

(b) staying certain litigation, or potential litigation, sought by the Official Committee of Asbestos Personal Injury Claimants (the “ACC”), as described below.

At the next omnibus hearing in these cases on March 31, 2022, the Court is scheduled to rule on the Debtors’ motion to define the scope of the Court’s ruling granting derivative standing to the ACC (the “Clarification Motion”). In the Clarification Motion, the Debtors have asserted, for the reasons set forth therein, that the Court’s ruling should be limited to intentional fraudulent transfer actions. Also at the March 31, 2022 omnibus hearing, the Court is scheduled to rule on the Debtors’ and Non-Debtor Affiliates’ motions to dismiss the ACC’s substantive consolidation complaint (the “Motions to Dismiss”).

In connection with the Debtors’ objection to the ACC’s original motion for derivative standing, as well as the Clarification Motion, the Debtors (and Non-Debtor Affiliates) have argued that the litigation proposed by the ACC should not go forward. Instead, tolling agreements should be executed between the estates and various parties with respect to causes of action of the estates alleged by the ACC and related to the May 1, 2020 corporate restructuring in which the Debtors were created (the “Corporate Restructuring”) and the Debtors’ bankruptcy filings (the “Estate Claims”). Also, and for similar reasons, in connection with the Motions to Dismiss, the Debtors and the Non-Debtor Affiliates have asserted that, if such motions are not granted, substantive consolidation litigation in any case should be stayed at this time.

However, the Debtors and Non-Debtors to date have not filed formal motions for tolling nor a stay of litigation. As a result, the movants are filing this Motion for such relief in connection with the March 31, 2022, omnibus hearing so that the Court has the full panoply of requested relief for consideration at that time. For the reasons set forth previously to the Court and set forth herein, the Debtors and the Non-Debtor Affiliates assert that entry into tolling

agreement and a stay of litigation is the best course of action for these chapter 11 cases at this time. Approval of this Motion has the additional benefit of deferring rulings on the Clarification Motion and the Motions to Dismiss until (if ever) such rulings become necessary. As described below, similar relief was sought by the debtors and granted by the court in the Garlock case under similar circumstances.²

In further support of the Motion, the Debtors and the Non-Debtor Affiliates respectfully state as follows:³

RELIEF REQUESTED

1. By this Motion, the Debtors and the Non-Debtor Affiliates respectfully request that the Court, pursuant to its inherent powers and section 105 of the Bankruptcy Code, stay further prosecution of the ACC's standing motion and substantive consolidation litigation (the "Litigation Stay"). The Debtors and the Non-Debtor Affiliates propose the Litigation Stay as to any Estate Claims be subject to, and conditioned upon, the Debtors entering into the Tolling Agreement with the parties set forth therein by a date certain.

2. The Debtors and the Non-Debtor Affiliates request that the Litigation Stay take effect before the Court's issuance of decisions on the Clarification Motion and the Motions to Dismiss in order both to defer the need to have rulings on such motions until such later time (if ever) that such rulings become necessary, as well as to avoid the necessity of any party

² See *Order (A) Authorizing the Debtors to (I) Enter into the Affiliate Tolling Agreement and (II) Enter into the Proposed Managers Tolling Agreement Pursuant to 11 U.S.C. §§ 105(a) and 363 and Bankruptcy Rule 6004 and (B) Authorizing Debtors to Abandon Non-Affiliate Preference Claims Pursuant to 11 U.S.C. §§ 105(a) and 554(a) and Bankruptcy Rule 6007 [Garlock Docket No. 2281]; Order Denying, Without Prejudice, (A) Joint Motion of the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants Representative for Leave to Control and Prosecute Certain Claims as Estate Representatives (as Supplemented) and (B) Joint Motion of the Official Committee of Asbestos Personal Injury Claimants and the Future Claimants' Representative to Modify Preliminary Injunction in Order to Permit Certain Claims to Proceed [Garlock Docket No. 2292].*

prosecuting an appeal of such decisions. Should the Court nonetheless issue a ruling on the Clarification Motion or the Motions to Dismiss, the movants seek imposition of the Litigation Stay with respect to any further litigation related thereto (subject to the potential need for a party to prosecute an appeal to preserve its appellate rights).

ARGUMENT

A. The Court Should Issue a Stay of ACC Litigation

3. It is well-settled that “the power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants. How this can best be done calls for the exercise of judgment, which must weigh competing interests and maintain an even balance.” Landis v. North Am. Co., 299 U.S. 248, 254-255 (1936). “A Court has control over its own docket. [citing to Landis] In the exercise of a sound discretion it may hold one lawsuit in abeyance to abide the outcome of another, especially where the parties and the issues are the same.” Am. Life Ins. Co. v. Stewart, 300 U.S. 203, 215 (1937); In re Latimer, 489 B.R. 844, 854-855 (Bankr. N.D. Ala. 2013) (recognizing the power of a federal court “to stay or otherwise postpone the trial of proceedings before it” under Landis and its progeny); In re Rosenblum, 545 B.R. 846, 874-875 (Bankr. E.D. Pa. 2016) (relying on the court’s inherent power as recognized by Landis and its progeny in holding a debtor’s bankruptcy proceeding in abeyance pending the conclusion of state court litigation).

4. In addition to such inherent powers, a bankruptcy court’s section 105 equitable powers “surely enable it to control its own docket[.]” In re Am. Capital Equip., LLC, 688 F.3d

3 The Court possesses jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of these proceedings and this Motion properly lies in this Court 28 U.S.C. § 1408.

145, 154 (3d Cir. 2012) (noting such control allows a court to avoid “time-consuming and expensive” hearings); see also U.S. Tr. v. Vance, 189 B.R. 386, 392 (W.D. Va. 1995) (“Courts have always had the power to manage their dockets as they see fit, so long as they exercise sound discretion in doing so.”); Howes v. Wells Fargo Bank, N.A. (In re Howes), 2014 Bankr. LEXIS 4661, at *40 (Bankr. D. Md. Nov. 5, 2014) (noting a bankruptcy court possesses “the discretion to manage its docket in a fair and effective manner to promote the ends of justice”).

5. The merits and potential benefits of the litigation sought by the ACC, including the substantive consolidation litigation, largely turn on: (1) a determination as to the amount of the Debtors’ asbestos liability, (2) a determination that such liability exceeds the value of the Debtors’ assets and financial resources, and (3) to the extent any shortfall exists, the Non-Debtor Affiliates’ failure to provide the Debtors with additional assets and financial resources pursuant to the funding agreements between the parties (the “Funding Agreements”). While the ACC may assert that its claims of alleged actual fraudulent transfer go beyond these issues, ultimately a Court estimate of the extent of the Debtors’ asbestos liabilities, the solvency of the Debtors (both as of the petition date and during the course of these chapter 11 cases), and the Debtors’ good faith in meeting those Court estimated liabilities in full will have a very substantial, and the movants would assert fully determinative, impact on any claims by the ACC of actual fraudulent transfer.⁴ There is nothing in these cases to date that indicates a desire by the Non-Debtor Affiliates to delay funding a trust for payment of asbestos claimants (instead, quite the opposite), and further prompt resolution by the movants of asbestos liability in the future, as well as the determination of that liability, will further demonstrate that no claim for alleged intentional fraudulent conveyance exists.

4 And, of course, confirmation of a plan in these proceedings would likewise moot any such litigation.

6. The Debtors currently possess substantial assets and financial resources, including a \$270 million qualified settlement fund (the “QSF”), insurance assets valued at hundreds of millions of dollars, and tens of millions of dollars of other assets. It is possible (and, given the estimated asbestos liability in Garlock, the movants would assert likely) that the Debtors’ existing assets and financial resources will prove more than sufficient to pay the Debtors’ asbestos liabilities in full. The Debtors’ plan of reorganization, which has been agreed to by the FCR – who all parties agree represents roughly eighty percent (80%) of the Debtors’ asbestos constituency – provides for establishment of a section 524(g) trust, with total funding of \$545 million to pay asbestos claims. The Debtors already have secured funding for the full amount of that proposed trust through the QSF, available insurance assets, and the Debtors’ other assets.

7. Until the issues noted in paragraph 5 above have been resolved, it is possible that prosecution of the ACC litigation will not benefit the estates in any way, with the enormous cost of such litigation having been wasted and the substantial expenditure of the parties’ and this Court’s limited time and resources having been unnecessary.

8. Litigating the ACC’s alleged claims now will likely cost the Debtors’ estates tens of millions of dollars and take several years to complete, with the possibility, and perhaps likelihood, that the prosecution of such claims, even if successful, would not benefit the Debtors’ estates in any way. See October 5, 2021, DBMP Hr’g Tr. 172:23-25 (Mr. Neier: “In my experience, you know, fraudulent transfer litigation takes two-to-four years before you get a result.”); Id. at 215:24-25, 216:1 (Mr. Neier: “Their path will take millions of dollars and take years. Our path, admittedly, will take millions of dollars and take years.”); See also February 10, 2022, DBMP Hr’g Tr. 202:25-203:1 (Court, referring to substantive consolidation litigation, “I don’t see a quick trial in the spring on this particular action.”).

9. It would be inefficient and delay the ultimate recovery for the Debtors' asbestos claimants to move forward with costly, distracting, and potentially pointless litigation when prior completion of the proceeding to estimate the Debtors' asbestos liabilities (the "Estimation Proceeding") will inform the merits of the ACC's proposed litigation and the need for, and any potential benefit to be derived from, prosecuting such litigation. Directing the parties, and Court's time and resources, towards completing the Estimation Proceeding will allow the parties to then turn to confirmation of the Debtors' plan of reorganization (or such alternative plan as may be appropriate based on the results of the Estimation Proceeding). This sequencing not only will move the plan process forward, but also will move the litigation process forward in a logical manner – by determining the existence of any injury before allowing litigation to proceed.⁵

10. At the March 3, 2022 hearing, the Court suggested that, notwithstanding the ACC's position regarding the appropriateness of the Corporate Restructuring and the implications of similar transactions in other pending cases, all parties in this proceeding should strongly consider exploring whether a resolution here can be reached that will provide quicker payments to creditors than litigating issues stemming from the Corporate Restructuring.⁶ Given that this case already has a plan agreed to by 80% of the asbestos claimant constituency, the movants consider this a sound suggestion.

11. The Debtors and the Non-Debtors also would note that this appears to be the

5 The proposed stay and tolling period also would provide an opportunity for the parties to negotiate a consensual resolution as to the amount of the proposed trust under the Plan. The results of the Estimation Proceeding further may influence and foster settlement discussions among the ACC, the FCR, the Debtors and the Non-Debtor Affiliates. At the March 3, 2022 omnibus hearing, counsel for the ACC insisted that it is untrue that the ACC is unwilling to negotiate in these chapter 11 cases. While the ACC's actions to date belie such statement, completion of the Estimation Proceeding will give the ACC an opportunity to make good on its word.

6 As of the filing of this Motion, the transcript of the March 3, 2022 hearing in these cases was not yet available.

direction that the court in the LTL Management LLC bankruptcy is following. As stated at the March 3, 2022 hearing before the Court, the Court did not have the benefit of the LTL court's rulings in connection with the attempted dismissal of that chapter 11 case, and the requested preliminary injunction, at the time the Court considered the ACC's derivative standing motion, nor did those opinions exist at the time the Clarification Motion and Motions to Dismiss were filed.

B. If The Court Grants The Litigation Stay, The Debtors Should Be Granted Authority To Enter Into The Tolling Agreement

12. The movants understand that the two-year anniversary of the petition date will occur on June 18, 2022, and they appreciate the implications of that date under sections 108 and 546(a) of the Bankruptcy Code. Consequently, the movants propose conditioning the Litigation Stay with respect to Estate Claims upon the Debtors entering into the Tolling Agreement with the parties set forth therein by a date certain. Tolling such claims will preserve them until the Court can determine whether pursuit of litigation by the ACC is appropriate and beneficial.

13. The use and effectiveness of tolling agreements in chapter 11 cases are well established and specifically endorsed by the legislative history of section 546(a).⁷ Courts in this District, including this Court, have found the statute of limitations with respect to avoidance actions under Bankruptcy Code section 546 subject to tolling. See, e.g., In re Kaiser Gypsum Co., Inc., No. 16-31602 (JCW) (Bankr. W.D.N.C. Sept. 14, 2018) [Dkt. 1154] (the "Kaiser Order"); In re Garlock Sealing Techs., LLC, No. 10-31607 (GRH) (Bankr. W.D.N.C. June 4,

7 See H.R. REP. 103-835, 49-50, 1994 U.S.C.A.N. 3340, 3358 ("The section is not intended to affect the validity of any tolling agreement or to have any bearing on the equitable tolling doctrine where there has been fraud determined to have occurred. The time limits are not intended to be jurisdictional and can be extended by stipulation between the necessary parties to the action or proceeding.").

2012) [Dkt. 2281] (the “Garlock Order”).⁸ In both the Kaiser Order and the Garlock Order, the court found that section 546(a) of the Bankruptcy Code sets forth a statute of limitations that the parties can extend by agreement. See Kaiser Order at F (“Entry into the Tolling Agreements will preserve the Estate Claims because, among other things, section 546(a) of the Bankruptcy Code sets forth a statute of limitations and not a statute of repose and, therefore, is not jurisdictional in nature”); Garlock Order at 3 (same).

14. Specifically, in Garlock, the court had before it dueling motions by the asbestos committee and the future claimants’ representative for leave to control and prosecute estate causes of action against non-debtor affiliates and certain current and former managers of Garlock, and the Debtors’ motion to approve tolling agreements with the proposed derivative standing litigation defendants. Like in these cases, the Garlock court had recently ruled that there would be an estimation proceeding to determine the debtors’ aggregate liability for current and future asbestos claims.⁹ The Garlock court recognized that the proposed derivative litigation likely was premature and unnecessary depending on the outcome of future events in the case and therefore granted the debtors’ tolling motion.¹⁰

15. Similarly, tolling in these cases will allow all parties in interest and the Court to direct their focus and energies on preparing for the Estimation Proceeding, while preserving

8 See also In re Madeoy, 551 B.R. 172, 180 (D. Md. 2016) (finding that “[a] tolling agreement is a valid means to extend the § 546 statute of limitations.”).

9 See Order for Estimation of Mesothelioma Claims, In re Garlock Sealing Technologies, LLC, No. 10-31607 (GRH) (Bankr. W.D.N.C. April 12, 2012) [Dkt 2102].

10 See Transcript of June 1, 2012 hearing, In re Garlock Sealing Technologies, LLC [Dkt. 2300], Pg. 94, Lines 10-16, 20-25 (“I think what I ought to do is just enter the tolling agreements and preserve where we are... [i]t seems to me that’s the proper way to preserve where we are and where we might go, while keeping the focus on estimation and going from there... I don’t think, under any scenario, that we ought to be actively pursuing the complaint at this point simply because it’s premature. There may be some delay caused by that approach, but I think it would be small delay and that it’s worth taking the risk because there may be no need for it. We just don’t know that yet.”).

estate claims for any potential later prosecution if appropriate. The Tolling Agreement removes the immediate need for potentially unnecessary litigation, conserves estate assets and resources, and does so while preserving the *status quo* with respect to any alleged avoidance actions and minimizing judicial resources.¹¹

16. Movants, therefore, respectfully request the Court authorize the Debtors to enter into the Tolling Agreement.

NOTICE

17. Consistent with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123] (the "Case Management Order"), notice of this Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel to the Non-Debtor Affiliates; (d) the FCR and his counsel; and (e) the other parties on the Service List established by the Case Management Order. Movants submit that, in light of the nature of the relief requested, they need provide no other or further notice.

NO PRIOR REQUEST

18. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors and the Non-Debtor Affiliates respectfully request the Court enter an order, substantially in the form attached hereto as Exhibit B, granting (i) the relief requested in this Motion, including authorizing the Debtors to enter in the Tolling Agreement

11 The proposed Tolling Agreement is between the Debtors and the Non-Debtor Affiliates. The Debtors believe that tolling by the Debtors, as opposed to the ACC, is most protective of the Debtors' estates due to the risk that a court might find that derivative standing for a statutory committee does not exist in the Fourth Circuit, as suggested by the Fourth Circuit. See *In re Baltimore Emergency Servs. II, Corp.*, 432 F.3d 557, 561 (4th Cir. 2005) (observing that it is "far from self-evident that the Bankruptcy Code permits creditor derivative standing").

with respect to Estate Claims and a stay of ACC litigation and (ii) such other and further relief as the Court finds just and proper.

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Dated: March 14, 2022
Charlotte, North Carolina

Respectfully submitted,

/s/ John R. Miller, Jr.

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

-and-

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

-and-

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

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

/s/ Stacy C. Cordes

Stacy C. Cordes (N.C. Bar No. 18122)
Meghan Abernathy (N.C. Bar No. 50048)
BURT & CORDES, PLLC
122 Cherokee Road, Suite 1
Charlotte, North Carolina 28207
Telephone: 704.332.3282
Facsimile: 704.332.3324
Email: stacy@cordes-law.com
meghan@cordes-law.com

-and-

Gregory J. Mascitti
MCCARTER & ENGLISH, LLP
Worldwide Plaza
825 Eight Avenue, 31st Floor
New York, New York 10019
Telephone: (212) 609-6810
Facsimile: (212) 609-6921
Email: gmascitti@mccarter.com

ATTORNEYS FOR TRANE U.S. INC. AND
TRANE TECHNOLOGIES COMPANY LLC

Exhibit A

Form of Tolling Agreement

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

In re

ALDRICH PUMP LLC, *et al.*,¹²

Debtors.

Chapter 11

Case No. 20-30608

TOLLING AGREEMENT

This Tolling Agreement (the “**Agreement**”) is made and entered into this ____ day of _____ 2022, by and among Trane Technologies Company LLC, on behalf of itself and its officers, directors, and employees, (collectively “**New TTC**”), Trane U.S. Inc., on behalf of itself and its officers, directors, and employees, (collectively “**New TUI**,” together with New TTC, the “**Non-Debtor Affiliates**”), Marc DuFour, Ray Pittard, Amy Roeder, Allan Tananbaum, Manlio Valdes, and Robert Zafari (such individuals and the Non-Debtor Affiliates referred to collectively as the “**Target Defendants**”), and Aldrich Pump LLC (“**Aldrich**”) and Murray Boiler LLC (“**Murray**”), as Debtors and Debtors-in-Possession in the captioned Chapter 11 proceeding (the “**Debtors**” and, with the Target Defendants, the “**Parties**,” and each individually as a “**Party**”).

WHEREAS, on June 18, 2020, the Debtors filed the above-captioned bankruptcy proceedings (the “**Bankruptcy Cases**”) in the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”);

WHEREAS, on July 7, 2020, the Bankruptcy Court entered an Order appointing an official committee of asbestos personal injury claimants [Docket No. 147] (the “**ACC**”);

¹² 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.

WHEREAS, on October 14, 2020, the Court entered an Order appointing Joseph W. Grier III as the legal representative for the future asbestos claimants [Docket No. 389] (the “**FCR**”);

WHEREAS, on September 24, 2021, the Debtors filed their Joint Plan of Reorganization [Docket No. 831] (the “**Plan**”);

WHEREAS, on September 24, 2021, the Debtors filed their Motion for Estimation of Prepetition Asbestos Claims [Docket No. 833] (the “**Estimation Motion**”) and their Motion for an Order Authorizing Establishment of a Qualified Settlement Fund for Payment of Asbestos Claims [Docket No. 834] (the “**QSF Motion**”);

WHEREAS, on October 18, 2021, the ACC filed its Motion of the Official Committee of Asbestos Personal Injury Claimants for Entry of an Order Granting Leave, Standing, and Authority to Investigate, Commence, Prosecute, and to Settle Certain Causes of Action [Docket No. 848] (the “**Standing Motion**”), by which the ACC requested authorization to investigate, commence, prosecute, and authority to settle certain causes of action on behalf of the Debtors against one or more of the Target Defendants (the “**Estate Claims**”);

WHEREAS, on October 18, 2021, the ACC filed its Complaint for Substantive Consolidation of Debtors’ Estates with Certain Non-Debtor Affiliates or, Alternatively, to Reallocate Debtors’ Asbestos Liabilities to Those Affiliates [Adv. Proc. 20-3029; Docket No. 1] (the “**Substantive Consolidation Complaint**”) against the Debtors, Trane Technologies Company LLC, and Trane U.S. Inc.;

WHEREAS, on December 20, 2021, the Debtors filed their Motion to Dismiss Adversary Proceeding and Memorandum of Law in Support Thereof [Adv. Proc. Docket No. 17], and the Trane Technologies Company LLC and Trane U.S. Inc. filed their Motion to Dismiss and Brief

in Support [Adv. Proc. Docket No. 18], each seeking dismissal of the Substantive Consolidation Complaint (collectively, the “**Motions to Dismiss**”).

WHEREAS, on January 27, 2022, the Bankruptcy Court issued an oral ruling granting the Estimation Motion, the QSF Motion and the Standing Motion;

WHEREAS, an Order granting the QSF Motion and authorizing the creation of the QSF trust was entered on February 15, 2022 [Docket No. 994];

WHEREAS, on March 2, 2022, Trane Technologies Company LLC and Trane U.S. Inc. funded the QSF trust with \$270 million;

WHEREAS, the Court has not yet entered an Order with respect to the Estimation Motion or the Standing Motion;

WHEREAS, on February 15, 2022, the Debtors filed their Motion to (I) Define the Scope of the Court’s January 27, 2022 Derivative Standing Ruling, or (II) Reconsider the Order Granting the Committee’s Request for Derivative Standing [Docket No. 995] (the “**Clarification Motion**”);

WHEREAS, on March 3, 2022, the Court heard argument on the Motions to Dismiss the Substantive Consolidation Complaint and the Clarification Motion (“**March 3 Hearing**”);

WHEREAS, during the March 3 Hearing, the Court inquired as to the willingness of the Parties to enter into one or more tolling agreements;

WHEREAS, the Parties believe the results of the proposed estimation proceeding to determine the Debtors’ aggregate liability for asbestos claims (the “**Estimation Proceeding**”) may render unnecessary investigation into and/or prosecution of the Estate Claims and the Substantive Consolidation Complaint;

WHEREAS, on March ___, 2022, the Parties filed jointly their Motion to Stay Litigation and Authorize Entry Into Tolling Agreements [Docket No. ___];

WHEREAS, the Debtors desire to preserve the Estate's right to investigate, prosecute, settle or otherwise address the Estate Claims notwithstanding the pendency and passage of June 18, 2022, the second anniversary of the Petition Date;

WHEREAS, the Target Defendants are willing to toll and extend any and all Time-Based Defenses (as defined below) with respect to the Estate Claims; and

WHEREAS, the Parties believe and agree it is in the best interest of the Debtors' estates, all parties-in-interest, and the Court to avoid unnecessary expenses attendant to litigating some or all of the Estate Claims before the conclusion of the Estimation Proceeding.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties and the Target Defendants hereby agree:

1. To preserve the status quo between the Debtors and the Target Defendants as of March 31, 2022.
2. To toll any and all statutes of limitations or repose, and any other rule, provision, defense, or principle based on the passage of time, whether arising out of the Bankruptcy Code, at law or in equity (including, without limitation, waiver, estoppel and laches) (collectively, "**Time-Based Defenses**") with respect to the Estate Claims from March 31, 2022 through the date that an Order resolving the Estimation Proceeding becomes a final, non-appealable Order ("**Tolling Period**").
3. That upon expiration of the Tolling Period, the Target Defendants shall not assert or plead that any Estate Claim is barred or precluded by any Time-Based Defense based upon the

passage of time during the Tolling Period; *provided however*, the Debtors and the Target Defendants agree and acknowledge that this Agreement is not intended to waive, alter or diminish the right of any Target Defendant to assert any Time-Based Defense to the extent the Target Defendant could have asserted same as of March 31, 2022.

4. That the tolling of the Time-Based Defenses with respect to the Estate Claims applies, without limitation, to any and all statutes, regulations, or other rules of law, including but not limited to the provisions of the Bankruptcy Code, including, without limitation, Section 546 of the Bankruptcy Code, which limit the period in which any action may be commenced, without regard to the basis for such Estate Claims.

5. That any legal proceeding against the Target Defendants with respect to any Estate Claim that is commenced within ninety (90) days after expiration of the Tolling Period shall have the same effect, as far as timeliness is concerned, as if the legal proceeding was commenced within the same number of days after March 31, 2022.

6. Nothing in this Agreement shall be construed as an admission of any liability by any Target Defendant to the Debtors or any other person or entity. Nothing in this Agreement shall be construed as an admission of any fact by any Party or Target Defendant in any proceeding, at law or in equity, and none of the Parties or Target Defendants shall contend in any proceeding at law or in equity that this Agreement is admissible or relevant as evidence for any purpose, except to the extent necessary in an action to enforce the express terms of this Agreement itself. Except for matters specifically addressed by this Agreement, the Parties and the Target Defendants expressly reserve all claims, rights and defenses against and with respect to each other.

7. Nothing in this Agreement amounts to, and nothing in this Agreement may be considered, (a) a consent by any of the Parties or Target Defendants to jurisdiction by the Bankruptcy Court over any Estate Claims; (b) a consent by any of the Parties or Target Defendants to the trial of any of the Estate Claims by the Bankruptcy Court as “core” proceedings under 11 U.S.C. 157(b)(2); (c) a waiver of any defenses by any of the Parties or Target Defendants may have with respect to any Estate Claim, except with respect to any Time-Based Defense as provided herein; or (d) a waiver of trial by jury that any Party or Target Defendant may possess with respect to any Estate Claim as to which a right of trial by jury exists. The Target Defendants consent to Bankruptcy Court jurisdiction solely for purposes of interpreting and enforcing this Agreement.

8. This Agreement shall not revive any Estate Claims, which, on or before March 31, 2022, may have been barred by any Time-Based Defense.

9. The effectiveness of this Agreement shall be conditioned upon approval of same by the Bankruptcy Court.

10. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and to the Target Defendants and their respective successors and assigns including any trustee or examiner appointed in the Bankruptcy Cases or any entity granted derivative standing to pursue the Estate Claims on behalf of the Debtors.

13. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, without reference to the conflicts or choice of law principles of North Carolina or of any other state.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. A faxed or emailed signature shall be deemed an original for the purpose of this Agreement.

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THE SIGNATURE BLOCKS APPEAR ON THE NEXT PAGE]

[SIGNATURE PAGES FOR THE TOLLING AGREEMENT ON PAGES 1 THROUGH 6 ABOVE]

This the _____ day of _____, 2022.

ALDRICH PUMP LLC and MURRAY
BOILER LLC

TRANE TECHNOLOGIES COMPANY
LLC and TRANE U.S. INC.

By: _____
C. Richard Rayburn, Jr. (NC Bar No. 6357)
John R. Miller, Jr. (NC Bar No. 28689)
Ross R. Fulton (NC Bar No. 31538)
Matthew L. Tomsic (NC Bar No. 52431)
RAYBURN COOPER & DURHAM, P.A.
227 West Trade Street, Suite 1200
Charlotte, North Carolina 28202
Telephone: (704) 334-0891
Facsimile: (704) 377-1897
E-mail: rrayburn@rcdlaw.net
jmiller@rcdlaw.net
rfulton@rcdlaw.net
mtomsic@rcdlaw.net

-and-

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

ATTORNEYS FOR ALDRICH PUMP LLC
AND MURRAY BOILER LLC

By: _____
Stacy C. Cordes (N.C. Bar No. 18122)
Meghan Abernathy (N.C. Bar No. 50048)
BURT & CORDES, PLLC
122 Cherokee Road, Suite 1
Charlotte, North Carolina 28207
Telephone: 704.332.3282
Facsimile: 704.332.3324
Email: stacy@cordes-law.com
meghan@cordes-law.com

-and-

Gregory J. Mascitti
MCCARTER & ENGLISH, LLP
Worldwide Plaza
825 Eight Avenue, 31st Floor
New York, New York 10019
Telephone: (212) 609-6810
Facsimile: (212) 609-6921
Email: gmascitti@mccarter.com

ATTORNEYS FOR TRANE U.S. INC. AND
TECHNOLOGIES CO. LLC

[CONTINUATION OF SIGNATURE PAGES FOR THE
TOLLING AGREEMENT ON PAGES 1 THROUGH 6 ABOVE]

By: _____
Marc DuFour

By: _____
Ray Pittard

By: _____
Amy Roeder

By: _____
Allan Tananbaum

By: _____
Manlio Valdez

By: _____
Robert Zafari

Exhibit B

Proposed Order

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

In re	:	
	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , ¹³	:	Case No. 20-30608
	:	
Debtors.	:	
	:	

**ORDER GRANTING MOTION OF DEBTORS AND NON-DEBTOR
AFFILIATES FOR AN ORDER (A) AUTHORIZING THE DEBTORS TO
ENTER INTO TOLLING AGREEMENT AND (B) STAYING LITIGATION**

This matter having come before the Court on the Motion of Debtors and Non-Debtor Affiliates for an Order (A) Authorizing the Debtors to Enter Into Tolling Agreement and (B) Staying Litigation [Dkt. ___] (the "Motion");¹ the Court having reviewed the Motion and any objection, responses, and replies with respect thereto, and having heard the arguments and submissions of counsel presented at the hearing on March 31, 2022 and for the reasons announced by the Court on _____;

IT IS HEREBY ORDERED THAT:²

1. The Motion is GRANTED.
2. The Debtors are hereby authorized to enter into the Tolling Agreement in substantially the form attached as Exhibit A to the Motion.
3. Further prosecution by the ACC of the Standing Motion and the ACC’s complaint and motion for substantive consolidation (as well as the ACC’s motion to obtain a creditor list

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

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

from the Non-Debtor Affiliates) is hereby stayed. Such stay, solely with respect to Estate Claims, shall continue past _____, 2022 only if, and conditioned upon, the Debtors and the Target Defendants (as defined in the Tolling Agreement) having executed and filed with this Court the Tolling Agreement by such date.

4. Upon an order in the Estimation Proceeding estimating the Debtors' liability for asbestos claims having become a final, non-appealable order, the Court shall hold a hearing on the continuation of this stay, as well as the Clarification Motion and the Motions to Dismiss.

5. This Court retains exclusive jurisdiction over this Order and any and all matters arising from or relating to the implementation, interpretation, or enforcement of this Order.

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

United States Bankruptcy Court

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

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

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that Aldrich Pump LLC., et al., Debtors in the above-captioned cases, have filed the Motion of Debtors and Non-Debtor Affiliates for an Order (A) Authorizing the Debtors to Enter into Tolling Agreement and (B) Staying Litigation (the "Motion").

If a copy of the Motion is not included with this Notice, a copy may be viewed at the Court's website, www.ncwb.uscourts.gov under Debtor Aldrich Pump LLC's name and case number, you may obtain a copy of the Motion from the Debtors' claims and noticing agent at www.kcellc.net/aldrich, or you may request in writing a copy from the undersigned counsel to the Debtors.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE

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

IN THESE BANKRUPTCY CASES. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)

IF YOU DO NOT WANT THE COURT TO GRANT THE RELIEF REQUESTED IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN ON OR BEFORE FRIDAY, MARCH 25, 2022 YOU MUST:

(1) A. File with the Bankruptcy Court a written objection at:

Clerk, United States Bankruptcy Court
401 W. Trade Street
Charlotte, North Carolina 28202

B. If you have your attorney file a written objection then the objection should be filed with the Bankruptcy Court by electronic means through the Court's website, www.ncwb.uscourts.gov under the jointly administered name and case number shown above.

(2) Serve the objection pursuant to the procedures set forth in the Order Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 123).

(3) Attend the hearing scheduled for March 31, 2022, at 9:30 a.m. EDT or as soon thereafter as the matter can be heard in the Bankruptcy Courtroom 2B, 401 West Trade Street, Charlotte, North Carolina. You should attend this hearing if you file an objection.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought and may enter an Order granting the relief requested. No further notice of that hearing will be given.

This the 14th day of March, 2022.

RAYBURN COOPER & DURHAM, P.A.

/s/ John R. Miller, Jr.
John R. Miller, Jr.
N.C. State Bar No. 28689
1200 Carillon, 227 W. Trade Street
Charlotte, North Carolina 28202
Telephone: 704-334-0891

ATTORNEYS FOR DEBTORS