Did you engage in any negotiations with anyone with respect to this document?
A. No, not that I recall.
Q. You mentioned that you reviewed this document at a high level as well as the other documents we've discussed.
So did you review the terms of these documents? What does a high-level review entail?
A. It really is a broad view of what movements and terms are included in this.
Q. Okay. Did you ask -- do you know who you received this document from?
A. I do not recall.
Q. Okay. Did you ask why you needed to

sign this agreement?
A. Not that I recall.
Q. Did you discuss this document with Mr. Turtz or Ms. Roeder, who are signatories to this agreement?
A. Not that I recall.
Q. Did you discuss this document with anyone?
A. No, not that I recall.
Q. Did you communicate in any way with respect to this document that you recall?
MR. MASCITTI: Objection; form.
Q. You can answer.
A. No.
Q. Okay. Do you recall when you signed this agreement?
A. No, I do not.
Q. Do you recall who you returned this agreement to?
A. No, I do not.
Q. Okay.
MS. HARDMAN: Moving along, let's go to Tab 51.
MS. CALVAR: This is

Committee Exhibit 84, Bates Number DEBTORS_00000529.
- - -
(Committee Exhibit 84 marked.)
- - -
THE WITNESS: Okay. I have the document open. Sorry.
MS. HARDMAN: That's okay.
BY MS. HARDMAN:
Q. If you could scroll to page ending 532.
Is that your signature, Mr. Daudelin?
A. I'm sorry. What was the page number?
Q. 532. I think it is Page 4 of 29 of the PDF.
A. Hold on a minute.
Q. Sure.
A. I'm sorry. I had the wrong -- I was looking at the wrong document there.
Q. No problem.
532, is that your signature, Mr. Daudelin?
A. Yes, it is.
Q. Okay. If you scroll back up to the

Q. Okay. And let's go to what was Tab 57.
A. I'm there.
Q. Great.
If you could scroll down to page number -- this is Committee Exhibit 13. It's debtors ending in 3817.
If you could scroll to page ending 3831.
Is that your signature, Mr. Daudelin?
A. Yes, it is.
Q. So at a high level, when you signed this agreement, do you recall what its purpose was?
A. No, I do not.
Q. Okay. When you signed this agreement, do you recall who you received it from?
A. I do not recall.
Q. Do you recall, when you signed this agreement, whether you saw drafts of this agreement before you signed it?
A. No, not that I recall.
Q. Do you recall if you had any negotiations with respect to this agreement

before you signed it?
A. No.
Q. And do you recall communicating with anyone with respect to this agreement?
Forgive me if I asked that already.
A. No, not that I recall.
Q. Okay. Do you recall when you signed this agreement?
A. No, I do not.
Q. And do you recall who you returned it to?
A. No, I do not.
MS. HARDMAN: Let's pull up Tab 55 for the sake of closing the loop on those.
And if you could, when you get it up, scroll to page ending --
MS. CALVAR: This will be Committee Exhibit 95, Bates Number DEBTORS_0002462.
- - -
(Committee Exhibit 95 marked.)
- - -
BY MS. HARDMAN:
Q. If you can scroll to debtors ending

2465.
Is that your signature, Mr. Daudelin?
A. Yes, it is.
Q. Do you recall signing this agreement?
A. No, I do not.
Q. But you agree that is your signature, Mr. Daudelin?
A. Yes.
Q. Did you review this document before you signed it?
A. Yes, at a high level.
Q. But you don't recall signing it?
A. No, I do not.
Q. Do you recall communicating with anyone about this agreement?
A. No, I do not.
Q. Do you recall seeing drafts of this agreement before you signed it?
A. I do not recall that.
Q. Do you recall at the time that you signed this agreement what its general purpose was?
A. No, I do not.
Q. Do you recall who you returned this

document to once you signed it?
A. No, I do not.
Q. Okay.
MS. HARDMAN: Let's pull up Tab 66, 67, 68 together, please.
MS. CALVAR: Carrie, sorry. You cut out. Can you say that one more time?
MS. HARDMAN: 66, 67, and 68, please. I'm sorry.
MS. CALVAR: Tab 66 will be Committee Exhibit 96, Bates Number DEBTORS_00003683.
- - -
(Committee Exhibit 96 marked.)
- - -
MS. CALVAR: Tab 67 will be Committee Exhibit 97, Bates Number DEBTORS -- let me do that again. Hold on.
Tab 66 is going to be Committee Exhibit 96. The Bates number is DEBTORS_00003483.
Tab 67 is going to be Committee Exhibit 97. The Bates number is DEBTORS_1623.

- - -

(Committee Exhibit 97 marked.)

- - -

MS. CALVAR: Tab 68 is going to be Committee Exhibit 98, Bates Number DEBTORS_00003683.

- - -

(Committee Exhibit 98 marked.)

- - -

MS. HARDMAN: And we're going to start with Tab 66, which is the document Bates starting DEBTORS 3483.

BY MS. HARDMAN:

Q. And, Mr. Daudelin, when you have that in front of you, would you scroll to page ending in 3492.

A. Okay. I'm there.

Q. Is this your signature, Mr. Daudelin?

A. Yes, it is.

Q. Do you recall signing this document?

A. No, I do not.

Q. Okay. Do you recall who you received this document from?

A. No, I do not.

Q. Do you recall seeing drafts of this document before you signed it?

A. No, I do not.

Q. Did you review this document before you signed it?

A. Yes, I did, at a high level.

Q. But you don't recall if you actually signed this document?

A. That is correct. I do not.

Q. Okay. Did you communicate with anyone with respect to this document?

A. Not that I recall.

Q. Do you recall who you returned it to?

A. No, I do not.

Q. Let's go to Tab 67. That's document Bates starting DEBTORS_1623. If you could scroll to page ending 1632.

Is that your signature, Mr. Daudelin?

A. Yes, it is.

Q. Do you recall signing this document, Mr. Daudelin?

A. No, I do not.

Q. Did you review this document before you signed it?

A. Yes, at a high level.

Q. But you don't recall signing this document; is that correct?

A. Yes, that is correct.

Q. Did you review drafts of this document before you signed it?

A. No, I did not.

Q. Do you recall who you received it from?

A. No, I do not.

Q. Do you recall communicating with anyone about this agreement?

A. Not that I recall.

Q. And do you recall who you returned this document to?

A. No, I do not.

Q. Do you understand the purpose of this document? Let me -- scratch that. Let me ask that question again.

When you signed this document, did you understand the purpose of this document?

A. Not that I recall.

Q. Okay. Let's go to Tab 68. And if you could go to the page ending 3692.

Is that your signature, Mr. Daudelin?

A. Yes, it is.

Q. Do you recall signing this agreement?

A. No, I do not.

Q. Do you recall who you received it from?

A. No, I do not recall.

Q. Do you recall if you reviewed this document before you signed it?

A. Yes, at a very high level.

Q. But you don't recall signing it; is that correct?

A. No, I do not.

Q. Do you recall receiving drafts of this document before you signed it?

A. No, I do not recall.

Q. Do you recall at the time that you signed this agreement what the purpose of this agreement was?

A. No, not that I recall.

Q. Do you recall who you returned it to?

A. No, I do not.

MS. HARDMAN: Let's pull up Tab 6, which may be in the record already. I don't

know, Cristina. It's an early tab number. Tab 7 and Tab 69, please.

MS. CALVAR: Tab 6 will be Committee Exhibit 99, Bates Number DEBTORS_00000948.

- - -

(Committee Exhibit 99 marked.)

- - -

MS. CALVAR: Tab 7 will be Committee Exhibit 100, Bates Number DEBTORS_00001609.

- - -

(Committee Exhibit 100 marked.)

- - -

MS. CALVAR: Tab 69 will be Committee Exhibit 101, Bates Number DEBTORS_00003669.

- - -

(Committee Exhibit 101 marked.)

- - -

BY MS. HARDMAN:

Q. I'm going to start with the document that is noted as Tab 6. And if you could scroll to the page ending in 957 when you get a chance.

A. Yes, I'm there.

Q. Is this your signature, Mr. Daudelin?

A. Yes, it is.

Q. Do you recall signing this agreement?

A. No, I do not.

Q. Did you review this document before you signed it?

A. Yes, at a high level.

Q. But you don't recall signing it?

A. No, I do not.

Q. Okay. Do you recall who you received it from?

A. No, I do not.

Q. Do you recall communicating with anyone with respect to this agreement?

A. No, I do not recall.

Q. Did you receive any drafts of this agreement before you signed it?

A. Not that I recall.

Q. At the time of signing this agreement, did you understand the purpose of this agreement?

A. Not that I recall.

Q. Do you recall who you returned it to?

A. Sorry. Can you ask that again? You broke up there.

Q. Sorry.

Do you recall who you returned this document to?

A. No, I do not recall.

Q. Let's pull up Tab 7, which is debtors ending in 1609, and go to Page 1618.

Is that your signature, Mr. Daudelin?

A. Yes, it is.

Q. Do you recall signing this agreement?

A. No, I don't recall.

Q. Did you review this agreement before you signed it?

A. Yes, at a high level.

Q. But you don't recall signing it?

A. No, I do not.

Q. Do you know who you received this document from?

A. I do not recall.

Q. Do you recall receiving drafts of this document before you signed it?

A. No, I do not recall that.

Q. Do you recall communicating with

anyone with respect to this agreement?

A. No, I do not.

Q. Do you recall who you returned this signed agreement to?

A. No, I do not.

Q. Do you recall -- at the time that you signed this agreement, do you recall what the purpose of this document was?

A. No, I do not recall.

Q. Okay. Let's pull up Tab 69 that you should have in front of you. That was debtors ending in 3669. And if you can scroll to the page ending 3678.

Is that your signature, Mr. Daudelin?

A. Yes, it is.

Q. Do you recall signing this document, Mr. Daudelin?

A. No, I do not recall.

Q. Did you review this document before you signed it?

A. Yes, at a high level.

Q. But you don't remember when you signed it or if you signed it?

A. No, I do not recall.

RICHARD DAUDELIN

Q. Do you recall receiving drafts of this agreement before you signed it?

A. No, I do not recall.

Q. Do you recall communicating with anyone with respect to this agreement before you signed it?

A. No, I do not recall.

Q. At the time that you signed this agreement, did you understand the purpose of this agreement?

A. Not that I recall.

Q. And do you recall who you returned this signed document to?

A. No, I do not.

MS. HARDMAN: Let's pull up Tabs 70, 71, 72. This should be the last round. I believe, anyway.

MS. CALVAR: Tab 70 will be Committee Exhibit 102, DEBTORS_00001805.

- - -

(Committee Exhibit 102 marked.)

- - -

MS. CALVAR: Tab 71 will be Committee Exhibit 103, DEBTORS_00003296.

RICHARD DAUDELIN

- - -

(Committee Exhibit 103 marked.)

- - -

MS. CALVAR: Tab 72 will be Committee Exhibit 104, DEBTORS_00003850.

- - -

(Committee Exhibit 104 marked.)

- - -

BY MS. HARDMAN:

Q. If you could pull up Tab 70. That's where we'll start. And that's debtors ending in 1805. And if you could scroll to page ending in...

MR. RHEE: Carrie, I think you had cut out for a second.

MS. HARDMAN: Okay.

THE WITNESS: Sorry. Were you waiting on me? I didn't hear you say a page. I apologize here.

MS. HARDMAN: Oh, I'm sorry. It's probably my connection again.

BY MS. HARDMAN:

Q. If you could turn to Tab 70, page ending in 1814.

RICHARD DAUDELIN

A. Again, the page number broke up.

Q. 1814.

A. Great. Thank you.

Q. Success.

All right. Is that your signature, Mr. Daudelin?

A. Yes, it is.

MS. HARDMAN: Can we go off the record just a minute?

VIDEOGRAPHER: The time is 4:56 p.m., and we're off the record.

(Discussion held off the record.)

VIDEOGRAPHER: The time is 4:57 p.m., and we're on the record.

BY MS. HARDMAN:

Q. All right. We are at Tab 70, which was DEBTORS_1805, at Page 1814.

Mr. Daudelin, is that your signature?

A. Yes, it is.

Q. Okay. And do you recall signing this document?

A. No, I do not.

Q. Do you recall reviewing this document before you signed it?

RICHARD DAUDELIN

A. Yes, on a high level.

Q. And yet you don't remember when you signed this document?

A. No, I do not.

Q. Do you recall receiving drafts of this document?

A. No, I do not recall.

Q. Do you recall any negotiations with respect to this document?

A. No.

Q. And at the time that you signed this document, do you recall what its purpose was?

A. No, I do not recall.

Q. And do you recall who you returned this document to once it was signed?

A. No, I do not recall that.

Q. Okay. And if we could go to Tab 71, and if we can scroll to page ending 3305. This is DEBTORS_3296.

Is that your signature, Mr. Daudelin?

A. Yes, it is.

Q. Do you recall signing this document?

A. No, I do not.

Q. Did you review this document before

you signed it?
A. Yes, I did, at a high level.
Q. But you don't recall signing this agreement?
A. No, I do not.
Q. Do you recall communicating with anyone with respect to this agreement before you signed it?
A. Not that I recall.
Q. Do you recall seeing drafts of this agreement before you signed it?
A. Not that I recall.
Q. At the time you signed this agreement, do you recall what the purpose of this agreement was?
A. Not that I recall.
Q. And do you recall who you returned this agreement to?
A. No, I do not.
Q. Okay. Let's go to Tab 72, which was DEBTORS_3850, and if you could scroll to Page 3859.
Is that your signature, Mr. Daudelin?
A. Yes, it is.

Q. Do you recall signing this document?
A. No, I do not.
Q. Do you recall reviewing this document before you signed it?
A. Yes, at a high level.
Q. But you don't remember signing this document?
A. No, I do not.
Q. Do you recall communicating with anyone with respect to this document?
A. Not that I recall.
Q. And do you recall receiving drafts of this document before you signed it?
A. No, not that I recall.
Q. At the time that you signed this agreement, do you recall its purpose?
A. No, not that I recall.
Q. And do you recall who you returned this document to?
A. No, not that I recall.
Q. So we have gone over a host of agreements today, and, generally speaking, they were dated either April 30th or May 1st, May 2nd, or June 15th of 2020.

Do you recall when you signed any of those agreements?
MR. MASCITTI: Objection; asked and answered multiple times.
Q. You can answer.
A. No, I do not recall.
Q. Do you recall, in fact, signing those agreements?
MR. MASCITTI: Objection; form.
We've been through this. Again, whether or not they were signed physically or whether or not they were authorized for electronic signature, you know, the questions have been ambiguous throughout. So, again, if you're going to summarize and ask for clarity for answers that have been already asked and answered, I would at least ask that we clarify this time what we're referring to.
MS. HARDMAN: Sure.
BY MS. HARDMAN:
Q. With respect to the agreements that we've reviewed this afternoon to which your signature was applied, do you recall applying

your signature to any of those agreements?
A. No, I do not recall.
Q. Do you recall authorizing your signature to be applied to any of those agreements?
A. No, not that I recall.
Q. Do you recall hand-signing any of those agreements?
A. No.
Q. Do you recall receiving drafts of any of those agreements before you signed them?
A. No, not that I recall.
Q. Did you communicate with anyone with respect to those agreements before you signed them?
A. No, not that I recall.
Q. Did you engage in negotiations with respect to those agreements before you signed them?
A. No.
Q. When you signed those agreements or applied your signature, did you have an understanding of the purpose of each of those agreements before you signed them?

A. Not that I recall.
Q. Okay. We also went over a number of board resolutions for various entities to which you sit on the board of managers or board of directors.
For clarifying purposes, do you recall hand-signing those board resolutions?
A. The only ones I recall hand-signing are the enterprise finance committee meetings that I've attended.
Q. And with respect to the board resolutions other than those finance committee meeting minutes and board resolutions that you may have signed, do you recall whether or not you authorized your electronic signature to apply?
A. Not that I recall.
Q. Do you recall whether you applied your electronic signature yourself to any of those agreements?
A. Not that I recall.
Q. Okay. Put aside the finance committee meeting minutes and resolutions related to the finance committee. Just for the board

resolutions to which you are a member of either a board or board of managers, do you recall discussing those resolutions with anyone before you signed them?
MR. MASCITTI: Objection; form. I think this has been asked and answered. To the extent that it's requesting some type of communication with an attorney, I would object on privilege grounds and direct the witness not to answer.
MS. HARDMAN: I'm asking if he has spoken with anyone. I'm not asking the subject matter of the communications. So if he spoke to an attorney at all, that's not privileged, the fact that it exists.
MR. MASCITTI: As long as he doesn't provide the communication, if there was one with an attorney, that's --
BY MS. HARDMAN:
Q. For clarity of the record's sake, I'm only asking if you communicated with anyone in advance of signing those board resolutions. And that can be a yes-or-no answer, or an "I do not recall."

A. Not that I recall.
Q. Okay. Did you have an understanding of the purpose of those board resolutions before you signed them?
A. Not that I recall.
Q. Okay. Do you know when Murray and Aldrich filed for bankruptcy relief?
A. No, I do not.
Q. Okay. If I told you June 18th of 2020, would that seem right to you?
A. No. I don't -- I don't know.
Q. Okay. And who made the decision to file Murray for bankruptcy?
A. I do not know.
Q. And who made the decision to file Aldrich for bankruptcy?
A. I do not know.
Q. Do you know when the decision for Murray to file for bankruptcy was made?
A. No, I do not.
Q. Do you know when the decision for Aldrich to seek bankruptcy relief was made?
A. No, I do not recall that.
MS. HARDMAN: And can we bring up

Tab 73. I think this should be our last document of the day.
MS. CALVAR: Tab 73 will be Committee Exhibit 105.
MS. HARDMAN: Actually, we don't need to use it. I apologize. If we can strike that from the record, or just for the sake of the record, that would be great if we could agree to that, because I don't think we're actually going to speak about it.
And I think if we could just take a quick break and go off the record.
VIDEOGRAPHER: The time is 5:08 p.m., and we're off the record.
(Recess taken.)
VIDEOGRAPHER: The time is 5:17 p.m., and we're on the record.
BY MS. HARDMAN:
Q. Hi, Mr. Daudelin. Okay. We spoke about a number of resolutions that you have signed today as well as a number of agreements that you also signed today.
Do you recall if you received those resolutions electronically or in hard copy?

EXHIBIT 33

SECOND AMENDED AND RESTATED FUNDING AGREEMENT

This SECOND AMENDED AND RESTATED FUNDING AGREEMENT, dated as of June 15, 2020 (as it may be amended, restated, modified or supplemented from time to time, this "Agreement"), is between TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company ("New TTC"), and ALDRICH PUMP LLC, a North Carolina limited liability company ("Aldrich Pump").

RECITALS

A. On May 1, 2020, in contemplation of the divisional merger (the "Divisional Merger") of Trane Technologies Company LLC, a Texas limited liability company ("TTC (TX)"), pursuant to Chapter 10 of the Texas Business Organizations Code, Trane Technologies HoldCo Inc., a Delaware corporation ("TTHI"), as payor, and TTC (TX), as payee, executed and delivered a funding agreement dated as of May 1, 2020 (the "Original Funding Agreement").

B. Immediately following the execution of the Original Funding Agreement, TTHI, in its capacity as the sole member of TTC (TX), approved a Plan of Divisional Merger contemplating the Divisional Merger (the "Plan of Divisional Merger").

C. At the effective time of the Divisional Merger, (1) certain property of TTC (TX) as set forth on Schedule 5(b)(i) to the Plan of Divisional Merger and certain liabilities and obligations of TTC (TX) as set forth on Schedule 5(c)(i) to the Plan of Divisional Merger (collectively, the "Allocated Assets and Liabilities") were allocated to a new Texas limited liability company created upon the effectiveness of the Divisional Merger ("Aldrich Pump (TX)"), (2) the remaining property, liabilities and obligations of TTC (TX) were allocated to another new Texas limited liability company created upon effectiveness of the Divisional Merger ("New TTC (TX)"), and (3) TTC (TX) ceased to exist.

D. In the Original Funding Agreement, TTHI agreed, pursuant to the Original Funding Agreement, to provide funding to TTC (TX) sufficient to pay the costs of operations of Aldrich Pump's business and other liabilities and obligations included in the Allocated Assets and Liabilities as and when they become due.

E. The Allocated Assets and Liabilities included the rights and obligations of TTC (TX) under the Original Funding Agreement, and, at the effective time of the Divisional Merger, pursuant to the terms of the Plan of Divisional Merger, the rights and obligations of TTC (TX) under the Original Funding Agreement were allocated to Aldrich Pump (TX) such that, following the effectiveness of the Divisional Merger, Aldrich Pump (TX) had assets having a value at least equal to its liabilities and had financial capacity sufficient to satisfy its obligations as they become due in the ordinary course of business, including any Asbestos Related Liabilities.

F. Immediately following the effectiveness of the Divisional Merger, TTHI assigned to New TTC (TX), and New TTC (TX) assumed from TTHI, all rights and obligations of TTHI under the Original Funding Agreement (such assignment and assumption, the "Post-Merger Assignment"), whereupon TTHI was released from its obligations, and ceased to have any further obligations, under the Original Funding Agreement.

Assignment"), whereupon TTHI was released from its obligations, and ceased to have any further obligations, under the Original Funding Agreement.

G. Following the Divisional Merger and the Post-Merger Assignment, (1) New TTC (TX) effected a conversion (the "DE Conversion") into Payor, a Delaware limited liability company, and (2) Aldrich Pump (TX) effected a conversion (the "NC Conversion") into Payee, a North Carolina limited liability company.

H. On May 1, 2020, the Payor and Payee amended and restated the Original Funding Agreement (as so amended, the "Amended and Restated Funding Agreement") to reflect that the Divisional Merger, the Post-Merger Assignment, the DE Conversion and the NC Conversion had occurred and that the Payor, a Delaware limited liability company having the name Trane Technologies Company LLC, and the Payee, a North Carolina limited liability company, having the name Aldrich Pump LLC, were the parties to such agreement.

I. The Payor and Payee now desire to amend and restate the Amended and Restated Funding Agreement to clarify the intent of the parties hereto with respect to the termination of the rights and obligations hereunder in certain circumstances.

AGREEMENT

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

1. Definitions. As used in this Agreement, the following terms have the meanings herein specified unless the context otherwise requires:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Aldrich Pump" has the meaning specified in the first paragraph of this Agreement.

"Aldrich Pump (TX)" has the meaning specified in the recitals to this Agreement.

"Allocated Assets and Liabilities" has the meaning specified in the recitals to this Agreement.

"Amended and Restated Funding Agreement" has the meaning specified in the recitals to this Agreement.

"Asbestos Related Liabilities" has the meaning specified in Schedule 1 to this Agreement.

"Bankruptcy Case" means any voluntary case under chapter 11 of the Bankruptcy Code commenced by the Payee in the Bankruptcy Court.

"Bankruptcy Code" means title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"Bankruptcy Court" means the United States Bankruptcy Court where the Bankruptcy Case is commenced.

"Base Rate" means, for any day, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall at all times be equal to the greater of (a) the rate of interest established by Bank of America, N.A. from time to time, as its "prime rate," whether or not publicly announced, which interest rate may or may not be the lowest rate charged by it for commercial loans or other extensions of credit, and (b) the Federal Funds Effective Rate in effect from time to time, determined one Business Day in arrears, plus 1/2 of 1% per annum.

"Board" means (a) with respect to a corporation, the board of directors of the corporation or any committee thereof, (b) with respect to a partnership, the board of directors, the managing member or members or the board of managers, as applicable, of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or the board of managers, as applicable, of the limited liability company, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Business Day" means each day other than a Saturday, a Sunday or a day on which banking institutions in Charlotte, North Carolina or at a place of payment are authorized by law, regulation or executive order to remain closed.

"Capital Stock" means (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding (in each case of (a) through (d) above) any debt securities convertible into such equity securities.

"Contractual Obligation" means, as to any Person, any obligation or similar provision of any security issued by such Person or any agreement, instrument or other undertaking (excluding this Agreement) to which such Person is a party or by which it or any of its property is bound.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"DE Conversion" has the meaning specified in the recitals to this Agreement.

"District Court" means the United States District Court in the district of the Bankruptcy Court.

"Divisional Merger" has the meaning specified in the recitals to this Agreement.

"Event of Default" has the meaning specified in Section 6.

"Federal Funds Effective Rate" means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York.

"Funding Account" means the account of the Payee listed on Schedule 2 to this Agreement, into which the proceeds of all Payments made under this Agreement shall be deposited, or such other account designated in writing by the Payee to the Payor from time to time.

"Funding Date" has the meaning specified in Section 2(b).

"Funding Request" has the meaning specified in Section 2(b).

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States (including any adoption of International Financial Reporting Standards), in effect from time to time, consistently applied.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"NC Conversion" has the meaning specified in the recitals to this Agreement.

"New TTC" has the meaning specified in the first paragraph of this Agreement.

"New TTC (TX)" has the meaning specified in the recitals to this Agreement.

"Organizational Documents" means (a) with respect to any corporation, its certificate or articles of incorporation and bylaws, (b) with respect to any limited liability company, its certificate or articles of formation or organization and operating agreement, and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation of such entity.

"Original Funding Agreement" has the meaning specified in the recitals to this Agreement.

"Payee" means Aldrich Pump LLC, a North Carolina limited liability company.

"Payee Affiliate" means any wholly owned Affiliate of the Payee (and in no case includes the Payor or any Payor Affiliate).

"Payee Material Adverse Effect" means (a) a material impairment of the rights and remedies of the Payor under this Agreement, or of the ability of the Payee to perform its material obligations under this Agreement, or (b) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payee.

"Payment" has the meaning specified in Section 2(a).

"Payor" means Trane Technologies Company LLC, a Delaware limited liability company.

"Payor Affiliate" means any wholly owned Affiliate of the Payor (and in no case includes the Payee or any Payee Affiliate).

"Payor Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the business, assets, liabilities (actual or contingent) or financial condition of the Payor and its Subsidiaries, taken as a whole, (b) a material impairment of the rights and remedies of the Payee under this Agreement, or of the ability of the Payor to perform its material obligations under this Agreement, or (c) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payor.

"Permitted Funding Use" means each of the following:

(a) the payment of any and all costs and expenses of the Payee incurred in the normal course of its business (including the payment of any indemnification or other obligations of the Payee owing to any directors, managers or officers of the Payee) at any time when there is no proceeding under the Bankruptcy Code pending with respect to the Payee;

(b) the payment of any and all costs and expenses of the Payee incurred during the pendency of any Bankruptcy Case, including the costs of administering the Bankruptcy Case (including the costs of any litigation and appeals) and any and all other costs and expenses of the Payee incurred in the normal course of its business (including the payment of any indemnification or other obligations of the Payee owing to any directors, managers or officers of the Payee);

(c) when there is no proceeding under the Bankruptcy Code pending with respect to the Payee, the funding of any amounts to satisfy the Payee's Asbestos Related Liabilities established by a judgment of a court of competent jurisdiction or final settlement thereof and any and all ancillary costs and expenses of the Payee associated with such Asbestos Related Liabilities and any litigation thereof (including the costs of any appeals);

(d) on the effective date of a Section 524(g) Plan, the funding of an amount to satisfy Payee's Asbestos Related Liabilities in connection with the funding of a trust established under section 524(g) of the Bankruptcy Code for the benefit of existing and future claimants and any ancillary costs and expenses of the Payee associated with such Asbestos Related Liabilities and any litigation thereof (including the costs of any appeals), as provided in such Section 524(g) Plan;

(e) the funding of any amounts necessary to cause the Funding Account to contain an amount that is at least $3,000,000 in excess of the Reserve Amount at such time; and

(f) the funding of any obligations of the Payee owed to the Payor or any Payor Affiliate, including any indemnification or other obligations of the Payee under any agreement provided for in the Plan of Divisional Merger;

in the case of clauses (a) through (f) above, solely to the extent that any cash distributions theretofore received by the Payee from its Subsidiaries are insufficient to pay such costs and expenses and fund such amounts and obligations in full and further, in the case of clause (d) above, solely to the extent the Payee's other assets are insufficient to satisfy the Payee's liabilities, including the Payee's Asbestos Related Liabilities, in connection with such Section 524(g) Plan.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Plan of Divisional Merger" has the meaning specified in the recitals to this Agreement.

"Post-Merger Assignment" has the meaning specified in the recitals to this Agreement.

"Reserve Amount" means $12,000,000.

"SEC" means the Securities and Exchange Commission.

"Section 524(g) Plan" means a plan of reorganization for the Payee confirmed by a final, nonappealable order of the Bankruptcy Court and the District Court providing Payor and Payee with all of the protections of section 524(g) of the Bankruptcy Code.

"Subsidiary" means any Person a majority of the outstanding Voting Stock of which is owned or controlled by the Payor or by one or more other Subsidiaries and that is consolidated in the Payor's accounts.

"TTC (TX)" has the meaning specified in the recitals to this Agreement.

"TTHI" has the meaning specified in the recitals to this Agreement.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of such Person.

2. Funding Obligations and Procedures.

(a) Funding Obligations. The Payor hereby agrees, on the terms and conditions set forth in this Agreement, upon the request of the Payee from time to time in accordance with the requirements of Section 2(b), to make payments to the Payee (each, a "Payment"), the proceeds of which shall be used by the Payee for any Permitted Funding Use. Nothing in this Agreement shall obligate the Payor to make Payments under this Agreement that in the aggregate exceed the aggregate amount necessary for the Payee to fund all Permitted Funding Uses, and nothing in this Agreement shall obligate the Payor to make any individual payment under this Agreement that exceeds the amount requested by the Payee in the applicable Funding Request.

(b) Funding Requests. To request a Payment, the Payee shall deliver to the Payor a written request (which written request may be a .pdf delivered via email) for such Payment in a form reasonably acceptable to the Payor and signed by the Payee (each, a "Funding Request"). Each Funding Request shall specify (i) the amount of the requested Payment, which shall be no less than $500,000, and (ii) the date of the requested Payment, which shall be a date that is at least five Business Days following the delivery of such Funding Request (each such date, a "Funding Date"). Each Funding Request by the Payee shall constitute a representation and warranty by the Payee that the conditions set forth in Section 2(d) have been satisfied. Except as required to comply with the minimum requirements in Section 2(b)(i), Payee shall not deliver a Funding Request for an amount in excess of the aggregate amount necessary for the Payee to fund all current Permitted Funding Uses and all projected Permitted Funding Uses over the 30 days following the date of such Funding Request.

(c) Payments. Subject only to the satisfaction of the conditions set forth in Section 2(d), on or prior to any Funding Date, the Payor shall pay or cause to be paid to the Payee an amount equal to the amount of the requested Payment specified in the applicable Funding Request. All Payments shall be made by wire or other transfer of immediately available funds, in United States dollars, to the Funding Account. In the event that the Payor does not make any Payment within the time period required by this Section 2(c), the amount of the requested Payment shall bear interest at a rate per annum equal to the Base Rate *plus* 2% until such Payment is made and the Payor shall include any interest accruing pursuant to this Section 2(c) in the next Payment made to the Payee.

(d) Conditions to Payments. The Payor's obligation to make any Payment is subject to the satisfaction of the following conditions as of the date of the Funding Request relating to such Payment (i) the representations and warranties of the Payee set forth in Section 3(b) shall be true and correct without regard to the impact of any Bankruptcy Case, including any notices or other actions that may be required therein, and (ii) there shall have been no violation by the Payee of the covenant set forth in Section 5.

(e) Automatic Termination. This Agreement will automatically terminate without notice and without any other action by any party hereto immediately following the effective date of a Section 524(g) Plan.

3. Representations and Warranties.

(a) Representations and Warranties of the Payor. The Payor represents and warrants to the Payee that:

(i) Existence, Qualification and Power. The Payor (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (I) own or lease its material assets and carry on its business and (II) execute, deliver and perform its obligations under this Agreement, and (C) is duly qualified and is licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (B)(I) or (C), to the extent that failure to do so could not reasonably be expected to have a Payor Material Adverse Effect.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payor of this Agreement has been duly authorized by all necessary corporate or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any Contractual Obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, or (C) violate any applicable law; except in each case referred to in clause (B) or (C), to the extent the failure to do so could not reasonably be expected to have a Payor Material Adverse Effect.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution delivery or performance of this Agreement by, or enforcement against, the Payor.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payor. This Agreement constitutes a legal, valid and binding obligation of the Payor, enforceable against the Payor in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and by equitable principles.

(b) Representations and Warranties of the Payee. The Payee represents and warrants to the Payor that:

(i) Existence, Qualification and Power. The Payee (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (I) own or lease its material assets and carry on its business and (II) execute, deliver and perform its obligations under this Agreement and (C) is duly qualified and is licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (B)(I) or (C), to the extent that failure to do so could not reasonably be expected to have a Payee Material Adverse Effect.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payee of this Agreement has been duly authorized by all necessary corporate or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any Contractual Obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, or (C) violate any applicable law; except in each case referred to in clause (B) or (C), to the extent the failure to do so could not reasonably be expected to have a Payee Material Adverse Effect.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution delivery or performance of this Agreement by, or enforcement against, the Payee.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payee. This Agreement constitutes a legal, valid and binding obligation of the Payee, enforceable against the Payee in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and by equitable principles.

4. Covenants of the Payor.

(a) Provision of Financial Information.

(i) The Payor will furnish to the Payee, no later than 90 days after the end of each fiscal year (in the case of annual financial statements) and 60 days after the end of each fiscal quarter other than the last fiscal quarter (in the case of quarterly financial statements), unaudited annual and quarterly consolidated financial statements prepared in accordance with GAAP (subject to the absence of

notes to the financial statements and related disclosures, and, with respect to quarterly financial statements, normal year-end audit adjustments).

(ii) By accepting such financial information, the Payee will be deemed to have represented to and agreed with the Payor that: (A) it will not use the information in violation of applicable securities laws or regulations; and (B) it will not communicate the information to any Person, including in any aggregated or converted form, and will keep the information confidential, other than where disclosure of such information is required by law, regulation or legal process (in which case the Payee shall, to the extent permitted by law, notify the Payor promptly thereof).

(iii) Notwithstanding the foregoing, the financial statements, information and other documents required to be provided as described in Section 4(a)(i) may be, rather than those of the Payor, those of any direct or indirect parent of the Payor. Notwithstanding the foregoing, the Payor may fulfill the requirement to distribute such financial information by filing the information with the SEC within the applicable time periods required by the SEC. The Payor will be deemed to have satisfied the reporting requirements of Section 4(a)(i) if any direct or indirect parent of the Payor has filed such reports containing such information with the SEC within the applicable time periods required by the SEC and such reports are publicly available. To the extent a direct or indirect parent of the Payor provides financial statements, information and other documents pursuant to the first sentence of this Section 4(a)(iii) or such parent files such report with the SEC pursuant to the third sentence of this Section 4(a)(iii), and if the financial information so furnished relates to such direct or indirect parent of the Payor, the same shall be accompanied by consolidating information that explains in reasonable detail the difference between the information relating to such parent, on the one hand, and the information relating to the Payor and its Subsidiaries on a standalone basis, on the other hand.

(b) Successor to the Payor upon Consolidation or Merger.

(i) Subject to the provisions of Sections 4(b)(ii) and 4(b)(iii), nothing contained in this Agreement shall prevent any consolidation or merger of the Payor with or into any Person, or successive consolidations or mergers in which the Payor or its successor or successors shall be a party or parties, or shall prevent any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all the property of the Payor (for the avoidance of doubt, calculated by including any equity interests held by the Payor), to any Person; *provided, however*, and the Payor hereby covenants and agrees, that, if the surviving Person, acquiring Person or lessee is a Person other than the Payor, upon any such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, all of the Payor's funding obligations under this Agreement and the observance of all other covenants and conditions of this Agreement to be performed by the Payor, shall be expressly assumed by an amendment to this Agreement or such other documentation in form reasonably satisfactory to the

Payee, executed and delivered to the Payee by the Person formed by such consolidation, or into which the Payor shall have been merged, or by the Person which shall have acquired or leased such property. This covenant will not apply to (A) a merger of the Payor with an Affiliate solely for the purpose of reincorporating the Payor in another jurisdiction within the United States, (B) any conversion of the Payor from an entity formed under the laws of one state to the same type of entity formed under the laws of another state, or (C) any conversion of the Payor from a limited liability company to a corporation, from a corporation to a limited liability company, from a limited liability company to a limited partnership or a similar conversion, whether the converting entity and the converted entity are formed under the laws of the same state or the converting entity is formed under the laws of one state and the converted entity is formed of the laws of a different state.

(ii) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets, of the Payor (for the avoidance of doubt, calculated by including any equity interests held by the Payor) in a transaction that is subject to, and that complies with, the provisions of the preceding clause (i), the successor Person formed by such consolidation with the Payor or into which the Payor is merged, or to which such sale, assignment, transfer, lease, conveyance or other disposition is made, shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Agreement referring to the "Payor" shall refer instead to the successor Person and not to the Payor), and may exercise every right and power of, the Payor under this Agreement with the same effect as if such successor Person had been named as the Payor herein. In the event of a succession in compliance with this Section 4(b)(ii), the predecessor Person shall be relieved from every obligation and covenant under this Agreement upon the consummation of such succession.

(iii) Any consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition referred to in the preceding clause (i) shall not be permitted under this Agreement unless immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

5. Covenants of the Payee. The Payee shall not use the proceeds of any Payment made under this Agreement for any purpose other than a Permitted Funding Use. The Payee will perform its indemnification obligations owing to the Payor under the agreements provided for in the Plan of Divisional Merger in all material respects.

6. Events of Default. Each of the following events constitutes an "Event of Default":

(a) the Payor defaults in its funding obligations pursuant to Section 2 and such default continues for a period of 10 Business Days;

(b) the Payor defaults in the performance of, or breaches, any covenant or representation or warranty of the Payor in this Agreement (other than a covenant or representation or warranty which is specifically dealt with elsewhere in this Section 6) and such default or breach continues for a period of 90 days, or, in the case of any failure to comply with Section 4(a) of this Agreement, 180 days, in each case after there has been given, by registered or certified mail, to the Payor by the Payee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(c) the Payor, pursuant to or within the meaning of the Bankruptcy Code or any similar federal or state law for the relief of debtors, (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors, or (v) generally is not paying its debts as they become due; and

(d) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code or any similar federal or state law for the relief of debtors that (i) is for relief against the Payor, (ii) appoints a custodian of the Payor for all or substantially all of the property of the Payor, or (iii) orders the liquidation of the Payor, and, in each case of (i) through (iii) above, such order or decree remains unstayed and in effect for 60 consecutive days.

Upon becoming aware of any Default or Event of Default, the Payor shall promptly deliver to the Payee a statement specifying such Default or Event of Default.

7. Remedies. Upon the occurrence of any Event of Default, and at any time thereafter during the continuance of any such Event of Default, the Payee may pursue any available remedy to collect any unfunded Payments due and owing to the Payee or to enforce the performance of any provision of this Agreement.

8. Notices. All notices required under this Agreement, including each Funding Request and any approval of or objection to a Funding Request, shall be delivered to the applicable party to this Agreement at the address set forth below. Unless otherwise specified herein, delivery of any such notice by email, facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart thereof.

Payor:

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

Payee:

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

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. No Implied Waiver; Amendments. No failure or delay on the part of the Payee to exercise any right, power or privilege under this Agreement, and no course of dealing between the Payor, on the one hand, and the Payee, on the other hand, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on the Payor in any case shall entitle the Payor to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the holder of this Agreement to any other or further action in any circumstances without notice or demand. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Payee therefrom, shall in any event be effective unless the same shall be in writing, specifically refer to this Agreement, and be signed by the Payor and the Payee, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given. A waiver on any such occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any future occasion.

11. Counterparts; Entire Agreement; Electronic Execution. This Agreement may be executed in separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, including the Schedules attached hereto, constitutes the entire contract among the parties relating to the subject matter hereof and supersedes, in its entirety, the Amended and Restated Funding Agreement. This Agreement shall become effective when it shall have been executed by each party hereto and each party hereto shall have received counterparts hereof which, when taken together, bear the signatures of each of party hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Severability. If any one or more of the provisions contained in this Agreement, including the Schedules attached hereto, are invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of all the remaining provisions will not in any way be affected or impaired. If any one or more provisions contained in this Agreement are deemed invalid, illegal or unenforceable because of their scope or breadth, such provisions shall be reformed and replaced with provisions whose scope and breadth are valid under applicable law.

13. Transfer; Assignment. This Agreement shall be binding upon the Payor and its successors and assigns, and the terms and provisions of this Agreement shall inure to the benefit of the Payee and its successors and assigns. The Payor's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payee; *provided*, *however*, that no such consent of the Payee shall be required in connection with any transfer effected in compliance with Section 4(b). The Payee's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payor.

14. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless specifically stated otherwise, all references to Sections and Schedules are to the Sections and Schedules of or to this Agreement.

15. Rights of Parties. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

[Signature page follows]

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

TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company, as the Payor

By: 

Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC, a North Carolina limited liability company, as the Payee

By: _____

Amy Roeder
Chief Financial Officer and Treasurer

[Signature Page to Second Amended and Restated Funding Agreement]

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

TRANE TECHNOLOGIES COMPANY LLC, a Delaware limited liability company, as the Payor

By: _____
Richard E. Daudelin
Treasurer

ALDRICH PUMP LLC, a North Carolina limited liability company, as the Payee

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

[Signature Page to Second Amended and Restated Funding Agreement]

SCHEDULE 1

Definition of Asbestos Related Liabilities

For purposes of this Agreement, "Asbestos Related Liabilities" means all Liabilities (as defined below) of the Payee related in any way to asbestos or asbestos containing materials.

Capitalized terms that are used in this Schedule 1 have the following meanings:

(a) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupment, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(b) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee, understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(c) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(d) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(e) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including (i) those arising or that may arise under any past, present or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(f) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(g) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(h) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(i) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

SCHEDULE 2

Funding Account

Aldrich Pump LLC
Account Name: JP Morgan Chase Bank
Account Number: [redacted]
ABA/Routing Number: [redacted]

EXHIBIT 34

SECOND AMENDED AND RESTATED FUNDING AGREEMENT

This SECOND AMENDED AND RESTATED FUNDING AGREEMENT, dated as of June 15, 2020 (as it may be amended, restated, modified or supplemented from time to time, this "Agreement"), is between TRANE U.S. INC., a Delaware corporation ("New TUI"), and MURRAY BOILER LLC, a North Carolina limited liability company ("Murray Boiler").

RECITALS

A. On May 1, 2020, in contemplation of the divisional merger (the "Divisional Merger") of Trane U.S. Inc., a Texas corporation ("TUI (TX)"), pursuant to Chapter 10 of the Texas Business Organizations Code (the "TBOC"), TUI Holdings Inc., a Delaware corporation ("THI"), as payor, and TUI (TX), as payee, executed and delivered a funding agreement dated as of May 1, 2020 (the "Original Funding Agreement").

B. Immediately following the execution of the Original Funding Agreement, Murray Boiler Holdings LLC, a Delaware limited liability company, and THI, together the record and beneficial owners of 100% of the issued and outstanding shares of capital stock of TUI (TX), approved a Plan of Divisional Merger contemplating the Divisional Merger (the "Plan of Divisional Merger").

C. At the effective time of the Divisional Merger, (1) certain property of TUI (TX) as set forth on Schedule 5(b)(i) to the Plan of Divisional Merger and certain liabilities and obligations of TUI (TX) as set forth on Schedule 5(c)(i) to the Plan of Divisional Merger (collectively, the "Allocated Assets and Liabilities") were allocated to a new Texas limited liability company created upon the effectiveness of the Divisional Merger ("Murray Boiler (TX)"), (2) the remaining property, liabilities and obligations of TUI (TX) were allocated to a new Texas corporation created upon effectiveness of the Divisional Merger ("New TUI (TX)"), and (3) TUI (TX) ceased to exist.

D. In the Original Funding Agreement, THI agreed, pursuant to the Original Funding Agreement, to provide funding to TUI (TX) sufficient to pay the costs of operations of Murray Boiler's business and other liabilities and obligations included in the Allocated Assets and Liabilities as and when they become due.

E. The Allocated Assets and Liabilities included the rights and obligations of TUI (TX) under the Original Funding Agreement, and, at the effective time of the Divisional Merger, pursuant to the terms of the Plan of Divisional Merger, the rights and obligations of TUI (TX) under the Original Funding Agreement were allocated to Murray Boiler (TX) such that, following the effectiveness of the Divisional Merger, Murray Boiler (TX) had assets having a value at least equal to its liabilities and had financial capacity sufficient to satisfy its obligations as they become due in the ordinary course of business, including any Asbestos Related Liabilities.

F. Immediately following the effectiveness of the Divisional Merger, THI assigned to New TUI (TX), and New TUI (TX) assumed from THI, all rights and obligations of THI under the Original Funding Agreement (such assignment and assumption, the "Post-Merger

Assignment"), whereupon THI was released from its obligations, and ceased to have any further obligations, under the Original Funding Agreement.

G. Following the Divisional Merger and the Post-Merger Assignment, (1) New TUI (TX) effected a conversion (the "DE Conversion") into Payor, a Delaware corporation, and (2) Murray Boiler (TX) effected a conversion (the "NC Conversion") into Payee, a North Carolina limited liability company.

H. On May 1, 2020, the Payor and Payee amended and restated the Original Funding Agreement (as so amended, the "Amended and Restated Funding Agreement") to reflect that the Divisional Merger, the Post-Merger Assignment, the DE Conversion and the NC Conversion had occurred and that the Payor, a Delaware corporation having the name Trane U.S. Inc., and the Payee, a North Carolina limited liability company, having the name Murray Boiler LLC, were the parties to such agreement.

I. The Payor and Payee now desire to amend and restate the Amended and Restated Funding Agreement to clarify the intent of the parties hereto with respect to the termination of the rights and obligations hereunder in certain circumstances.

AGREEMENT

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

1. Definitions. As used in this Agreement, the following terms have the meanings herein specified unless the context otherwise requires:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Allocated Assets and Liabilities" has the meaning specified in the recitals to this Agreement.

"Amended and Restated Funding Agreement" has the meaning specified in the recitals to this Agreement.

"Asbestos Related Liabilities" has the meaning specified in Schedule 1 to this Agreement.

"Bankruptcy Case" means any voluntary case under chapter 11 of the Bankruptcy Code commenced by the Payee in the Bankruptcy Court.

"Bankruptcy Code" means title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"Bankruptcy Court" means the United States Bankruptcy Court where the Bankruptcy Case is commenced.

"Base Rate" means, for any day, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall at all times be equal to the greater of (a) the rate of interest established by Bank of America, N.A. from time to time, as its "prime rate," whether or not publicly announced, which interest rate may or may not be the lowest rate charged by it for commercial loans or other extensions of credit, and (b) the Federal Funds Effective Rate in effect from time to time, determined one Business Day in arrears, plus 1/2 of 1% per annum.

"Board" means (a) with respect to a corporation, the board of directors of the corporation or any committee thereof, (b) with respect to a partnership, the board of directors, the managing member or members or the board of managers, as applicable, of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or the board of managers, as applicable, of the limited liability company, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Business Day" means each day other than a Saturday, a Sunday or a day on which banking institutions in Charlotte, North Carolina or at a place of payment are authorized by law, regulation or executive order to remain closed.

"Capital Stock" means (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding (in each case of (a) through (d) above) any debt securities convertible into such equity securities.

"Contractual Obligation" means, as to any Person, any obligation or similar provision of any security issued by such Person or any agreement, instrument or other undertaking (excluding this Agreement) to which such Person is a party or by which it or any of its property is bound.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"DE Conversion" has the meaning specified in the recitals to this Agreement.

"District Court" means the United States District Court in the district of the Bankruptcy Court.

"Divisional Merger" has the meaning specified in the recitals to this Agreement.

"Event of Default" has the meaning specified in Section 6.

"Federal Funds Effective Rate" means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York.

"Funding Account" means the account of the Payee listed on Schedule 2 to this Agreement, into which the proceeds of all Payments made under this Agreement shall be deposited, or such other account designated in writing by the Payee to the Payor from time to time.

"Funding Date" has the meaning specified in Section 2(b).

"Funding Request" has the meaning specified in Section 2(b).

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States (including any adoption of International Financial Reporting Standards), in effect from time to time, consistently applied.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Murray Boiler" has the meaning specified in the first paragraph of this Agreement.

"Murray Boiler (TX)" has the meaning specified in the recitals to this Agreement.

"NC Conversion" has the meaning specified in the recitals to this Agreement.

"New TUI" has the meaning specified in the first paragraph of this Agreement.

"New TUI (TX)" has the meaning specified in the recitals to this Agreement.

"Organizational Documents" means (a) with respect to any corporation, its certificate or articles of incorporation and bylaws, (b) with respect to any limited liability company, its certificate or articles of formation or organization and operating agreement, and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation of such entity.

"Original Funding Agreement" has the meaning specified in the recitals to this Agreement.

"Payee" means Murray Boiler LLC, a North Carolina limited liability company.

"Payee Affiliate" means any wholly owned Affiliate of the Payee (and in no case includes the Payor or any Payor Affiliate).

"Payee Material Adverse Effect" means (a) a material impairment of the rights and remedies of the Payor under this Agreement, or of the ability of the Payee to perform its material obligations under this Agreement, or (b) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payee.

"Payment" has the meaning specified in Section 2(a).

"Payor" means Trane U.S. Inc., a Delaware corporation.

"Payor Affiliate" means any wholly owned Affiliate of the Payor (and in no case includes the Payee or any Payee Affiliate).

"Payor Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the business, assets, liabilities (actual or contingent) or financial condition of the Payor and its Subsidiaries, taken as a whole, (b) a material impairment of the rights and remedies of the Payee under this Agreement, or of the ability of the Payor to perform its material obligations under this Agreement, or (c) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payor.

"Permitted Funding Use" means each of the following:

(a) the payment of any and all costs and expenses of the Payee incurred in the normal course of its business (including the payment of any indemnification or other obligations of the Payee owing to any directors, managers or officers of the Payee) at any time when there is no proceeding under the Bankruptcy Code pending with respect to the Payee;

(b) the payment of any and all costs and expenses of the Payee incurred during the pendency of any Bankruptcy Case, including the costs of administering the Bankruptcy Case (including the costs of any litigation and appeals) and any and all other costs and expenses of the Payee incurred in the normal course of its business (including the payment of any indemnification or other obligations of the Payee owing to any directors, managers or officers of the Payee);

(c) when there is no proceeding under the Bankruptcy Code pending with respect to the Payee, the funding of any amounts to satisfy the Payee's Asbestos Related Liabilities established by a judgment of a court of competent jurisdiction or final settlement thereof and any and all ancillary costs and expenses of the Payee associated with such Asbestos Related Liabilities and any litigation thereof (including the costs of any appeals);

(d) on the effective date of a Section 524(g) Plan, the funding of an amount to satisfy Payee's Asbestos Related Liabilities in connection with the funding of a trust established under section 524(g) of the Bankruptcy Code for the benefit of existing and future claimants and any ancillary costs and expenses of the Payee associated with such Asbestos Related Liabilities and any litigation thereof (including the costs of any appeals), as provided in such Section 524(g) Plan;

(e) the funding of any amounts necessary to cause the Funding Account to contain an amount that is at least $3,000,000 in excess of the Reserve Amount at such time; and

(f) the funding of any obligations of the Payee owed to the Payor or any Payor Affiliate, including any indemnification or other obligations of the Payee under any agreement provided for in the Plan of Divisional Merger;

in the case of clauses (a) through (f) above, solely to the extent that any cash distributions theretofore received by the Payee from its Subsidiaries are insufficient to pay such costs and expenses and fund such amounts and obligations in full and further, in the case of clause (d) above, solely to the extent the Payee's other assets are insufficient to satisfy the Payee's liabilities, including the Payee's Asbestos Related Liabilities, in connection with such Section 524(g) Plan.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Plan of Divisional Merger" has the meaning specified in the recitals to this Agreement.

"Post-Merger Assignment" has the meaning specified in the recitals to this Agreement.

"Reserve Amount" means $5,000,000.

"SEC" means the Securities and Exchange Commission.

"Section 524(g) Plan" means a plan of reorganization for the Payee confirmed by a final, nonappealable order of the Bankruptcy Court and the District Court providing Payor and Payee with all of the protections of section 524(g) of the Bankruptcy Code.

"Subsidiary" means any Person a majority of the outstanding Voting Stock of which is owned or controlled by the Payor or by one or more other Subsidiaries and that is consolidated in the Payor's accounts.

"THI" has the meaning specified in the recitals to this Agreement.

"TUI (TX)" has the meaning specified in the recitals to this Agreement.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of such Person.

2. Funding Obligations and Procedures.

(a) Funding Obligations. The Payor hereby agrees, on the terms and conditions set forth in this Agreement, upon the request of the Payee from time to time in accordance with the requirements of Section 2(b), to make payments to the Payee (each, a "Payment"), the proceeds of which shall be used by the Payee for any Permitted Funding Use. Nothing in this Agreement shall obligate the Payor to make Payments under this Agreement that in the aggregate exceed the aggregate amount necessary for the Payee to fund all Permitted Funding Uses, and nothing in this Agreement shall obligate the Payor to make any individual payment under this Agreement that exceeds the amount requested by the Payee in the applicable Funding Request.

(b) Funding Requests. To request a Payment, the Payee shall deliver to the Payor a written request (which written request may be a .pdf delivered via email) for such Payment in a form reasonably acceptable to the Payor and signed by the Payee (each, a "Funding Request"). Each Funding Request shall specify (i) the amount of the requested Payment, which shall be no less than $500,000, and (ii) the date of the requested Payment, which shall be a date that is at least five Business Days following the delivery of such Funding Request (each such date, a "Funding Date"). Each Funding Request by the Payee shall constitute a representation and warranty by the Payee that the conditions set forth in Section 2(d) have been satisfied. Except as required to comply with the minimum requirements in Section 2(b)(i), Payee shall not deliver a Funding Request for an amount in excess of the aggregate amount necessary for the Payee to fund all current Permitted Funding Uses and all projected Permitted Funding Uses over the 30 days following the date of such Funding Request.

(c) Payments. Subject only to the satisfaction of the conditions set forth in Section 2(d), on or prior to any Funding Date, the Payor shall pay or cause to be paid to the Payee an amount equal to the amount of the requested Payment specified in the applicable Funding Request. All Payments shall be made by wire or other transfer of immediately available funds, in United States dollars, to the Funding Account. In the event that the Payor does not make any Payment within the time period required by this Section 2(c), the amount of the requested Payment shall bear interest at a rate per annum equal to the Base Rate *plus* 2% until such Payment is made and the Payor shall include any interest accruing pursuant to this Section 2(c) in the next Payment made to the Payee.

(d) Conditions to Payments. The Payor's obligation to make any Payment is subject to the satisfaction of the following conditions as of the date of the Funding Request relating to such Payment (i) the representations and warranties of the Payee set forth in Section 3(b) shall be true and correct without regard to the impact of any Bankruptcy Case, including any notices or other actions that may be required therein, and (ii) there shall have been no violation by the Payee of the covenant set forth in Section 5.

(e) Automatic Termination. This Agreement will automatically terminate without notice and without any other action by any party hereto immediately following the effective date of a Section 524(g) Plan.

3. Representations and Warranties.

(a) Representations and Warranties of the Payor. The Payor represents and warrants to the Payee that:

(i) Existence, Qualification and Power. The Payor (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (I) own or lease its material assets and carry on its business and (II) execute, deliver and perform its obligations under this Agreement, and (C) is duly qualified and is licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (B)(I) or (C), to the extent that failure to do so could not reasonably be expected to have a Payor Material Adverse Effect.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payor of this Agreement has been duly authorized by all necessary corporate or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any Contractual Obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, or (C) violate any applicable law; except in each case referred to in clause (B) or (C), to the extent the failure to do so could not reasonably be expected to have a Payor Material Adverse Effect.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution delivery or performance of this Agreement by, or enforcement against, the Payor.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payor. This Agreement constitutes a legal, valid and binding obligation of the Payor, enforceable against the Payor in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and by equitable principles.

(b) Representations and Warranties of the Payee. The Payee represents and warrants to the Payor that:

(i) Existence, Qualification and Power. The Payee (A) is duly organized or formed, validly existing and, as applicable, in good standing under the laws of its jurisdiction of incorporation or organization, (B) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (I) own or lease its material assets and carry on its business and (II) execute, deliver and perform its obligations under this Agreement and (C) is duly qualified and is licensed and, as applicable, in good standing under the laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (B)(I) or (C), to the extent that failure to do so could not reasonably be expected to have a Payee Material Adverse Effect.

(ii) Authorization; No Contravention. The execution, delivery and performance by the Payee of this Agreement has been duly authorized by all necessary corporate or other organizational action, and does not and will not (A) contravene the terms of its Organizational Documents, (B) conflict with or result in any breach or contravention of, or the creation of any lien under, or require any payment to be made under (I) any Contractual Obligation to which it is a party or affecting it or its properties or (II) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which it or its property is subject, or (C) violate any applicable law; except in each case referred to in clause (B) or (C), to the extent the failure to do so could not reasonably be expected to have a Payee Material Adverse Effect.

(iii) Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution delivery or performance of this Agreement by, or enforcement against, the Payee.

(iv) Binding Effect. This Agreement has been duly executed and delivered by the Payee. This Agreement constitutes a legal, valid and binding obligation of the Payee, enforceable against the Payee in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and by equitable principles.

4. Covenants of the Payor.

(a) Provision of Financial Information.

(i) The Payor will furnish to the Payee, no later than 90 days after the end of each fiscal year (in the case of annual financial statements) and 60 days after the end of each fiscal quarter other than the last fiscal quarter (in the case of quarterly financial statements), unaudited annual and quarterly consolidated financial statements prepared in accordance with GAAP (subject to the absence of

notes to the financial statements and related disclosures, and, with respect to quarterly financial statements, normal year-end audit adjustments).

(ii) By accepting such financial information, the Payee will be deemed to have represented to and agreed with the Payor that: (A) it will not use the information in violation of applicable securities laws or regulations; and (B) it will not communicate the information to any Person, including in any aggregated or converted form, and will keep the information confidential, other than where disclosure of such information is required by law, regulation or legal process (in which case the Payee shall, to the extent permitted by law, notify the Payor promptly thereof).

(iii) Notwithstanding the foregoing, the financial statements, information and other documents required to be provided as described in Section 4(a)(i) may be, rather than those of the Payor, those of any direct or indirect parent of the Payor. Notwithstanding the foregoing, the Payor may fulfill the requirement to distribute such financial information by filing the information with the SEC within the applicable time periods required by the SEC. The Payor will be deemed to have satisfied the reporting requirements of Section 4(a)(i) if any direct or indirect parent of the Payor has filed such reports containing such information with the SEC within the applicable time periods required by the SEC and such reports are publicly available. To the extent a direct or indirect parent of the Payor provides financial statements, information and other documents pursuant to the first sentence of this Section 4(a)(iii) or such parent files such report with the SEC pursuant to the third sentence of this Section 4(a)(iii), and if the financial information so furnished relates to such direct or indirect parent of the Payor, the same shall be accompanied by consolidating information that explains in reasonable detail the difference between the information relating to such parent, on the one hand, and the information relating to the Payor and its Subsidiaries on a standalone basis, on the other hand.

(b) Successor to the Payor upon Consolidation or Merger.

(i) Subject to the provisions of Sections 4(b)(ii) and 4(b)(iii), nothing contained in this Agreement shall prevent any consolidation or merger of the Payor with or into any Person, or successive consolidations or mergers in which the Payor or its successor or successors shall be a party or parties, or shall prevent any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all the property of the Payor (for the avoidance of doubt, calculated by including any equity interests held by the Payor), to any Person; *provided*, *however*, and the Payor hereby covenants and agrees, that, if the surviving Person, acquiring Person or lessee is a Person other than the Payor, upon any such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, all of the Payor's funding obligations under this Agreement and the observance of all other covenants and conditions of this Agreement to be performed by the Payor, shall be expressly assumed by an amendment to this Agreement or such other documentation in form reasonably satisfactory to the

Payee, executed and delivered to the Payee by the Person formed by such consolidation, or into which the Payor shall have been merged, or by the Person which shall have acquired or leased such property. This covenant will not apply to (A) a merger of the Payor with an Affiliate solely for the purpose of reincorporating the Payor in another jurisdiction within the United States, (B) any conversion of the Payor from an entity formed under the laws of one state to the same type of entity formed under the laws of another state, or (C) any conversion of the Payor from a limited liability company to a corporation, from a corporation to a limited liability company, from a limited liability company to a limited partnership or a similar conversion, whether the converting entity and the converted entity are formed under the laws of the same state or the converting entity is formed under the laws of one state and the converted entity is formed of the laws of a different state.

(ii) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets, of the Payor (for the avoidance of doubt, calculated by including any equity interests held by the Payor) in a transaction that is subject to, and that complies with, the provisions of the preceding clause (i), the successor Person formed by such consolidation with the Payor or into which the Payor is merged, or to which such sale, assignment, transfer, lease, conveyance or other disposition is made, shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Agreement referring to the "Payor" shall refer instead to the successor Person and not to the Payor), and may exercise every right and power of, the Payor under this Agreement with the same effect as if such successor Person had been named as the Payor herein. In the event of a succession in compliance with this Section 4(b)(ii), the predecessor Person shall be relieved from every obligation and covenant under this Agreement upon the consummation of such succession.

(iii) Any consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition referred to in the preceding clause (i) shall not be permitted under this Agreement unless immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

5. Covenants of the Payee. The Payee shall not use the proceeds of any Payment made under this Agreement for any purpose other than a Permitted Funding Use. The Payee will perform its indemnification obligations owing to the Payor under the agreements provided for in the Plan of Divisional Merger in all material respects.

6. Events of Default. Each of the following events constitutes an "Event of Default":

(a) the Payor defaults in its funding obligations pursuant to Section 2 and such default continues for a period of 10 Business Days;

(b) the Payor defaults in the performance of, or breaches, any covenant or representation or warranty of the Payor in this Agreement (other than a covenant or representation or warranty which is specifically dealt with elsewhere in this Section 6) and such default or breach continues for a period of 90 days, or, in the case of any failure to comply with Section 4(a) of this Agreement, 180 days, in each case after there has been given, by registered or certified mail, to the Payor by the Payee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(c) the Payor, pursuant to or within the meaning of the Bankruptcy Code or any similar federal or state law for the relief of debtors, (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors, or (v) generally is not paying its debts as they become due; and

(d) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code or any similar federal or state law for the relief of debtors that (i) is for relief against the Payor, (ii) appoints a custodian of the Payor for all or substantially all of the property of the Payor, or (iii) orders the liquidation of the Payor, and, in each case of (i) through (iii) above, such order or decree remains unstayed and in effect for 60 consecutive days.

Upon becoming aware of any Default or Event of Default, the Payor shall promptly deliver to the Payee a statement specifying such Default or Event of Default.

7. Remedies. Upon the occurrence of any Event of Default, and at any time thereafter during the continuance of any such Event of Default, the Payee may pursue any available remedy to collect any unfunded Payments due and owing to the Payee or to enforce the performance of any provision of this Agreement.

8. Notices. All notices required under this Agreement, including each Funding Request and any approval of or objection to a Funding Request, shall be delivered to the applicable party to this Agreement at the address set forth below. Unless otherwise specified herein, delivery of any such notice by email, facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart thereof.

Payor:

Trane U.S. Inc.
800-E Beaty Street
Davidson, North Carolina 28036
Attention: Richard E. Daudelin, Treasurer
Email: richard_daudelin@tranetechnologies.com

Payee:

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

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

10. No Implied Waiver; Amendments. No failure or delay on the part of the Payee to exercise any right, power or privilege under this Agreement, and no course of dealing between the Payor, on the one hand, and the Payee, on the other hand, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on the Payor in any case shall entitle the Payor to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the holder of this Agreement to any other or further action in any circumstances without notice or demand. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Payee therefrom, shall in any event be effective unless the same shall be in writing, specifically refer to this Agreement, and be signed by the Payor and the Payee, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given. A waiver on any such occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any future occasion.

11. Counterparts; Entire Agreement; Electronic Execution. This Agreement may be executed in separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, including the Schedules attached hereto, constitutes the entire contract among the parties relating to the subject matter hereof and supersedes, in its entirety, the Amended and Restated Funding Agreement. This Agreement shall become effective when it shall have been executed by each party hereto and each party hereto shall have received counterparts hereof which, when taken together, bear the signatures of each of party hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Severability. If any one or more of the provisions contained in this Agreement, including the Schedules attached hereto, are invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of all the remaining provisions will not in any way be affected or impaired. If any one or more provisions contained in this Agreement are deemed invalid, illegal or unenforceable because of their scope or breadth, such provisions shall be reformed and replaced with provisions whose scope and breadth are valid under applicable law.

13. Transfer; Assignment. This Agreement shall be binding upon the Payor and its successors and assigns, and the terms and provisions of this Agreement shall inure to the benefit of the Payee and its successors and assigns. The Payor's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payee; *provided*, *however*, that no such consent of the Payee shall be required in connection with any transfer effected in compliance with Section 4(b). The Payee's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payor.

14. Construction. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The word "including" means without limitation by reason of enumeration. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless specifically stated otherwise, all references to Sections and Schedules are to the Sections and Schedules of or to this Agreement.

15. Rights of Parties. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

[Signature page follows]

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

TRANE U.S. INC., a Delaware corporation, as the Payor

By: _____
Richard E. Daudelin
Treasurer

MURRAY BOILER LLC, a North Carolina limited liability company, as the Payee

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

[Signature Page to Second Amended and Restated Funding Agreement]

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

TRANE U.S. INC., a Delaware corporation, as the Payor

By: _____
Richard E. Daudelin
Treasurer

MURRAY BOILER LLC, a North Carolina limited liability company, as the Payee

By: _____
Amy Roeder
Chief Financial Officer and Treasurer

[Signature Page to Second Amended and Restated Funding Agreement]

SCHEDULE 1

Definition of Asbestos Related Liabilities

For purposes of this Agreement, "Asbestos Related Liabilities" means all Liabilities (as defined below) of the Payee related in any way to asbestos or asbestos containing materials.

Capitalized terms that are used in this Schedule 1 have the following meanings:

(a) "Cause of Action" means any claim, judgment, cause of action, counterclaim, crossclaim, third party claim, defense, indemnity claim, reimbursement claim, contribution claim, subrogation claim, right of set off, right of recovery, recoupment, right under any settlement Contract and similar right, whether choate or inchoate, known or unknown, contingent or noncontingent.

(b) "Contract" means any contract, agreement, arrangement, lease, indenture, mortgage, deed of trust, evidence of indebtedness, License, Plan, guarantee, understanding, course of dealing or performance, instrument, bid, order, proposal, demand, offer or acceptance, whether written or oral.

(c) "Governmental Authority" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational governmental, legislative, administrative or regulatory authority, agency, court, arbitration tribunal, board, department or commission, or other governmental or regulatory entity, including any competent governmental authority responsible for the determination, assessment or collection of taxes.

(d) "Law" means any national, central, federal, state, provincial, municipal, local or other domestic, foreign or supranational statute, law, ordinance, decree, order, injunction, rule, regulation, directive, constitution, code, edict, writ, judgment, opinion, decree, injunction, stipulation, award or other document or pronouncement having the effect of law (including common law) of any Governmental Authority, including rules and regulations of any regulatory or self-regulatory authority with which compliance is required by any of the foregoing.

(e) "Liability" shall mean any claim, demand, offer, acceptance, action, suit, liability or obligation of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown, including (i) those arising or that may arise under any past, present or future Law or Contract or pursuant to any Cause of Action or Proceeding and (ii) all claims for economic or noneconomic damages or injuries of any type or nature whatsoever (including claims for physical, mental and emotional pain and suffering, loss of enjoyment of life, loss of society or consortium and wrongful death, as well as claims for damage to property and punitive damages).

(f) "License" means any license, sublicense, agreement, covenant not to sue or permission.

(g) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity or Governmental Authority.

(h) "Plan" means, with respect to any Person, (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA), (ii) all specified fringe benefit plans as defined in Section 6039(D) of the Internal Revenue Code, and (iii) any other plan, program, policy, agreement or arrangement, whether or not in writing, relating to compensation, employee benefits, severance, change in control, retention, deferred compensation, equity, employment, consulting, vacation, sick leave, paid time off, salary continuation, disability, hospitalization, medical insurance, life insurance, scholarship programs, incentive compensation or bonus compensation, in each case that is sponsored, maintained or contributed to or required to be sponsored, maintained or contributed to by, or otherwise covering, such Person.

(i) "Proceeding" means any action, appeal, arbitration, assessment, cancellation, charge, citation, claim, complaint, concurrent use, controversy, contested matter, demand, grievance, hearing, inquiry, interference, investigation, litigation (including class actions and multidistrict litigation), mediation, opposition, re-examination, summons, subpoena or suit, or other case or proceeding, whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private, commenced, brought, conducted or heard by or before, under the supervision or direction of, or otherwise involving, any Governmental Authority or arbitrator or other agreed-upon tribunal or dispute resolution mechanism.

SCHEDULE 2

Funding Account

Murray Boiler LLC
Account Name: JP Morgan Chase Bank
Account Number: [redacted]
ABA/Routing Number: [redacted]

EXHIBIT 35

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

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

[Signature Page to Amended & Restated Secondment Agreement (Liability-Related Legal Services)]

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 Jr.
Manlio Valdes
President

[Signature Page to Amended & Restated Secondment Agreement (Liability-Related Legal Services)]

Schedule 1

Seconded Employee Schedule

Name	Role	Recipients Percentage (%)	Aldrich Share (%)*	Murray Share (%)*
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%.

Schedule 2

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:

NAI-1511685999v5

Title:

MURRAY BOILER LLC

By: _____
Name:
Title:

EXHIBIT 36

JONES DAY

77 WEST WACKER • SUITE 3500 • CHICAGO, ILLINOIS 60601.1692

TELEPHONE: +1.312.782.3939 • FACSIMILE: +1.312.782.8585

DIRECT NUMBER: (312) 269-1535
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September 24, 2020 CONFIDENTIAL

VIA EMAIL

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Re: *In re Aldrich Pump LLC et al.*, Case No. 20-30608, Adversary Pro. No. 20-03041 (Bankr. W.D.N.C.)

Dear Counsel:

I have set out below information that the Debtors, Aldrich Pump LLC and Murray Boiler LLC (collectively, the "Debtors") indicated they would provide in certain of their responses to requests within *First Request for Production of Documents to the Debtors*, served by email by the Official Committee of Asbestos Personal Injury Claimants (the "Committee") on August 14, 2020, in the Adversary Proceeding 20-03041. Debtors provide this additional information subject to and without waiving the objections that they asserted in their written responses to these requests dated September 14, 2020.

In further response to Request 10, the following is a list of the principal participants that the Debtors understand were involved in the decisions by Trane U.S. Inc. and Trane Technologies Company LLC to engage in the Corporate Restructuring (excluding in-house counsel) and the professional firms that provided advice in connection with the decision to effect it:

1. **David Regnery**
   President, Chief Operating Officer, Trane Technologies plc
   President, Chief Operating Officer, Trane Technologies Company LLC

2. **Ray Pittard**
   Transformation Office Leader, Trane Technologies plc
   Chief Restructuring Officer, Aldrich Pump LLC and Murray Boiler LLC

3. **Chris Kuehn**
   Senior Vice-President, Chief Financial Officer, Trane Technologies plc
   Senior Vice-President, Chief Financial Officer, Trane Technologies Company LLC
   Vice-President, Trane U.S. Inc.

Jones Day and K&L Gates provided counsel in connection with effecting the Corporate Restructuring.

In further response to Request 27, the Debtors are providing two lists. First is a list of personnel seconded to Debtors, identifying their position(s) with Debtors as of July 1, 2020, their title and role with any Affiliate, and the percentage of their work time to be dedicated to work for Debtors:

1. **Allan Tananbaum**
   Chief Legal Officer, Aldrich Pump LLC and Murray Boiler LLC
   Deputy General Counsel-Product Litigation, Trane Technologies Company LLC
   100% of work time dedicated to Debtors

2. **Phyllis Morey**
   Attorney, Aldrich Pump LLC and Murray Boiler LLC
   75% of work time dedicated to Debtors until retirement effective 7/1/2020

3. **Robert H. Sands**
   Attorney, Aldrich Pump LLC and Murray Boiler LLC
   Associate General Counsel-Product Litigation, Trane Technologies Company LLC
   100% of work time dedicated to Debtors

The second list is of the Debtors' managers and officers, along with any title and role they have with any Affiliate:

1. **Ray Pittard**
   Vice-President, Aldrich Pump LLC and Murray Boiler LLC
   Transformation Office Leader, Trane Technologies plc

2. **Amy Roeder**
   Manager, Chief Financial Officer and Treasurer, Aldrich Pump LLC and Murray Boiler LLC
   Finance Director- Information Technology & Legal, Trane Technologies Company LLC

3. **Allan Tananbaum**
   Chief Legal Officer and Secretary, Aldrich Pump LLC and Murray Boiler LLC
   Deputy General Counsel-Product Litigation, Trane Technologies Company LLC

4. **Manlio Valdes**
   Manager and President, Aldrich Pump, LLC and Murray Boiler LLC
   Vice President Product Management, The Americas, Trane Commercial HVAC, Trane Technologies Company LLC

5. **Robert Zafari**
   Manager, Aldrich Pump LLC

6. **Marc DuFour**
   Manager, Murray Boiler LLC

In further response to Request 28, which cites excerpts from paragraph 40 of the declaration of Allan Tananbaum, the "personnel who [Mr. Tananbaum] expect[ed] will play key roles in the Debtors' reorganization" who "would be required to spend substantial time managing and directing the activities involved in the day-to- day defense of these lawsuits" are Mr. Tananbaum and Mr. Sands.

In further response to Request 29, which also cites excepts from paragraph 40 of Mr. Tananbaum's declaration, the "others" whose time would be diverted during the pendency of the Chapter 11 Cases if the litigation is not stayed as to all Protected Parties include Mr. Tananbaum, Mr. Sands, Ms. Roeder, and Cathleen Bowen, Global Legal Controller, Trane Technologies LLC.

Very truly yours,

Morgan R Hirst

Morgan R. Hirst

cc: Brad B. Erens
Gregory J. Mascitti
C. Richard Rayburn
C. Michael Evert Jr.

EXHIBIT 37

AMENDED AND RESTATED SERVICES AGREEMENT

This AMENDED AND RESTATED SERVICES AGREEMENT, dated as of May 1, 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 the date hereof, but prior to the execution of this Agreement, 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, (1) 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. Provider and Recipient desire to amend and restate the Original Agreement to reflect that the NC Conversion and DE Conversion have occurred and that Provider, now a Delaware limited liability company, and Recipient, now a North Carolina limited liability company, are the parties to such agreement.

D. 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.

E. 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 Original 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

[Signature Page to Amended and Restated Services Agreement (Aldrich Pump LLC)]

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

[Signature Page to Amended and Restated Services Agreement (Aldrich Pump LLC)]

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

EXHIBIT 38

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

[Signature Page to Second Amended and Restated Services Agreement (Murray Boiler LLC)]

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

[Signature Page to Second Amended and Restated Services Agreement (Murray Boiler LLC)]

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 39

EVAN TURTZ

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

IN RE: Chapter 11
No. 20-30608
(Jointly Administered)

ALDRICH PUMP LLC, et al.,

Debtors.

ALDRICH PUMP LLC and

MURRAY BOILER LLC,

Plaintiffs,

v. Adversary Proceeding
No. 20-03041 (JCW)

THOSE PARTIES TO ACTIONS

LISTED ON APPENDIX A

TO COMPLAINT and

JOHN and JANE DOES 1-1000,

Defendants.

REMOTE VIDEOTAPED DEPOSITION OF

EVAN TURTZ

APRIL 5, 2021

Reported by:
Sara S. Clark, RPR/RMR/CRR/CRC
JOB No. 192005

EVAN TURTZ

APRIL 5, 2021

9:33 a.m. EST

Remote Videotaped Deposition of EVAN TURTZ, held at the location of the witness, taken by the Committee of Asbestos Personal Injury Claimants, before Sara S. Clark, a Registered Professional Reporter, Registered Merit Reporter, Certified Realtime Reporter, and Notary Public.

EVAN TURTZ

REMOTE APPEARANCES:

FOR THE PLAINTIFFS/DEBTORS:
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BY: MEGAN RYAN, ESQ.

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BY: ANDREW DEPEAU, ESQ.
BY: KATHERINE FIX, ESQ.

FOR THE ACC:
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BY: GEORGE MASTORIS, ESQ.

EVAN TURTZ

REMOTE APPEARANCES:

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BY: BRANDON LEVEY, ESQ.
BY: HEATHER FRAZIER, ESQ.

FOR THE DEBTORS:
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BY: C. MICHAEL EVERT, JR., ESQ.

FOR TRANE TECHNOLOGIES COMPANY LLC
and TRANE U.S. INC.:
McCARTER & ENGLISH
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BY: GREGORY MASCITTI, ESQ.

EVAN TURTZ

REMOTE APPEARANCES:

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BY: STEVEN WEISMAN, ESQ.
BY: ANTHONY BARTELL, ESQ.
BY: PHILIP AMOA, ESQ.

FOR THE FCR:
ORRICK HERRINGTON
1152 15th Street, NW
Washington, D.C. 20005
BY: JONATHAN GUY, ESQ.

ALSO PRESENT:
Joseph Grier, III, Future Claimants' Rep.
Kathryn Tirabassi, FTI Consulting
Cecelia Guerrero, Caplin & Drysdale
Kevin Marth, Videographer

- - -

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective parties herein, that filing and sealing and the same are hereby waived.

IT IS FURTHER STIPULATED AND AGREED that all objections, except as to the form of the question, shall be reserved to the time of the trial.

IT IS FURTHER STIPULATED AND AGREED that the within deposition may be sworn to and signed before any officer authorized to administer an oath, with the same force and effect as if signed and sworn to before the Court.

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I N D E X

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A. Don't recall.

Q. And same question with Mr. Dufour. Do you recall --

A. I don't recall who suggested, you know. We kind of batted some ideas around. I don't remember, honestly.

Q. And you're the person who contacted all three of those gentlemen; is that right?

A. I am.

Q. Okay. And did you know Mr. Zafari before you called him?

A. I did.

Q. Had you worked with him in the past?

A. I have.

Q. And in what capacity?

A. Kind of multiple over the years. I have 17 years with the company. But the last role, he was the executive vice president for the industrial businesses, and I was the general counsel for the industrial businesses.

Q. And did you know Mr. Dufour before you called him?

A. I did.

Q. And how did you know him?

A. Again, multiple roles over -- he was another long-term employee. His last role, I believe, was -- I think he was the president of Club Car before he retired. And the Club Car businesses rolled up into the industrial businesses, so I had the legal function.

Q. And did you know Mr. Teirlinck before you called him?

A. I did.

Q. And how did you know him?

A. Again, multiple ways. But he was the head of the commercial HVAC climate businesses. He had residential as well. So with him wasn't direct legal, but I obviously was the corporate secretary for the whole company, so we had interaction.

Q. And did Mr. Teirlinck tell you what he was busy with?

A. He's splitting time out of the country, and he's got another board that he's on, and so that was that kind of thing.

Q. Where does he live?

A. I think he has a place in New York and in Paris.

EXHIBIT 40

TRANE TECHNOLOGIES

To: Chris Kuehn

From: Financial Reporting

Date: April 9th, 2021

Subject: Trane U.S. Inc. and Trane Technologies Company LLC distributions and redemptions

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Trane Technologies plc's (the Company) wholly owned subsidiaries, Trane U.S. Inc. and Trane Technologies Company LLC (TTC) formerly Ingersoll Rand Company (IRNJ), make distributions and repurchase equity interests issued by Trane U.S. Inc. or TTC as part of the Company's cash management strategy and other company initiatives.

In the five years preceding the corporate restructuring, the following transactions occurred that fit the criteria above for Trane U.S. Inc.

- In April 2020, Trane U.S. Inc. made a distribution in the amount of $2.3B to its parent Trane Inc.
- In December 2019, Trane U.S. Inc. made a distribution in the amount of $740.7M to its parent Trane Inc.
- In December 2018, Trane U.S. Inc. made a distribution in the amount of $1.1B to its parent Trane Inc.
- In December 2017, Trane U.S. Inc. made a distribution in the amount of $586.9M to its parent Trane Inc.

Similarly, in the five years preceding the corporate restructuring, the following transactions occurred that fit the criteria above for Trane Technologies Company LLC

- In April 2020, TTC made a distribution in the amount of $4.1B to its parent Trane Technologies Global Holding Company Limited
- In Feb 2020, in relation to the Reverse Morris Trust transaction, TTC (formerly IRNJ), transferred its 100% interest in Ingersoll Rand Industrial U.S., Inc. to Trane Technologies Global Holding Company Limited, formerly Ingersoll-Rand Global Holding Company Limited (IRGH) in redemption of approximately one quarter share of IRNJ held by IRGH