

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

In re:)	
)	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , ¹)	Case No. 20-30608 (JCW)
Debtors.)	(Jointly Administered)

EX PARTE APPLICATION OF JOSEPH W. GRIER, III, THE FUTURE CLAIMANTS’ REPRESENTATIVE, FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF TETRARHO, LLC AS FINANCIAL ADVISOR

Joseph W. Grier, III, the Court-appointed legal representative for future asbestos claimants against the above-captioned Debtors (“FCR”), hereby submits this application (the “Application”) for the entry of an order authorizing him to retain and employ TetraRho, LLC (“Tetra”) as his financial advisor, effective as of April 5, 2024. In support of this Application, the FCR relies upon the Declaration of Jason Solganick, a Managing Director at Tetra (the “Solganick Declaration”), attached hereto as **Exhibit A**, and respectfully represents as follows:

Jurisdiction and Venue

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

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.



Background

A. The Debtors' Chapter 11 Cases and the Appointment of the FCR

2. On June 18, 2020 (the "Petition Date"), the Debtors commenced their reorganization cases (the "Chapter 11 Cases") by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases have been consolidated for administrative purposes only and are being jointly administered.

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

4. On July 7, 2020, the Court entered the Order Appointing the Official Committee of Asbestos Personal Injury Claimants [Dkt. No. 147] (the "ACC"). No trustee or examiner has been appointed in these Chapter 11 Cases.

5. On October 14, 2020, the Court entered the Order Appointing Joseph W. Grier, III, as Legal Representative for Future Asbestos Claimants [Dkt. No. 389] (the "FCR Order"). The FCR Order authorizes the FCR to employ professionals, consistent with the Bankruptcy Code and subject to approval of the Court. On October 15, 2020, the Court approved the retention and employment of Orrick, Herrington & Sutcliffe LLP ("Orrick") and Grier Wright Martinez, PA as counsel to the FCR [Dkt. Nos. 394, 393].

B. The Court's Prior Approval of the FCR's Asbestos Claims Consultant and Financial Advisor

6. By Order dated December 3, 2020, the Court authorized the FCR to retain Ankura Consulting Group, LLC as his asbestos claims consultant and financial advisor [Dkt. No. 464] (the "Ankura Retention Order"). While the FCR's asbestos claims consultant team continues to be employed by Ankura and retained in these Chapter 11 Cases pursuant to the Ankura Retention Order, the FCR's financial advisory team, led by Jason Solganick ("Mr. Solganick"), resigned

from Ankura in October 2023 and formed Tetra. Mr. Solganick is the sole member and employee of Tetra.

Relief Requested

7. Pursuant to sections 105(a), 327(a) of the Bankruptcy Code, Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”), and consistent with the Guidelines for Compensation and Expense Reimbursement of Professionals issued by this Court (the “Compensation Guidelines”) and the Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals, entered by this Court on July 15, 2020 [Dkt. No. 171] (the “Interim Compensation Order”), the FCR hereby seeks to retain and employ Tetra as his financial advisor² in these Chapter 11 Cases to provide advice on matters more fully described below, effective as of April 5, 2024, in accordance with the terms of the engagement letter between Tetra and Orrick (on behalf of the FCR), dated April 5, 2024, a copy of which is attached hereto as **Exhibit B** (the “Engagement Letter”).³

Tetra’s Qualifications

8. Tetra is well suited to act as the FCR’s financial advisor. Tetra is a business advisory and expert services firm, headquartered in New York. Mr. Solganick has approximately 25 years of experience providing law firms, corporations, governments, and non-profit groups with

² Ankura will continue to provide asbestos claims consulting services to the FCR under the Ankura Retention Order.

³ Any references to or summaries of the Engagement Letter herein are qualified by the express terms of the Engagement Letter.

advisory services relating to economic, financial, statistical, business-analytics and operational expertise.

9. As set forth in the Solganick Declaration, Mr. Solganick has been engaged in many of the largest personal injury and property damage cases in U.S. history over the past two decades. During the course of these various retentions, Mr. Solganick has assisted in the development of reorganization plans and advised parties-in-interest on various matters including corporate finance, financial and operating performance, and valuation. Mr. Solganick (while employed at prior firms including Ankura, Lincoln International, Piper Jaffray, and CIBC World Markets) has provided financial advisory services for future claimants' representatives in numerous other matters, including, but not limited to, In re W.R. Grace & Co., No. 01-1139 (Bankr. D. Del.) and In re Garlock Sealing Technologies, et al., No. 10-31607 (Bankr. W.D.N.C.)

10. Based on Mr. Solganick's significant experience in this field, his familiarity with asbestos-related liability issues, and his prior work in these Chapter 11 Cases while employed at Ankura, the FCR believes that Tetra's retention as his financial advisor is in the best interests of the Debtors' estates and its creditors, and is in the best interest of the future asbestos personal injury claimants.

Services to Be Provided by Tetra

11. Subject to the approval of this Court, the FCR anticipates that Tetra will render financial advisory and related services to the FCR as needed in connection with the Chapter 11 Cases. These services may include, but are not limited to:

Financial Advisory Services:

- a. Reviewing the Debtors' financial condition and businesses;

- b. Reviewing financial related disclosures required by the Bankruptcy Court, including the Schedules of Assets and Liabilities, the Statement of Financial Affairs and Monthly Operating Reports;
 - c. Preparing analyses required to assess the Debtors' funding agreement with Trane Technologies Company LLC and Trane U.S. Inc. and any other proposed financing;
 - d. Assessing and monitoring of the Debtors' short-term cash flow, liquidity, and operating results;
 - e. Reviewing the Debtors' analysis of core business assets, valuation of those assets, and the potential disposition or liquidation of non-core assets;
 - f. Reviewing other financial information prepared by the Debtors, including, but not limited to, cash flow projections and budgets, business plans, cash receipts and disbursement analysis, asset and liability analysis, and the economic analysis of proposed transactions for which Bankruptcy Court approval is sought;
 - g. Attending, assisting, and preparing materials related to due diligence sessions, discovery, depositions, negotiations, mediations, and other relevant meetings, and assisting in discussions with the Debtors, the ACC, Trane Technologies plc and/or its subsidiaries, the Bankruptcy Administrator, other parties in interest, and their respective professionals;
 - h. Evaluating and analyzing avoidance actions, including fraudulent conveyances and preferential transfers;
 - i. Evaluating any pre-petition transactions of interest to the FCR or his counsel;
 - j. Assisting in the prosecution of FCR responses/objections to the Debtors' motions, including attendance at depositions and provision of expert reports/testimony on case issues as required by the FCR and/or his counsel;
 - k. Assistance in the review and/or preparation of information and analysis necessary for the confirmation of a plan and related disclosure statement in the Chapter 11 Cases; and
 - l. providing such other financial advisory services as may be agreed in writing between Tetra and the FCR or his counsel.
12. The above-listed services to be provided by Tetra are necessary and essential to the

FCR. The FCR has selected Tetra based upon its extensive experience and knowledge with respect

to analyzing and solving complex problems associated with asbestos-related personal injury matters and Mr. Solganick's prior work in these Chapter 11 Cases while employed at Ankura.

13. The scope of the Debtors' actual asbestos liabilities is unknown and represents a critical issue in these Chapter 11 Cases. Thus, the FCR needs a financial advisor to provide advice with respect to, and assist in the estimation of, asbestos-related claims.

14. Accordingly, the FCR submits that Tetra is well qualified for the retention proposed in these Chapter 11 Cases.

Disclosure Concerning Connections Between Tetra and Parties-In-Interest

15. Tetra has informed the FCR that, except as otherwise described in the Solganick Declaration, Tetra believes that (a) the Tetra professionals who will provide services to the FCR in connection with these Chapter 11 Cases do not have any connection with the Debtors, their affiliates, their creditors, the Bankruptcy Administrator for the Western District of North Carolina, any person employed in the office of the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants; (b) Tetra is not a creditor, equity security holder, or insider of the Debtors; (c) none of the professionals of Tetra who will provide services to the FCR in connection with these Chapter 11 Cases is, or was within two years of the Petition Date, a director, officer, or employee of the Debtors; and (d) none of the professionals of Tetra who will provide services to the FCR in connection with these Chapter 11 Cases holds or represents an interest materially adverse to the FCR with respect to the matters on which Tetra is to be employed. Accordingly, to the best of the FCR's knowledge, Tetra is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

16. To the extent that, during the period of its retention, Tetra is provided a list of additional parties in interest and discovers any new relevant facts or relationships bearing on the matters described herein, Tetra will submit a supplemental declaration.

Professional Compensation

17. Tetra has indicated its willingness to serve as financial advisor for the FCR and to receive compensation and reimbursement in accordance with its standard billing practices, the provisions of the Engagement Letter, sections 330 and 331 of the Bankruptcy Code, the Compensation Guidelines, the Interim Compensation Order, and any applicable orders of this Court. Tetra has agreed to accept as compensation such sums as may be allowed by the Court. Tetra understands that interim and final fee awards are subject to approval by this Court.

18. The terms and conditions of Tetra’s retention, as set forth in the Engagement Letter, are consistent with and typical of the arrangements entered into by Tetra with other parties in connection with asbestos cases in which they provide similar consultant or expert services. The hourly rates for Tetra professionals providing financial advisory services are:

Professional Level	Rates per Hour
Managing Directors	\$950

The hourly rates set forth above are subject to periodic adjustments.

19. Subject to allowance by the Court in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, and the Interim Compensation Order, Tetra will also bill the Debtors for reimbursement of its actual, reasonable out-of-pocket expenses incurred in connection with its employment.

20. The Engagement Letter specifies that the Tetra retention is through Orrick, as counsel to the FCR; however, the Debtors are solely responsible for the payment of fees for

services rendered by Tetra to the FCR, along with payment of any related costs under the terms of the Engagement Letter. See Engagement Letter ¶ 4. Other than as set forth above, no other arrangement is proposed between the FCR and Tetra for compensation to be paid in these Chapter 11 Cases.

21. The FCR has been advised by Tetra that it does not have any agreement with any other entity to share any compensation received.

No Prior Request

22. No prior applications for the relief requested herein have been made to this or any other Court.

Notice

23. Notice of this Application has been provided to: (a) the Bankruptcy Administrator; (b) the Debtors; (c) counsel for the Debtors; (d) counsel for the ACC; (e) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (f) parties on the 2002 Core Service List; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the FCR submits that no other or further notice is necessary.

Conclusion

WHEREFORE, the FCR respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit C** (a) granting this Application, (b) authorizing the FCR to retain and employ Tetra as his financial advisor, effective as of April 5, 2024, in these Chapter 11 Cases in accordance with the terms set forth in the Application, and (c) granting such other and further relief as is appropriate.

Dated: April 5, 2024
Charlotte, North Carolina

Respectfully submitted,

/s/ A. Cotten Wright

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-and-

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Facsimile: (202) 339-8500
Email: jguy@orrick.com
dfelder@orrick.com

*Counsel for Joseph W. Grier, III,
Future Claimants' Representative*

Exhibit A

Declaration of Jason Solganick

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

In re:)	
)	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , ¹)	Case No. 20-30608 (JCW)
Debtors.)	(Jointly Administered)

DECLARATION OF JASON SOLGANICK

Jason Solganick, under penalty of perjury, hereby declares as follows:

1. I am the sole and managing member of TetraRho LLC (“Tetra”), a New York limited liability company. I submit this declaration in support of the *Ex Parte Application of Joseph W. Grier, III, the Future Claimants’ Representative, for an Order Authorizing the Retention and Employment of TetraRho, LLC as Financial Advisor* (the “Application”).

2. Joseph W. Grier, III, the Court-appointed legal representative for future asbestos claimants against the above-captioned Debtors (the “FCR”), has requested that Tetra provide financial advisory services, and Tetra has agreed to provide such services during these bankruptcy cases (the “Chapter 11 Cases”). The FCR selected Tetra because I have extensive experience providing financial advisory services in connection with asbestos-related bankruptcy cases, including in these Chapter 11 Cases while I was employed at my prior financial advisory firm Ankura Consulting Group, LLC (“Ankura”).

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.

Tetra's Qualifications

3. Tetra is a business advisory and expert services firm, headquartered in New York. I have approximately 25 years of experience providing law firms, corporations, governments, and non-profit groups with advisory services relating to economic, financial, statistical, business-analytics and operational expertise.

4. When I was employed as a managing director at Ankura, I served as the financial advisor to the future claimants representative in these Chapter 11 Cases from 2020 until October 2023. In addition, I was retained as the financial advisor to future claimants' representatives in the chapter 11 bankruptcy cases of In re Garlock Sealing Technologies, et al., No. 10-31607 (Bankr. W.D.N.C. 2010); In re Combustion Engineering, Inc., No. 03-10495 (JKF) (Bankr. D. Del. 2003); In re Congoleum Corporation, et al., No. 03-51524 (Bankr. D. N.J. 2003); In re USG Corporation, No. 01-2094 (JKF) (Bankr. D. Del. 2001); and In re W.R. Grace, Inc., No. 01-1139 (JKF) (Bankr. D. Del. 2001).

Tetra's Connections

5. Tetra has conducted a search of its records with respect to the Debtors and the list attached hereto as **Exhibit 1** of creditors and other parties in interest (the "Interested Parties List"). Based on such search, and to the best of my knowledge, except as set forth herein, neither I nor Tetra have any connection with the Debtors, their creditors, the Bankruptcy Administrator, or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants, except that:

- a. While I was employed at Ankura, I served as the financial advisor to the FCR in these Chapter 11 Cases from December 3, 2020 until October 2023 when I resigned from Ankura.

- b. Tetra has a professional relationship with JP Morgan Chase Bank relating to Tetra's banking and credit card services.
6. To the best of my knowledge, Tetra has no connection to any asbestos claimants in connection with these Chapter 11 Cases.
7. I am not related to any United States District Judge or United States Bankruptcy Judge for the Western District of North Carolina or to the Bankruptcy Administrator for this district or to any known employees of her office.
8. I am not a creditor, equity security holder or an insider of the Debtors or their estates. I do not serve, and have not served, as an officer, director, or employee of the Debtors within 2 years before the date of the filing of these Chapter 11 Cases.
9. As part of my diverse practice, I have appeared in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties in interest in these Chapter 11 Cases. I have performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and have been represented by several attorneys and law firms, some of whom may be involved in these Chapter 11 Cases. In addition, I have in the past, and will likely in the future be working with or against other professionals involved in these Chapter 11 Cases in matters unrelated to the Debtors and these Chapter 11 Cases. Based on my current knowledge of the professionals involved in these Chapter 11 Cases, and to the best of my knowledge, none of these relationships create interests materially adverse to the FCR in matters upon which Tetra is to be employed, and none are in connection with these Chapter 11 Cases.

10. None of the disclosures described above are materially adverse to the interests of the Debtors, their estates, any class of creditors or equity security holders or future asbestos claimants. Thus, Tetra is disinterested and may act as the financial advisor to the FCR.

11. Tetra has made reasonable efforts to discover and disclose the existence of any conflict of interest or connections based upon the information available to Tetra. Tetra intends to review periodically its database during the pendency of these Chapter 11 Cases to insure, to the extent reasonably possible, that no conflict or other disqualifying circumstance exists or arises.

Professional Compensation

12. The terms and conditions of Tetra's retention, as set forth in the Engagement Letter, are consistent with and typical of the arrangements entered into by Tetra with other parties in connection with cases in which Tetra provides similar consultant or expert services. Tetra professionals charge for services by the hour, with the rates depending on the experience and training of the individuals working on the task.

13. The hourly rates for Tetra professionals providing financial advisory services are:

Professional Level	Rates per Hour
Managing Directors	\$950

The hourly rates set forth above are subject to periodic adjustments. Expenses for travel and other expenses are billed at cost to the Debtors. Charges are not accumulated or billed to the Debtors for non-professional or clerical staff. Tetra agrees to accept as compensation such sums as may be allowed by the Court. Tetra understands that interim and final fee awards are subject to approval by the Court.

14. Tetra intends to apply for compensation for professional services rendered in connection with these Chapter 11 Cases on an hourly basis, and for reimbursement of actual and necessary expenses incurred, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and Orders of this Court, including the Interim Compensation Order. In light of confidentiality considerations, Tetra reserves the right to redact its time and expenses records as it believes appropriate. Tetra understands that no compensation may be paid by the Debtors for post-petition services or expenses except to the extent allowed or approved by the Court.

15. Subject to Court approval, and in accordance with section 330(a) of the Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order, and any applicable orders of this Court, compensation will be paid to Tetra on an hourly basis, plus reimbursement of actual and necessary expenses incurred by Tetra.

16. Other than as set forth above, no other arrangement or promises are proposed between the FCR and Tetra for compensation to be paid in these Chapter 11 Cases.

17. Tetra has no agreement with any other entity to share with such entity compensation received by Tetra in connection with these Chapter 11 Cases.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 5, 2024

/s/ Jason Solganick
Jason Solganick
Managing Director
TetraRho LLC

EXHIBIT 1

Interest Parties List

Debtor

Aldrich Pump LLC
Murray Boiler LLC

Direct Equity Owner of Debtor

Murray Boiler Holdings LLC
Trane Technologies Holdco, Inc.

Debtor's Direct Non-Debtor Subsidiary

200 Park, Inc.
ClimateLabs LLC

Managers and Officers of the Debtor

Marc Dufour
Ray Pittard
Amy Roeder

Allan Tananbaum
Manlio Valdes
Robert Zafari

Other Non-Debtor Affiliates

Airco Limited
Alliance Compressors LLC
Amair Limited
Aro De Venezuela, C.A.
Artic Cool Chillers Limited
BEST MATIC INTERNATIONAL LIMITED
BEST MATIC VERMOGENSVERWALTUNGS GmbH
Best-Matic International AB
Calmac Corp.
Climate ETC Technology Services Private Limited
Compagnie Trane Technologies SAS
Cool Energy Limited
Dallah Trane for Manufacturing Air Conditioners
DiaSorin International B.V. Dradnats, Inc.
EBB Holdings Limited
Filairco Technical Services Co., Inc.
Filairco, Inc.

Flowcool Limited
Frigoblock GmbH
FRIGOBLOCK UK LIMITED
Hermann Trane Harrisburg, Inc.
ICS Cool Energy (SAS)
ICS Cool Energy AG
ICS Cool Energy B.V.
ICS Cool Energy GmbH
ICS Cool Energy Investments Limited
ICS COOL ENERGY LIMITED
ICS GROUP HOLDINGS LIMITED
ICS Heat Pumps Limited
ICS RENEWABLE ENERGY LIMITED
ICS SERVICING LIMITED
Industrial Chill Servicing Private Ltd.
Ingersoll-Rand Climate Solutions Private Limited
Ingersoll-Rand Company of Peru S.A.C.
Ingersoll-Rand Latin America, S. de R.L. de C.V.
Ingersoll-Rand Manufactura, S. de R.L. de C.V.

INGERSOLL-RAND ZIMBABWE
(PRIVATE) LIMITED
Mitsubishi Electric Trane HVAC US LLC
Murray Boiler Holdings LLC
Nexia Intelligence LLC
Perfect Pitch, L.P.
Prime Air Limited
PT Trane Indonesia
R&O Immobilien GmbH
REFTRANS, S.A.
Société Trane SAS
SPANASHVIEW UNLIMITED
COMPANY
Standard Centennial Property, LLC
Standard Compressors, Inc.
Standard Industrial Mineral Products Corp.
Standard Resources and Development
Corporation
Standard Trane Insurance Company
Standard Trane Insurance Ireland
Designated Activity Company
Standard Trane Warranty Company
T.I. Solutions (Israel) Ltd.
Tast Limited
The Trane Company
Thermo King (Hong Kong) Company
Limited
Thermo King (Shanghai) Co., Ltd.
THERMO KING CONTAINER
TEMPERATURE CONTROL (SUZHOU)
CORPORATION LTD.
THERMO KING CONTAINER-
DENMARK A/S
Thermo King Corporation
Thermo King De Puerto Rico, Inc.
THERMO KING EUROPEAN
MANUFACTURING LIMITED
THERMO KING INDIA PRIVATE
LIMITED
THERMO KING IRELAND LIMITED
Thermo King Japan Limited
Thermo King Manufacturing s.r.o.
THERMO KING PUERTO RICO
MANUFACTURA, INC.
Thermo King Rodamientos, S.L.
THERMO KING SERVICES LIMITED

THERMO KING SOUTH AFRICA (PTY)
LTD.
Thermo King SVC, Inc.
Thermo King Sverige AB
Thermo King Trading Company
THERMO KING TRANSPORTKOELING
B.V.
TK Puerto Rico Aire, Inc.
TK Puerto Rico Comercial, Inc.
TK Puerto Rico Ensamblaje, Inc.
TK Puerto Rico Fabricacion, Inc.
TK Puerto Rico Logistica, Inc.
TK Puerto Rico Operaciones Industriales,
Inc.
TK Puerto Rico Produccion, Inc.
TK Puerto Rico Soluciones Climaticas, Inc.
TK Puerto Rico Tecnologias, Inc.
TM Air Conditioning Sdn. Bhd.
Trane (Europe) Limited
Trane (Ireland) Limited
Trane (Schweiz) GmbH / Trane (Suisse)
S.à.r.l.
Trane (Thailand) Limited
Trane Air Conditioning Products Limited
Trane Air Conditioning Systems (China) Co.
Ltd.
Trane Air Conditioning Systems and Service
Co., Limited
Trane Air Conditioning Pte. Ltd.
Trane Aire Acondicionado S.L.
Trane Bermuda Ltd.
Trane Brands, Inc.
Trane Buford LLC
Trane BVBA
Trane Canada, L.P.
Trane Canada ULC
Trane Central America, Inc.
Trane China Holdings Limited
TRANE CLIMATE MANUFACTURING
S.R.L.
Trane CR Spol sro.
Trane Croatia d.o.o. za trgovinu
Trane de Argentina S.A.
Trane de Chile S.A.
Trane de Colombia S.A.
Trane Deutschland GmbH

Trane Distribution Pte. Ltd.
Trane do Brasil Indústria e Comércio de
Produtos para Condicionamento de Ar Ltda.
Trane Dominicana, S.R.L.
Trane Egypt LLC
Trane Energy Choice LLC
Trane Energy Services LLC
Trane Energy-Saving Services (Shanghai)
Co., Ltd.
Trane Europe Holdings B.V.
Trane Export LLC
Trane Finance SPRL
Trane Foundation of New York TRANE
FRANCE SAS
Trane GmbH
Trane GP, Inc.
Trane Grid Services LLC
Trane Hellas S.A.
Trane Holding Co.
Trane Holding Limited
Trane Holdings Company YK
Trane Hungary KFT
Trane Inc.
Trane Inc. Of Delaware
Trane India Ltd.
Trane International, Inc.
Trane IP, Inc.
Trane Italia S.r.L
Trane Japan, Ltd.
Trane Klima Ticaret AS
Trane Korea, Inc.
Trane Kuwait Airconditioning Co. WLL
Trane Malaysia Sales & Services SDN.
BHD.
Trane Maroc S.A.R.L. AU
Trane Netherlands B.V.
Trane NY, Inc.
Trane Poland sp. z o.o.
Trane Portugal
Trane Puerto Rico LLC
Trane Qatar LLC
Trane Romania S.R.L.
Trane S.A.
Trane S.A.E.
Trane Servicefirst, C.A.
Trane Services Limited
Trane Singapore Enterprises Pte. Ltd.
Trane Sistemas Integrales, S. de R. L. de C.
V.
TRANE SUPPORT SAS
Trane Sweden AB
Trane Systems Solutions of Panama, Inc.
Trane Taiwan Distribution Ltd.
Trane Technologies Charitable Foundation
Trane Technologies Company LLC
Trane Technologies Costa Rica Sociedad
Anonima
Trane Technologies European Holding
Company B.V.
Trane Technologies Financial Services
Corporation
Trane Technologies Financing Limited
Trane Technologies Finland Oy
Trane Technologies Funding Ltd.
Trane Technologies Global Holding
Company Limited
Trane Technologies GmbH
Trane Technologies Holdco, Inc.
Trane Technologies Holdings B.V.
TRANE TECHNOLOGIES INDÚSTRIA,
COMÉRCIO E SERVIÇOS DE
ARCONDICIONADO LTDA.
Trane Technologies International Finance
Limited
Trane Technologies International Limited
Trane Technologies Irish Holdings
Unlimited Company
Trane Technologies Latin America B.V.
Trane Technologies Lux Euro III Financing
S.à.r.l.
Trane Technologies Lux Holdings II
Company S.à.r.l.
Trane Technologies Lux International
Holding Company S.à.r.l.
Trane Technologies Luxembourg Finance
S.A.
Trane Technologies Luxembourg United
S.à.r.l.
Trane Technologies PLC
Trane Technologies Rus LLC
Trane Technologies S.A.
Trane Technologies s.r.o.

Trane Technologies Sales Company LLC
TRANE TECHNOLOGIES SERVIÇOS
LTDA.
Trane Technologies Worldwide Capital S.à
r.l.
Trane Thermo King (Shanghai) Enterprise
Management Co., Ltd.
Trane Thermo King Pty Ltd.
Trane U.S., Inc.
Trane UK Limited

Trane Vidalia LLC
Trane Vietnam Services Company Limited
Trane, S.A. de C.V.
TRICOOL THERMAL LIMITED
TSI Anstalt Ltd.
TUI Holdings Inc.
TwentyThreeC LLC
TYS Limited
World Standard Ltd.

Depository and Disbursement Banks

J.P. Morgan Chase

Parties to Material Contracts, Unexpired Leases and License Agreements with the Debtor

National Economic Research Associates, Inc. (NERA)
Navigant Consulting, Inc.
PACE Claim Services
The Claro Group

Significant Co-Defendants in Asbestos-Related Litigation

3M Company	Honeywell International Inc.
A.O. Smith Corporation	Industrial Holdings Inc.
Carborundum Company	Ingersoll Rand Company
CBS Corporation	JM Manufacturing Company Inc.
Crane Company	Metropolitan Life Insurance Company
Foster Wheeler Energy Corporation	Union Carbide Corporation
General Electric Company	Westinghouse Electric Corporation

Debtor's Retained Professionals and Claims Agent

AlixPartners LLP	K&L Gates LLP
Bates White LLC	Kurtzman Carson Consultants LLC
Evert Weathersby Houff	Rayburn Cooper & Durham, P.A.
Jones Day	

Debtor's Significant Ordinary Course Professionals, Consultants and Service Providers

Adler Cohen Harvey Wakeman & Guekguezian LLP	Fox Rothschild LLP
Belin McCormick PC	Frantz McConnell and Seymour LLP
Cardno Chemrisk	Frilot LLC
Christopher Shea Goodwin, Attorney at Law LLLC	Gordon Rees Scully Mansukhani, LLP
Courington Kiefer & Sommers LLC	Kemp Smith LLP
Dentons Bingham Greenebaum LLP	Kenny Shelton Liptak and Nowak LLP
Foley & Lardner LLP	Kitch, Drutchas, Wagner, Valitutti & Sherbrook
	Kuchler Polk Weiner, LLC

Law Offices of Timothy Clark, P.A.
Litchfield Cavo LLP
Maron Marvel Bradley Anderson & Tardy
LLC
Marshall Dennehey Warner Coleman and
Goggin
McAfee & Taft
Meagher & Geer P.L.L.P.
Nelson Mullins Riley and Scarborough LLP
Parker Poe Adams & Bernstein LLP

Parsons Behle
Pascarella Divita PLLC
Prindle Goetz Barnes & Reinholtz
Rasmussen, Dickey & Moore LLC
Snell & Wilmer LLP
Spotts Fain, PC
The Roberts Litigation Group
Tucker Ellis LLP
Ugrin Alexander Zadick PC
Verrill Dana LLP

Known Professionals for Certain Non-Debtor Parties in Interest

McCarter & English, LLP
Burt & Cordes, PLLC

Contractually Indemnified Parties

Ansaldo S.p.A.
ASD Acquisition Corp.
Dresser-Rand Company
Flowserve Corporation
Flowserve Red Corporation
FRC Acquisitions LLC
Ideal Standard International Holding Sarl
Ingersoll-Dresser Pump Company

Ingersoll-Rand U.S. HoldCo., Inc
Murray Turbomachinery Corporation
Rail Acquisition Corp.
Tuthill Energy Systems
Tuthill Pump Company
WABCO Holdings Inc.
Westinghouse Air Brake Company (or
WABCO)

Major Suppliers of Goods and Services

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

**Members of the Official Committee of Asbestos Personal Injury Claimants
and Their Counsel**

Steven W. Bomzer, c/o Weitz & Luxenberg,
P.C.
Jerry Lynn Fowles, c/o Brayton Purcell LLP
John Talmage Gambill, c/o Motley Rice
LLC
Ray Hager c/o Dean Omar Branham Shirley
LLP
Joseph Hamlin, c/o Maune Raichle Hartley
French & Mudd, LLC
Barbara Korte o.b.o Donald Korte, c/o
SWMW Law, LLC

Robert Overton, c/o Shepard Law
Pete Panagiotopoulos, c/o Cooney &
Conway
Richard J. Shiel, Sr., c/o Goldberg Persky
White, P.C.
Richard and Calvena Sisk, c/o Kazan,
McClain, Satterly & Greenwood PLC
Richard R. Villanueva, c/o Simmons Hanly
Conroy

Counsel/Professionals for the ACC

Caplin & Drysdale, Chartered
Robinson & Cole LLP
Winston & Strawn
Hamilton Stephens Steele + Martin, PLLC
FTI Consulting, Inc.
Gilbert LLP
Legal Analysis Systems
Verus Claims Services, LLC

Material Insurers

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

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

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

Bankruptcy Judges for the Western District of North Carolina

Judge George Hodges (Charlotte)
Judge J. Craig Whitley (Charlotte)
Judge Laura T. Beyer (Charlotte)

District Court Judges for the Western District of North Carolina

Chief Judge Martin Reidinger
Judge Frank D. Whitney
Judge Kenneth D. Bell
Judge Robert J. Conrad
Judge Max O. Cogburn Jr
Senior Judge Graham C. Mullen
Senior Judge Richard L. Voorhees

“Certain Asbestos Creditors”

Jack Atkinson
Jerry Fowles
Bill E. Glass
Earl Gross
Ray Hager
Joseph Hamlin
Lillian Ann Holt
Louise Kelly, individually and as special administrator of the estate of William Kelly
Donald Korte
Charles Martier

Robert Overton
Jesus Perez
Arthur W. Rosenkeimer III
Richard Shiel, Sr.
Estate of John Sullivan
Timothy Thomas
Edward Travers
Richard R. Villanueva
Estate of Ross Wells Westbrook
David White

Additional Parties Who Have Noticed Their Appearance in These Chapter 11 Cases

Bestwall LLC
Davis & Hamrick, LLP
King & Spalding LLP

U.S. Department of Health and Human Services

Insurers and Their Counsel

ACE American Insurance Company
ACE Property & Casualty Insurance Company
Accident & Casualty Co.
Accident & Casualty Insurance of Winterthur
AIG Property Casualty Insurance Company
Allianz SPA
Allianz Versicherungs AG, AM, Ins. Co.
American Guarantee & Liability Insurance Company
American Home Assurance Company
Century Indemnity Company
Certain London Market Insurance Companies
Certain Underwriters at Lloyd's of London
Chicago Ins. Co.
Columbia Casualty Company
Continental Casualty Company and Continental Insurance Company
Crowell & Moring LLP
Dairyland Insurance Company
Dentons US LLP
Duane Morris LLP

Evanston Insurance Company
Everest Reinsurance Company
Federal Insurance Company
First State Insurance Company
Government Employees Insurance Company
Insurance Company of the State of Pennsylvania
James, McElroy & Diehl, P.A.
Mays Law Firm, PLLC
MG Property Casualty Insurance Co.
Moore & Van Allen, PLLC
Nexsen Pruet PLLC
Pacific Employers Insurance Company
Rivkin Radler LLP
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Surplus Lines Insurance Company
Steptoe & Johnson LLP
The Ocean Marine Insurance Company Limited
Travelers Indemnity Company
Troutman Pepper Hamilton Sanders LLP
Twin City Fire Insurance Company
United States Fidelity and Guaranty Company

Wellfleet New York Insurance Company
Westchester Fire Insurance Company
Willkie Farr & Gallagher LLP
PartnerRe Insurance Company of New York
(f/k/a Winterthur Swiss Insurance Company)
World Auxiliary Insurance Corporation
Limited
Employers Mutual Insurance Company
Hartford Accident and Indemnity Company
Ifrah, PLLC
New England Insurance Company
New England Reinsurance Corporation
NRG Victory Reinsurance Company
Limited
Republic Insurance Company
Shipman & Goodwin LLP
Wilmer Cutler Pickering Hale and Dorr LLP
Windels Marx Lane & Mittendorf, LLP

Yasuda Fire & Marine Insurance Company
(UK) Limited
Zurich American Insurance Company
Zurich Insurance Company Ltd
Zurich Reinsurance Company, Ltd.

Counsel to Certain Asbestos Claimants

Essex Richards, P.A.
Higgins & Owens, PLLC
Richardson, Patrick, Westbrook &
Brickman, LLC
Schrader & Associates, LLP
Touchstone Family Law

**Contract Counterparties and Their
Counsel**

Clark Equipment Company
Doosan Infracore Co., Ltd.
Gardner Denver Holdings, Inc.
Kirkland & Ellis LLP

Other Parties

Seth B. Shapiro

Known Professionals for the Future Claimants' Representative

Anderson Kill P.C.
Ankura Consulting Group, LLC
Grier Wright Martinez, PA
Orrick, Herrington & Sutcliffe LLP

Counsel to Certain Asbestos Claimants

Bergman Draper Oslund Udo
Brayton Purcell LLP
Dean Omar Branham, LLP
Kazan, McClain, Satterley & Greenwood
Maune Raichle Hartley French & Mudd, LLC
Shepard Law, P.C.

Parties to Contested Proceeding

Hull & Chandler, P.A.
Sander L. Esserman
Young Conaway Stargatt & Taylor, LLP

Parties Served Subpoenas Pursuant to the Trust Discovery Order

ACandS Asbestos Settlement Trust
Armstrong World Industries Asbestos Personal Injury Settlement Trust
Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
Celotex Asbestos Settlement Trust
Combustion Engineering 524(g) Asbestos PI Trust
DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
Flintkote Asbestos Trust
G-I Holdings Inc. Asbestos Personal Injury Settlement Trust
GST Settlement Facility
Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust
Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
Paddock Enterprises, LLC
Pittsburgh Corning Corporation Asbestos PI Trust
Quigley Company, Inc. Asbestos PI Trust
T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust
The Delaware Claims Processing Facility
The Manville Personal Injury Settlement Trust
United States Gypsum Asbestos Personal Injury Settlement Trust
Verus Claims Services, LLC
Verus LLC
WRG Asbestos PI Trust
Yarway Asbestos Personal Injury Trust

Parties That Have Filed A Notice of Appearance and Their Counsel

Alexander Ricks PLLC
Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
Christopher Kuehn
David Regnery
Evan Turtz
FranGecker LLP
Galiher DeRobertis & Waxman LLP
Greenberg Traurig, LLP
Heather Howlett
Michael Lamach
McDermott Will & Emery LLP
McGuireWoods LLP
Moon Wright & Houston, PLLC
Nemeroff Law, PC
Richard Daudelin
Sara Brown
The Ruckdeschel Law Firm, LLC
The Oakfabco Liquidating Trust
Waldrep Wall Babcock & Bailey PLLC
Ward and Smith, P.A.
Waters & Krause, LLP
U.S. Bank National Association

Counsel for Parties Served Subpoenas Pursuant to the Trust Discovery Order

A.M Sacculo Legal LLC
Anselmi & Carvelli, LLP
Ballard Spahr LLP
Blanco Tackabery & Matamoros, P.A.
Bradley Arant Boult Cummings LLC
Campbell & Levine, LLC
Chipman, Brown, Cicero & Cole LLP
David I. Bledsoe
HoganMcDaniel
Latham & Watkins LLP
Lowenstein Sandler LLP
Potter Anderson & Corroon LLP
Richards, Layton & Finger P.A.
Robinson, Bradshaw & Hinson, P.A.
Stark & Stark
Sullivan Hazeltine Allinson LLC
Swartz Campbell LLC
Wollmuth Maher & Deutsch LLP

Exhibit B

Exhibit B

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TetraRho LLC

April 5, 2024

Joseph W. Grier, III
Grier Wright Martinez PA
521 E. Morehead Street, Suite 440
Charlotte, NC 28202

Jonathan Guy
Orrick, Herrington & Sutcliffe LLP
Columbia Center
1152 15th Street, NW
Washington, DC 20005

Re: In re Aldrich Pump, LLC, et al., Case No. 20-30608 (Bankr. W.D.N.C.)

Dear Joe and Jonathan:

This letter agreement (this "Agreement"), entered into as of April 5, 2024 (the "Effective Date"), confirms the terms of the agreement among TetraRho, LLC ("Tetra"), Orrick, Herrington & Sutcliffe LLP ("Counsel"), in its capacity as counsel to the Future Claimants' Representative (the "FCR" or the "Client") appointed by the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") in the bankruptcy cases of Aldrich Pump LLC and Murray Boiler LLC (collectively, the "Debtors"), jointly administered under Case No 20-30608 (the "Case"), and the FCR pursuant to which Tetra has been engaged to act as the exclusive financial advisor to Counsel and the FCR to provide financial advisory services as set forth below.

We have been retained on behalf of and will report solely to Counsel and the FCR and we shall have no duty to the Debtors notwithstanding that our fees and expenses will be paid by the Debtors.

1. Scope of Engagement. On the terms and subject to the conditions of this Agreement, Tetra will provide to Counsel and the FCR the following financial advisory services (the "Financial Advisory Services"), as requested by Counsel or the FCR:

- a. To the extent necessary or appropriate, familiarizing ourselves with the Debtors' financial condition and businesses;
- b. Reviewing financial related disclosures required by the Bankruptcy Court, including the Schedules of Assets and Liabilities, the Statement of Financial Affairs and Monthly Operating Reports;
- c. Preparing analyses required to assess the Debtors' funding agreement with Trane Technologies Company LLC and Trane U.S. Inc. and any other proposed financing;
- d. Assessing and monitoring the Debtors' short-term cash flow, liquidity, and operating results;
- e. Reviewing the Debtors' analysis of core business assets, valuation of those assets, and the potential disposition or liquidation of non-core assets;

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- f. Reviewing other financial information prepared by the Debtors, including, but not limited to, cash flow projections and budgets, business plans, cash receipts and disbursement analysis, asset and liability analysis, and the economic analysis of proposed transactions for which Bankruptcy Court approval is sought;
- g. Attending, assisting, and preparing materials related to due diligence sessions, discovery, depositions, negotiations, mediations, and other relevant meetings, and assisting in discussions with the Debtors, the Asbestos Personal Injury Committee, Trane Technologies plc and/or its subsidiaries, the Bankruptcy Administrator, other parties in interest, and their respective professionals;
- h. Evaluating and analyzing avoidance actions, including fraudulent conveyances and preferential transfers;
- i. Evaluating any pre-petition transactions of interest to the Counsel or the FCR;
- j. Assisting in the prosecution of FCR responses/objections to the Debtors' motions, including attendance at depositions and provision of expert reports/testimony on case issues as required by the FCR and/or Counsel;
- k. Assistance in the review and/or preparation of information and analysis necessary for the confirmation of a plan and related disclosure statement in the Case; and
- l. Providing such other financial advisory services as may be agreed in writing between Tetra and Counsel or the FCR.

In the event there is a disagreement as to any direction, guidance or instruction to be given to Tetra in connection with the foregoing Services, Tetra shall take such direction, guidance or instruction from Counsel.

It is expressly agreed that, other than as set forth above, Tetra will not evaluate or attest to the Debtors' internal controls, financial reporting, illegal acts or disclosure deficiencies and Tetra shall be under no obligation to provide formal fairness or solvency opinions with respect to any bankruptcy case or otherwise, or any transaction contemplated thereby or incidental thereto. In rendering its Services pursuant to this Agreement, and notwithstanding anything to the contrary herein, Tetra is not assuming any responsibility for any decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any transaction. Tetra shall not have any obligation or responsibility to provide legal, regulatory, accounting, tax, audit, "crisis management" or business consultant advice or services hereunder, and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements.

The Services and compensation arrangements set forth herein do not encompass other financial advisory services not set forth in this Section 1. If Counsel or the FCR and Tetra later determine to expand the scope of Services to include other services not otherwise set forth herein, such future agreement will be the subject of a further and separate written agreement of the parties, which future agreement shall not require the Debtors' consent so long as Tetra's fees and expenses remain limited to the fees and expenses described in this Agreement.

2. **Fees and Expenses.** For Tetra's Financial Advisory Services hereunder, the Debtors agree to pay to Tetra the following non-refundable fees (the "Fees"):

- a. **Financial Advisory Fees.** Our fees for the Financial Advisory Services set forth above (the "Financial Advisory Fees") will be based on the actual hours expended at our standard hourly rates that are in effect when the Financial Advisory Services are rendered. Our rates generally are revised periodically. Our current hourly rate for Managing Directors is \$950 per hour.

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- b. Expense Reimbursement. Tetra shall be entitled to reimbursement of actual, reasonable out-of-pocket expenses incurred in connection with the Services to be provided under this Agreement (including for Tetra's reasonable out-of-pocket fees and expenses for outside legal counsel and other third-party advisors) incurred in connection with this Agreement, including the negotiation and performance of this Agreement and the matters contemplated hereby (collectively, "Expenses").
- c. Testimony; Subpoena Requests. If Tetra is requested or required to appear as a witness in any action that is brought by, on behalf of, or against the FCR or the Debtors or that otherwise relates to this Agreement or the Services rendered by Tetra hereunder, the Debtors shall (i) compensate Tetra for its associated time charges at our regular rates in effect at the time and (ii) reimburse Tetra for all documented, actual out-of-pocket expenses incurred by Tetra in connection with such appearance or preparing to appear as a witness, including without limitation, the fees and disbursements of legal counsel of Tetra's choosing. In addition, Tetra will be compensated and reimbursed for any time and expense (including without limitation, fees and expenses of legal counsel of Tetra's choosing) that Tetra may incur in considering or responding to discovery requests or other formal information requests for documents or information made in connection with any action or in connection with the Services.

3. Invoices and Payment. The obligations of the Debtors under this Agreement (including the indemnification, reimbursement and contribution obligations described in Schedule I) will be effectuated through court order and shall be joint and several obligations. In no event shall the FCR or Counsel be liable in any capacity for any of Tetra's invoices, fees, expenses, costs, damages, other liabilities, or claims in connection with, or arising under, this Agreement or the engagement of Tetra hereunder. The payment of the Fees and Expenses hereunder are the exclusive obligations of the Debtors. The Debtors shall pay all Fees and Expenses subject to the requirements of the Bankruptcy Code and to review and approval by the Bankruptcy Court.

4. Term of Agreement. This Agreement may be terminated at any time by Tetra, Counsel, or the FCR, upon written notice to the other parties. Any termination of this Agreement shall not affect any provisions that survive the termination hereof, including, (i) the indemnification, reimbursement, contribution and other obligations set forth in this Agreement, including Schedule I, and (ii) Tetra's right to receive payment of Fees earned and Expenses incurred by Tetra through the date of termination, and the Debtors shall immediately pay or cause to be paid all such reasonable Fees and Expenses due and owing.

5. Nature of Services; Use of Advice.

- a. Tetra shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to Counsel and the FCR. The Services, including the deliverables and reports, are provided solely for the use of Counsel and the FCR for the purpose set forth herein. The Services and all deliverables are not for a third party's use, benefit or reliance and Tetra disclaims any contractual or other responsibility or duty of care to any third party based upon the Services or deliverables. The Debtors will indemnify and hold Tetra harmless from any and all claims asserted by a third party as a result of such unauthorized release of the any deliverables or reliance on the Services. Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity, other than the parties hereto, the Indemnified Persons (as such term is defined in Schedule I) and each of their respective successors, heirs and assigns, any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Tetra hereunder.
- b. At the direction of Counsel, certain communications and correspondence between Tetra, Counsel and the FCR, and reports and analyses prepared by Tetra, in connection with this Agreement and the

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matters contemplated hereby, will be considered in preparation for litigation, and accordingly, will be subject to the attorney-client privilege and work-product privilege between Tetra, Counsel and the FCR. Any document prepared by Tetra in connection with this Agreement is prepared for the purpose of assisting Counsel in providing legal advice to the FCR.

6. Intellectual Property. Tetra owns the intellectual property rights in the deliverables and reports and any materials created under this Agreement. Tetra agrees that upon payment in full for the Services, the FCR will have a non-exclusive, non-transferable license to use the deliverables for the FCR's own internal use in accordance with the terms of this Agreement. Notwithstanding the foregoing, (i) any patent, copyright, trademark and other intellectual property rights of Tetra contained in any deliverable or report shall remain the sole and exclusive property of Tetra, and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how and other intellectual property embedded in the deliverable or reports that Tetra may develop or supply in connection with our Services shall remain the sole and exclusive property of Tetra.

7. Confidentiality.

a. Generally. In connection with this engagement, a party (the "Receiving Party") may come into the possession, whether orally or in writing, of Confidential Information (as defined below) of another party (the "Disclosing Party"). The Receiving Party hereby agrees that it will not disclose, publish or distribute such Confidential Information to any third party without the Disclosing Party's consent, which consent shall not be unreasonably withheld other than (i) to the Receiving Party's affiliates and its and their employees, officers, directors, auditors, and advisors; (ii) if such disclosure is requested or required by a governmental agency having regulatory authority or other authority over the Receiving Party; (iii) pursuant to court order, subpoena or legal process requiring disclosure, provided that Receiving Party shall use its best efforts to promptly give Disclosing Party written prior notice (if legally permissible) of any disclosure under this clause (iii) so that Disclosing Party can seek a protective order; or (iv) to tax advisors regarding the tax treatment or tax structure of any transaction; provided that such advisors are informed of the confidential obligations hereunder.

b. Definition of Confidential Information. "Confidential Information" means any and all non-public, confidential or proprietary knowledge, data, or information of or concerning the Disclosing Party. For the avoidance of doubt, Confidential Information includes without limitation, research, analyses, names, business plans, valuations, databases and management systems. Confidential Information shall not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) is already in the lawful possession of the Receiving Party at the time of disclosure; (iii) is lawfully obtained from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (iv) is independently developed without use of or reference to any Confidential Information.

8. Company Access and Information. In order to fulfill the Services under this Agreement, it will be necessary for Tetra personnel to have access to the Debtors' facilities and certain books, records and reports. Counsel and the FCR will cooperate with the Debtors to provide Tetra with access to management and other representatives of the Debtors, as reasonably requested by Tetra, Counsel or the FCR. It is understood and expected that the Debtors will furnish Tetra with such information as Tetra believes reasonably appropriate to its assignment (all such information so furnished being the "Information"). The Debtors and Counsel, on behalf of the FCR, each recognizes and confirms that Tetra (i) will use and rely on the accuracy and completeness of the Information and on information available from generally recognized public sources without independently verifying the same, and (ii) does not assume responsibility for the accuracy, completeness or reasonableness of the Information and such other information, and (iii) will not provide any formal opinion regarding the assets or liabilities of the Debtors or a potential transaction.

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The FCR and Counsel shall advise Tetra promptly upon obtaining any actual knowledge of the occurrence of any event or any other change in fact or circumstance which occurs prior to the closing of any transaction, upon which Tetra formed part or all of its opinions, advice, or conclusions, or that could reasonably be expected to result in some or all of the Information being incorrect, inaccurate, or misleading. To the best of the FCR's and Counsel's knowledge, the Information to be furnished by or on behalf of the Debtors, when delivered, will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. The FCR and Counsel will promptly notify Tetra if it learns of any material inaccuracy or misstatement in, or material omission from, any Information previously delivered to Tetra.

9. Indemnification and Limitation of Liability. The FCR and Counsel shall seek to obtain a court order providing that the Debtors shall provide indemnification, contribution and reimbursement as set forth in Schedule I hereto. The terms and provisions of Schedule I are an integral part hereof, are hereby incorporated by reference, are subject in all respects to the provisions hereof and shall survive any termination or expiration of this Agreement. Further, if an Indemnified Person (as defined in Schedule I) is requested or required to appear as a witness in any Action (as defined in Schedule I) that is brought by or on behalf of or against the Debtors or that otherwise relates to this Agreement or the Services rendered by Tetra hereunder, the Debtors shall, jointly and severally, reimburse Tetra and the Indemnified Person for all documented, actual out of pocket expenses incurred by them in connection with such Indemnified Person appearing or preparing to appear as such a witness, including without limitation, the fees and disbursements of legal counsel. Neither the Debtors, Counsel, the FCR nor any other party acting on their behalf shall hold Tetra liable for any matter in connection with this engagement, the Services or the Agreement, absent gross negligence, willful misconduct or bad faith as finally determined by a judgment of a court of competent jurisdiction. In no event shall Tetra be liable (i) under this Agreement or the engagement for damages in excess of the total amount of Fees collected; (ii) loss or corruption of data from the Debtors' systems; or (iii) for any claim whatsoever for any loss of profit, goodwill, business opportunity, anticipated savings or benefits, special, consequential, exemplary, incidental, punitive or indirect damages of any kind.
10. Entire Agreement; Amendments. This Agreement (including Schedule I) represents the entire agreement between the parties in relation to the Services, supersedes all previous agreements relating to the subject matter hereof (should they exist) and may not be modified or amended except in writing signed by all of the parties hereto; provided, that the Agreement may be modified or amended without the consent of the Debtors so long as any such modifications or amendments do not increase the Debtors' monetary obligations under Sections 2 (Fees and Expenses), 9 (Indemnification and Limitation of Liability) and Schedule I.
11. Counterparts. This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.
12. Severability. The invalidity or unenforceability of any provision of this Agreement (including Schedule I) shall not affect the validity or enforceability of any other provision.
13. Announcements. Tetra may, at its option and expense, place customary announcements (including a customary "tombstone" advertisement) in such newspapers and periodicals as it may choose, or make similar announcements describing its services for Counsel and the FCR in connection with any Transaction contemplated herein. Tetra shall be entitled to identify the Debtors and use the Debtors' name and logo in connection therewith.
14. Governing Law; Jury Trial Waiver; Jurisdiction. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE. EACH OF TETRA, THE DEBTORS, THE FCR AND COUNSEL, KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN

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CONNECTION WITH THE ENGAGEMENT OF TETRA PURSUANT TO, OR THE PERFORMANCE BY TETRA OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA AND THE APPEALS COURTS THEREOF, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO FURTHER IRREVOCABLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND HEREBY WAIVES IN ALL RESPECTS ANY CLAIM OR OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NONCONVENIENS. EACH PARTY HERETO AGREES THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON IT AND MAY BE ENFORCED IN ANY OTHER COURT(S) HAVING JURISDICTION OVER IT BY SUIT UPON SUCH JUDGMENT. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ALL SUCH DISPUTES BY THE MAILING OF COPIES OF SUCH PROCESS TO THE NOTICE ADDRESS FOR EACH SUCH PERSON AS SET FORTH IN THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANY OTHER PARTY HERETO HAS REPRESENTED EXPRESSLY OR OTHERWISE THAT SUCH PARTY WOULD NOT SEEK TO ENFORCE THE PROVISIONS OF THIS WAIVER. EACH OF THE PARTIES HERETO HEREBY ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY AND IN RELIANCE UPON, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

15. Notices. Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered (including via email so long as the recipient acknowledges receipt) if to Counsel or Tetra at the address set forth in the signature blocks of each such person below. Notices shall be deemed provided on the date sent.

16. Miscellaneous.

a. Conflicts.

- i. Tetra may be involved in other activities from which conflicting interests, or duties, may arise. We have undertaken an inquiry of our records in accordance with our standard business practices based on the parties identified to us, and have determined that we may proceed. Should an actual conflict come to the attention of Tetra during the course of this engagement, we will notify you immediately and take appropriate actions, as necessary. Counsel represents and warrants that it has informed Tetra of the parties-in-interest to this matter and agrees that it will inform Tetra of additions to, or name changes for, those parties-in-interest. Tetra is not restricted from working on other engagements involving the parties in this matter; however, during the course of this engagement, services of the nature described in this Agreement that are directly adverse to the FCR shall not be provided by personnel working on this engagement without prior written consent of Counsel on behalf of the FCR.
- ii. Counsel on behalf of the FCR acknowledges that Tetra and its affiliates, in the context of other cases and matters, may have provided professional services to, may currently provide professional services to, or may in the future provide such services to other parties-in-interest.

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Counsel agrees on behalf of the FCR that Tetra, its affiliates, subsidiaries, subcontractors and their respective personnel will have no responsibility to Counsel or the FCR in relation to such professional services, nor any responsibility to use or disclose information Tetra possesses by reason of such services, whether or not such information might be considered material to the FCR. Information that is held elsewhere within Tetra but is not publicly available will not for any purpose be taken into account in determining Tetra's responsibilities to Counsel and the FCR under this engagement. Tetra will not have any duty to disclose to the Counsel or the FCR or any other party or utilize for the benefit of any such party's or any other party any non-public information, or the fact that Tetra is in possession of such information, acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business.

- b. Exculpation. The Debtors and Counsel, and the FCR agree not to bring any claim against a direct or indirect holder of any equity interests or securities of Tetra whether such holder is a limited or general partner, member, stockholder or otherwise, affiliate of Tetra, or director, officer, employee, representative, or agent of Tetra, or of an affiliate of Tetra or of any such direct or indirect holder of any equity interests or securities of Tetra (collectively, the "Party Affiliates"). The Debtors, the FCR and Counsel further agree that no Party Affiliate shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the Services contemplated thereby, and the Debtors, the FCR and Counsel, waive and release all claims against such Party Affiliates related to any such liability or obligation.
- c. Authority; Due Authorization; Enforceability. Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.
- d. Independent Contractors. In connection with the Services, Tetra may utilize employees, agents or independent contractors or its own affiliates (each of which is a separate and independent legal entity) or its own agents or independent contractors. References in this Agreement to Tetra personnel shall apply equally to employees, agents or independent contractors of Tetra and its affiliates. Tetra shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary. As an independent contractor, Tetra will have complete and exclusive charge of the management and operations of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operations of its business. Tetra will remain solely responsible for the Services.
- e. Limitations of Engagement. The FCR and Counsel, each acknowledge that Tetra is being retained solely to assist and advise Counsel and the FCR as described in this Agreement. The FCR and Counsel each understands that Tetra is not undertaking to provide any legal, regulatory, accounting, insurance, tax or other similar professional advice and the FCR and Counsel each confirms that it is relying on its own counsel, accountants and similar advisors for such advice. This engagement shall not constitute an audit, review or completion, or any other type of financial statement reporting engagement.
- f. Limitations on Actions. No action, regardless of form, relating to this engagement, the Services provided hereunder or this Agreement, may be brought by any party more than one (1) year after the

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- cause of action has accrued, except that an action for nonpayment may be brought no later than one (1) year following the due date of the last payment owing to the party bringing such action.
- g. Counsel Representation. The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel. There shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as “drafter” in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.
 - h. Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning parties. Notwithstanding the foregoing, Tetra may assign or novate this Agreement to a transferee of all or part of its business upon written notice. Tetra may also transfer or deal with our rights in any unpaid invoice without notice.
 - i. Headings. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
 - j. Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement that, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration. For the avoidance of doubt, upon any termination of this Agreement, Section 2-10, 12-16 and Schedule I hereto shall survive such termination and shall remain in effect. Notwithstanding the foregoing, the obligations under Section 7 shall survive for two (2) years after termination of this Agreement.
 - k. Force Majeure. No party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including but not limited to, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

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If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

We look forward to working with you on this matter.

TETRARHO LLC

By: _____

Name: Jason Solganick
Title: Managing Director
Address: 12 Riverview Farm Road
Ossining, NY 10562
Email: jasonsolganick@outlook.com

With a copy to:
12 Riverview Farm Road
Ossining, NY 10562
Attention: Jason Solganick

Accepted and agreed to as of the Effective Date:

**COUNSEL FOR ITSELF AND ON BEHALF OF THE FCR:
ORRICK, HERRINGTON & SUTCLIFFE LLP**

By: _____

Name: Jonathan P. Guy
Title: Senior Counsel
Address: Columbia Center
1152 15th Street, NW
Washington, DC 20005
Email: jguy@orrick.com

FCR:

By: _____

Name: Joseph W. Grier, III
Title: Court appointed Future Claimants' Representative
Address: Grier Wright Martinez PA
521 E. Morehead Street, Suite 440
Charlotte, NC 28202
Email: jgrier@grierlaw.com

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Schedule I

This Schedule I is a part of and incorporated into to that certain letter agreement (the "Agreement"), dated as of April 5, 2024 between TetraRho LLC ("Tetra"), Orrick, Herrington & Sutcliffe ("Counsel"), in its capacity as counsel to the Future Claimants' Representative (the "FCR" or the "Client") appointed by the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") in the bankruptcy cases of Aldrich Pump LLC and Murray Boiler LLC (collectively, the "Debtors"), jointly administered under Case No 20-30608 (the "Case") and the FCR, pursuant to which Tetra has been engaged to act as the exclusive financial advisor to Counsel to provide financial advisory services as set forth in the Agreement. Capitalized terms not defined herein shall have the same meaning assigned in the Agreement.

As a material part of the consideration for the agreement of Tetra to furnish its services under the Agreement, the Debtors, jointly and severally, agree that they shall defend, indemnify and hold harmless Tetra and its affiliates and their respective directors, officers, employees, attorneys and other agents appointed by any of the foregoing and each other person, if any, controlling Tetra or any of its affiliates (Tetra and each such person and entity being referred to as an "Indemnified Person"), from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, "Liabilities"), and will reimburse each Indemnified Person for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) (collectively, "Indemnified Expenses") as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation and whether or not any Indemnified Person is a party (collectively, "Actions"), in each case, related to or arising out of or in connection with advice or services rendered or to be rendered by an Indemnified Person pursuant to the Agreement, the transactions contemplated thereby or any Indemnified Persons' actions or inactions in connection with any such advice, services or transaction (the "Services"); provided that the Debtors will not be responsible for any Liabilities or Indemnified Expenses of any Indemnified Person that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal or further review, to have resulted primarily from such Indemnified Person's gross negligence or willful misconduct in connection with any of the advice, actions, inactions or Services referred to above other than an action or failure to act undertaken at the request or with the consent of the FCR or counsel. The Debtors shall also reimburse such Indemnified Person for all Indemnified Expenses as they are incurred in connection with enforcing such Indemnified Persons' rights under the Agreement (including without limitation its rights under this Schedule I). Such Indemnified Person shall reasonably cooperate with the defense of any Actions.

The Debtors shall, if requested by Tetra, assume the defense of any such Action including the employment of counsel reasonably satisfactory to Tetra. The Debtors will not, without prior written consent of Tetra (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination (i) includes an unconditional release of such Indemnified Person from all Liabilities arising out of such Action and (ii) does not include any admission or assumption of fault or culpability on the part of any Indemnified Person.

In the event that the foregoing indemnity is not available, for any reason, to an Indemnified Person in accordance with the Agreement, the Debtors shall contribute to the Liabilities and Indemnified Expenses paid or payable by such Indemnified Person in such proportion as is appropriate to reflect (i) the relative benefits to the Debtors and/or the FCR, on the one hand, and to Tetra, on the other hand, of the matters contemplated by the Agreement, or (ii) if the allocation provided by the immediately preceding clause (i) is not permitted by applicable law, not only such relative

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benefits but also the relative fault of the Debtors and/or the FCR, on the one hand, and Tetra, on the other hand, in connection with the matters as to which such Liabilities or Indemnified Expenses relate, as well as any other relevant equitable considerations. Notwithstanding the foregoing, in no event shall any Indemnified Persons be required to contribute an aggregate amount in excess of the amount of fees actually received by Tetra from the Debtors pursuant to the Agreement.

Prior to entering into any agreement or arrangement with respect to, or effecting, any (i) merger, statutory exchange or other business combination or proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets, or (ii) significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Debtors set forth in this Agreement, the Debtors will notify Tetra in writing thereof, if not previously so notified, and shall arrange in connection therewith alternative means of providing for the obligations of the Debtors set forth in this Agreement, including the assumption of such obligations by another party, insurance, surety bonds, the creation of an escrow, or other credit support arrangements, in each case in an amount and upon terms and conditions reasonably satisfactory to Tetra.

These indemnification, contribution and other provisions of this Schedule I shall (i) remain operative and in full force and effect regardless of any termination of the Agreement or completion of the engagement by Tetra; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of any Indemnified Person; and (iii) be in addition to any other rights that any Indemnified Person may have.

Exhibit C

Proposed Order

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

In re:)	
)	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , ¹)	Case No. 20-30608 (JCW)
)	
Debtors.)	(Jointly Administered)
)	

**EX PARTE ORDER AUTHORIZING JOSEPH W. GRIER, III, THE FUTURE
CLAIMANTS’ REPRESENTATIVE, TO RETAIN AND EMPLOY
TETRARHO, LLC AS FINANCIAL ADVISOR**

Upon the *ex parte* application (the “Application”) of Joseph W. Grier, III, the Court-appointed legal representative for future asbestos personal injury claims (the “FCR”) for entry of an order (this “Order”) authorizing the FCR to retain and employ TetraRho LLC (“Tetra”) as his financial advisor in connection with the above-captioned Chapter 11 cases of Aldrich Pump LLC and Murray Boiler LLC (collectively, the “Debtors”), effective as of April 5, 2024; it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding

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

pursuant to 28 U.S.C. § 157(b); and the Court having reviewed the Application and the accompanying Solganick Declaration;² and the Court being satisfied based upon the representations made in the Application and the Solganick Declaration that (a) Tetra is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, (b) Tetra does not hold or represent any interest adverse to the FCR, the Debtors or their estates on the matters upon which Tetra is to be engaged, (c) Tetra has no connection to the Debtors, their creditors, or any other party in interest except as disclosed in the Application and the Solganick Declaration, and (d) the retention and employment of Tetra as financial advisor to the FCR, effective as of April 5, 2024, is reasonable, necessary, and appropriate and is in the best interests of the FCR and the Debtors’ estates, their creditors and other parties in interest; and it further appearing that the terms and conditions of Tetra’s employment as described in the Application and the Solganick Declaration are reasonable and necessary; and the Court having found that notice of the Application was sufficient under the circumstances and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefore; IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. In accordance with Bankruptcy Code sections 328 and 1103(a), Bankruptcy Rule 2014, and Local Rule 2014-1 and 2016-1, the FCR is hereby authorized to employ and retain Tetra as his financial advisor in the above-captioned Chapter 11 Cases on the terms and conditions set forth in the Application and the Solganick Declaration, effective as of April 5, 2024.
3. Tetra is authorized to render the professional services set forth in the Application and the Solganick Declaration.

² Any capitalized term not defined herein shall have the meaning ascribed to it as set forth in the Application.

4. Tetra will use its reasonable efforts to avoid any duplication of services provided by any of the FCR's other retained professionals in these Chapter 11 Cases.

5. Tetra shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the Solganick Declaration, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, Local Rules, the Interim Compensation Order, and any other applicable orders or procedures of this Court.

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

7. The FCR is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

8. This Court shall retain exclusive jurisdiction over all matters pertaining to this Order and the Application.

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

United States Bankruptcy Court