IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	:	Chapter 11
ROBERTSHAW US HOLDING CORP., *et al.*,	:	Case No. 24-90052 (CML)
Debtors.[1]	:	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE FIRST AMENDED JOINT PLAN OF LIQUIDATION OF ROBERTSHAW US HOLDING CORP. AND ITS AFFILIATED DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that, as contemplated by the *First Amended Joint Plan of Liquidation of Robertshaw US Holding Corp. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 695] (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the "Plan"),[2] the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") hereby file this Plan Supplement (the "Plan Supplement").

PLEASE TAKE FURTHER NOTICE that this Plan Supplement includes current drafts of the following documents (as may be amended, modified, or supplemented from time to time):

Exhibit 1: Implementation Memorandum

Exhibit 2: Plan Administration Agreement

Exhibit 3: Liquidation Trust Agreement

Exhibit 4: Final Cure Schedule

Exhibit 5: Go-Forward Trade Claims

Exhibit 6: Retained Causes of Action

[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are as follows: Range Parent, Inc. (7956); Robertshaw US Holding Corp. (1898); Robertshaw Controls Company (9531); Burner Systems International, Inc. (8603); Robertshaw Mexican Holdings LLC (9531); Controles Temex Holdings LLC (9531); Universal Tubular Systems, LLC (8603); and Robertshaw Europe Holdings LLC (8843). The primary mailing address used for each of the foregoing debtors is 1222 Hamilton Parkway, Itasca, Illinois 60143.

[2] Capitalized terms used but not defined herein have the meanings set forth in the Plan.

PLEASE TAKE FURTHER NOTICE that these documents remain subject to continuing negotiations in accordance with the terms of the Plan and the final versions of these documents may contain material differences from the versions filed herewith. All parties reserve all rights to amend, modify, or supplement the Plan Supplement and the documents contained therein in accordance with the terms of the Plan. To the extent material amendments or modifications are made to the documents, the Debtors will file redline versions with the Court.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Court. If the Plan is approved, these documents contained in the Plan Supplement will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing (the "Confirmation Hearing") to consider confirmation of the Plan is scheduled to commence at 9:00 a.m. (Prevailing Central Time) on August 2, 2024, before the Honorable Christopher M. Lopez at the United States Bankruptcy Court, Southern District of Texas, Courtroom 401, 515 Rusk Street, Houston, Texas 77002. **This hearing may be continued by the Court or by the Debtors without further notice other than by announcement of same in open court and/or by filing and serving a notice of adjournment.**

PLEASE TAKE FURTHER NOTICE that all documents filed in these chapter 11 cases and other relevant case information are available free of charge on the following website maintained by the Debtors' claims, balloting, and noticing agent, Kroll Restructuring Administration LLC, in connection with the chapter 11 cases: https://cases.ra.kroll.com/Robertshaw/. Copies of any pleadings or papers filed with the Court may also be obtained by visiting the Court's website at https://ecf.txsb.uscourts.gov in accordance with the procedures and fees set forth therein.

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Dated: July 19, 2024

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II (Texas Bar No. 24012503)
Ashley L. Harper (Texas Bar No. 24065272)
Philip M. Guffy (Texas Bar No. 24113705)
HUNTON ANDREWS KURTH LLP
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Email: taddavidson@HuntonAK.com
ashleyharper@HuntonAK.com
pguffy@HuntonAK.com

- and -

George A. Davis (NY Bar No. 2401214)
George Klidonas (NY Bar No. 4549432)
Adam S. Ravin (NY Bar No. 4079190)
Misha E. Ross (NY Bar No. 5412747)
LATHAM & WATKINS LLP
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Email: george.davis@lw.com
george.klidonas@lw.com
adam.ravin@lw.com
misha.ross@lw.com

Counsel for the Debtors and Debtors in Possession

Certificate of Service

I certify that on July 19, 2024, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

Exhibit 1

Implementation Memorandum

Implementation Memorandum

Pursuant to the Amended Joint Plan of Liquidation of Robertshaw US Holding Corp. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 695] (as may be amended, modified or supplemented from time to time, the "***Plan***"), the relevant parties will undertake the following transactions in the following order. All terms used but not defined herein shall have the meaning set forth in the Plan.

Step 1 After the Confirmation and before the Closing of the Sale Transaction on the Effective Date, Robertshaw Europe Holdings II Ltd. contributes to Robertshaw Italy Srl, as a contribution to capital, a note receivable from Robertshaw Italy Srl with a balance of approximately US$31.7 million as of July 2024 (which contribution to capital will result in the extinguishment of the loan). No shares are issued in the contribution and the share capital accounts will not increase. The increase is booked in net equity reserve and will be made via an "exchange of correspondence."

Step 2 After Step 1 and before the Closing of the Sale Transaction on the Effective Date, Robertshaw US Holding Corp. contributes to Burner Systems International, Inc., as a contribution to capital, a loan receivable due and owing from Burner Systems International de Mexico, S.A. de C.V. with a balance of approximately US$12.3 million as of July 2024. No shares are issued in the contribution.

Step 3 Immediately after Step 2 and before the Closing of the Sale Transaction on the Effective Date, Burner Systems International, Inc. contributes to Burner Systems International de Mexico, S.A. de C.V., as a contribution to capital, the loan receivable received from Robertshaw US Holding Corp. in Step 2. No shares are issued in the contribution. As a result of the contribution, the loan will be extinguished.

Step 4 After Step 3 and before the Closing of the Sale Transaction on the Effective Date, the loan due and owing from Robertshaw Europe Holdings II Ltd. to Sternberk UK Branch Manufacture Plant CZ (with a balance of approximately US$7.9 million as of July 2024) is cancelled for no consideration.

Step 5 After Step 4 and before the Closing of the Sale Transaction on the Effective Date, (i) Robertshaw S.R.O. contributes to Robertshaw CZ Ltd. a loan receivable due and owing from Robertshaw Europe Holdings II Ltd (with a balance of approximately US$17.1 million as of July 2024) in exchange for equity interests in Robertshaw CZ Ltd. and (ii) immediately thereafter, the loan (with a balance of approximately US$17.1 million as of July 2024) due and owing from Robertshaw Europe Holdings II Ltd. to Robertshaw CZ Ltd. that is transferred in Step 5(i) is cancelled for no consideration.

Step 6 After Step 5 and before the Closing of the Sale Transaction on the Effective Date, Range Parent, Inc. transfers to Robertshaw US Holding Corp., pursuant to that certain Transfer Agreement and in part in exchange for Robertshaw US Holding Corp. assuming all liabilities of Range Parent, Inc. for General Unsecured Claims, all of Range Parent, Inc.'s equity interests in (i) Robertshaw Europe Holdings LLC, (ii) Robertshaw s.r.o., (iii)

Robertshaw Australia Pty, Ltd., (iv) Robertshaw Canada, Inc., (v) Robertshaw (Thailand) Ltd., (vi) Robertshaw, a.s., and (vii) Robertshaw Korea LLC.

Step 7 After Step 6 and before the Closing of the Sale Transaction on the Effective Date, Robertshaw US Holding Corp. contributes to Robertshaw Europe Holding LLC, as a contribution to capital, a loan receivable due and owing from RSK Trnava SK Branch with a balance of approximately US$15.7 million as of July 2024. No shares are issued in the contribution.

Step 8 After Step 7 and before the Closing of the Sale Transaction on the Effective Date, Robertshaw Controls Company converts to a Delaware limited liability company classified as a disregarded entity for U.S. federal income tax purposes. No entity classification election with respect to the newly converted limited liability company will be made.

Step 9 After Step 8 and before the Closing of the Sale Transaction on the Effective Date, (i) Range Red Acquisition, LLC (which has previously filed an entity classification election to be treated as a corporation for U.S. federal income tax purposes) transfers all of its equity interests to the Purchaser (directly or indirectly through Range Red Intermediate, Inc.) and (ii) immediately thereafter, Purchaser acquires the DIP Obligations (as defined in the Sale Order) under the DIP Credit Agreement and the loans under the Prepetition First Out Secured Indebtedness (as defined in the Sale Order) that will be included in the credit bid made in connection with the Sale Transaction from the applicable holders of such indebtedness in exchange for the equity interests in Range Red Acquisition, LLC transferred in Step 9(i).

Step 10 Immediately after Step 9 on the Effective Date, the Closing (as defined in the Asset Purchase Agreement) of the Sale Transaction shall occur in accordance with the terms of the Asset Purchase Agreement and the Sale Order.

Step 11 Immediately after Step 10 on the Effective Date, Robertshaw US Holding Corp. converts to a Delaware limited liability company classified as a disregarded entity for U.S. federal income tax purposes. No entity classification election with respect to the newly converted limited liability company will be made.

Step 12 Immediately after Step 11 on the Effective Date, (i) the Liquidation Trust is formed and funded in accordance with the terms of the Plan and (ii) subject to Step 13, all distributions pursuant to Article III of the Plan are made in accordance with the terms of the Plan. For the avoidance of any doubt, all outstanding Intercompany Claims held by the Debtors and all Intercompany Interests shall remain outstanding during the consummation of Step 11 and Step 12 until the consummation of Step 13. Interests in the Liquidation Trust will be issued to the beneficial owners thereof in accordance with the terms of the Plan.

Step 13 Immediately after Step 12 on the Effective Date, all Intercompany Claims, all Existing Equity Interests, and all Intercompany Interests are cancelled, released and extinguished in accordance with the terms of the Plan.

Step 14 After the Effective Date but before March 24, 2025, solely in the event that Range Parent, Inc. is not fully wound up and dissolved for all purposes by March 24, 2025, Range Parent, Inc. converts to a Delaware limited liability company classified as a disregarded entity for U.S. federal income tax purposes. No entity classification election with respect to the newly converted limited liability company will be made.

Exhibit 2

Plan Administration Agreement

PLAN ADMINISTRATION AGREEMENT

This Plan Administration Agreement (this "**Agreement**") is made this 19th day of July, 2024, by and between Range Parent, Inc., Robertshaw US Holding Corp., Robertshaw Controls Company, Burner Systems International, Inc., Robertshaw Mexican Holdings LLC, Controles Temex Holdings LLC, Universal Tubular Systems, LLC, and Robertshaw Europe Holdings LLC (collectively, the "**Debtors**" or, after the Effective Date of the Plan, the "**Post-Effective Date Debtors**") and Stephen Spitzer of AlixPartners LLP (the "**Plan Administrator**"), solely in his capacity as the Plan Administrator, in accordance with that certain *First Amended Joint Plan of Liquidation of Robertshaw US Holding Corp. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 695] (as the same may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "**Plan**").[1]

RECITALS

WHEREAS, on February 15, 2024, the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**");

WHEREAS, the Plan contemplates that a Plan Administrator will be appointed as of the Effective Date to administer the Plan in accordance with the terms of the Plan and this Agreement and to take such other actions as may be authorized under the Plan and this Agreement;

WHEREAS, the Plan provides that the powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and wind down the businesses and affairs of the Debtors other than those specific duties delegated under the Plan to the Liquidation Trustee, including, without limitation, selling, disposing, liquidating, receiving, holding, investing, supervising, protecting, and abandoning the Debtors' assets (including the Plan Administration Assets but excluding the Liquidation Trust Assets) and as otherwise provided in the Confirmation Order;

WHEREAS, an order confirming the Plan was entered by the Bankruptcy Court on [●], 2024 (the "**Confirmation Order**") and the Plan became effective on [●], 2024; and

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the Plan, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Appointment and Acceptance*. Pursuant to the Plan, Stephen Spitzer of AlixPartners LLP is hereby appointed, and accepts the engagement, to serve as the Plan Administrator for each of the Debtors and Post-Effective Date Debtors and agrees, subject to the terms of this Agreement,

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[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

to observe and perform all duties and obligations imposed upon the Plan Administrator by this Agreement, the Plan, orders of the Bankruptcy Court, and applicable law.

2. *Duties, Powers and Responsibilities of Plan Administrator for each of the Post-Effective Date Debtors*.

a. On and after the Effective Date, the Plan Administrator shall serve as the sole shareholder, interest holder, officer, director or manager of each of the Post-Effective Date Debtors, as applicable, under applicable state law. The Plan Administrator, subject to the terms and conditions of the Plan and this Agreement, shall be authorized to execute, deliver, file or record (in consultation with the Ad Hoc Group and ORC) such documents, contracts, instruments, releases and other agreements and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

b. On the Effective Date, the Plan Administrator shall sign this Agreement and accept the Wind-Down Reserve, the Professional Fee Escrow Account, the Additional Sale Consideration Escrow Account and the Cash therein (the "**Plan Administration Assets**"), subject to the terms of, and as provided in, the Plan and Confirmation Order. As of the Effective Date, the Plan Administration Assets and all assets dealt with in the Plan shall be free and clear of all Liens, Claims and Interests except as otherwise further provided in the Plan, the Confirmation Order or this Agreement (including Section 2(c) hereof). The Plan Administrator shall be authorized to use any proceeds of the Wind-Down Reserve in connection with the Wind-Down and use the Professional Fee Escrow Account and the Additional Sale Consideration Escrow Account for the purposes as explicitly set forth in the Plan.

c. After the Effective Date, subject to the terms of the Plan and Confirmation Order, upon payment of all Administrative Claims, Professional Fee Claims, Priority Tax Claims, Other Priority Claims and Plan Administration Expenses, and as required from the Additional Sale Consideration Escrow Account, and to the extent that the Plan Administrator determines in good faith, in consultation with the Ad Hoc Group and ORC, and on a reasonable basis, that substantially all of the claims and expenses for which the Wind-Down Amount was held in escrow are no longer outstanding or otherwise satisfied in full, the Plan Administrator shall remit any remaining unused Wind-Down Amount and the Plan Administration Assets (or proceeds thereof) to the Purchaser.

d. On or after the Effective Date, if necessary, the Plan Administrator shall have the right, but is not required, to establish a Disputed Administrative Claims Reserve and determine the amount of the Disputed Debt Claim Reserve based on the good faith estimates (in consultation with the Committee, the Post-Effective Date Debtors, the Ad Hoc Group and ORC), net of any taxes imposed thereon or otherwise payable by the Equitably Subordinated Funded Debt Claim Reserve, and which such amount shall be deposited in the Equitably Subordinated Funded Debt Claim Reserve.

e. On or after the Effective Date, if necessary, the Plan Administrator shall have the right, but is not required, to establish an Equitably Subordinated Funded Debt Claim Reserve and determine the amount of the Equitably Subordinated Funded Debt Claim Reserve based on the good faith estimates (in consultation with the Committee, the Post-Effective Date Debtors, the Ad Hoc Group and ORC), net of any taxes imposed thereon or otherwise payable by the Equitably

Subordinated Funded Debt Claim Reserve, and which such amount shall be deposited in the Equitably Subordinated Funded Debt Claim Reserve.

f. The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and wind down the businesses and affairs of the Debtors without the need for Bankruptcy Court approval (unless otherwise indicated) other than those specifically delegated to the Liquidation Trustee, and which such Plan Administrator powers and authorities include, without limitation, but subject to the terms of the Plan and Confirmation Order, to:

i. except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process, including the authority to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;

ii. make Distributions to Holders of Allowed Claims (other than the General Unsecured Claims) in accordance with the Plan, including, without limitation, to establish sufficient reserves (including the Disputed Claims Reserves) necessary to make distributions on account of Claims that may become Allowed after the Effective Date;

iii. receive, manage, invest, supervise, abandon and protect any and all property of the Post-Effective Debtors, including the Plan administration Assets, consistent with the terms of the Plan and this Agreement, and take all actions necessary to effectuate same;

iv. exercise their reasonable business judgment to direct and control the Wind-Down, liquidation, sale or abandonment of the remaining assets of the Debtors under the Plan and in accordance with applicable law as necessary to maximize Distributions to Holders of Allowed Claims;

v. authorize payment of unpaid Professional Fee Claims (once Allowed pursuant an order of the Bankruptcy Court or otherwise authorized to be paid) and distribute any remaining amounts in the Professional Fee Escrow Account to the Purchaser after all Professional Fee Claims (other than any Professional Fee Claims that have been disallowed by Final Order) have been irrevocably paid in full;

vi. facilitate making payments to existing professionals who will continue to perform in their current capacities;

vii. retain and compensate professionals to assist the Plan Administrator in performance of their duties under the Plan;

viii. facilitate maintenance of the books and records and accounts of the Debtors and obtain any necessary insurance;

ix. incur and pay all Plan Administration Expenses;

x. facilitate administration of the tax-related obligations of each Debtor or its Estate, including (a) filing tax returns and paying tax obligations, (b) requesting, if necessary, an expedited determination of any unpaid tax liability of each Debtor or its Estate under Bankruptcy Code section 505(b) for all taxable periods of such Debtor ending after the Petition Date through the liquidation of such Debtor as determined under applicable tax laws, and (c) representing the interest and account of each Debtor or its Estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

xi. prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors that are required by any Governmental Unit or applicable law;

xii. facilitate payment of Statutory Fees in accordance with Article II.A.4 of the Plan;

xiii. undertake all administrative functions in the Chapter 11 Cases for the Post-Effective Date Debtors pursuant to the terms of the Plan and Confirmation Order, including the closing of the Chapter 11 Cases;

xiv. perform other duties and functions that are necessary and proper for the implementation of the Plan; and

xv. exercise such other powers as may be vested in them pursuant to an order of the Bankruptcy Court or pursuant to the Plan, or as they reasonably deem to be necessary and proper to carry out the provisions of the Plan.

3. *Wind-Down.*

a. After the Effective Date, pursuant to the Plan, the Plan Administrator shall effectuate the Wind-Down in accordance with the Plan and the Implementation Memorandum without any further approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code.

b. The Wind-Down shall occur in an expeditious but orderly manner after the Effective Date; provided, however, that in the event Range Parent, Inc. is not fully wound up and dissolved for all purposes by March 24, 2025, the Plan Administrator shall convert Range Parent, Inc. to a Delaware limited liability company classified as a disregarded entity for U.S. federal income tax purposes (and, for the avoidance of doubt, no entity classification election with respect to the newly converted limited liability company will be made).

4. *Retention of Professionals.* The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, in the reasonable discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of their duties. The provision of services by a professional to the Debtors shall not disqualify such professional from employment by the Plan Administrator. The reasonable and documented fees

and expenses of such professionals shall be paid by the Post-Effective Date Debtors solely from the Wind-Down Amount, upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable and documented fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court, *provided*, however, that any disputes related to such fees and expenses shall be brought before the Bankruptcy Court. Professionals retained by the Plan Administrator may include, without limitation and without further approval, AlixPartners LLP and one or more of its affiliates (the "**PA Firm**"). The Plan Administrator is hereby expressly authorized to utilize the services of the PA Firm, its affiliates and personnel as professionals (rather than utilizing other similarly situated or available personnel or professional services firms) notwithstanding that (a) the Plan Administrator may benefit (directly or indirectly) from the compensation paid to the PA Firm and (b) other persons or entities may be available to provide the same or similar work at similar or more competitive prices. In no event shall the Plan Administrator, the PA Firm or their affiliates be subject to a claim of a conflict of interest or breach of fiduciary duty or any other claim arising as a result of the appointment of any such person in accordance with this provision.

5. *Reports to be Filed by the Plan Administrator*. The Plan Administrator shall file with the Bankruptcy Court quarterly reports when they become due, in a form reasonably acceptable to the U.S. Trustee; *provided* that the Plan Administrator shall not be required to file any reports required to be filed by the Liquidation Trustee under the Liquidation Trust Agreement. Notwithstanding, and without limitation of, the foregoing, the Plan Administrator shall (i) respond to reasonable requests for information regarding Distributions and the Claims reconciliation process that may be made by the Purchaser or its professionals and (ii) unless the Purchaser determines otherwise, provide to Purchaser, every month (or such other time period as the Purchaser may reasonably request) beginning from the date of this Agreement, a status and progress report outlining the material activities of the Plan Administrator and their professionals during such period, including, without limitation, a report of all receipts and disbursements made during such period, the status of the Wind-Down Amount and the Plan Administration Assets (or proceeds thereof), the status of the Claims reconciliation process, and a summary of actions taken to implement the provisions of the Plan.

6. *No Other Duties*. Other than the duties and obligations of the Plan Administrator specifically set forth in this Agreement, the Plan, the Confirmation Order and any other order of the Bankruptcy Court, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to their employment or position as such.

7. *Representative of the Estate*. The Plan Administrator shall be deemed to be an Estate representative for the Post-Effective Date Debtors for all purposes under the Plan and the Chapter 11 Cases.

8. *Liability*. As of and after the Effective Date, the Plan Administrator, the PA Firm and the Plan Administrator's retained professionals shall not be liable for any act taken or omitted to be taken in their respective capacities as such in connection with or in furtherance of the Plan or this Agreement ("**Related Matters**"), in each case other than for acts or omissions constituting their respective gross negligence, actual fraud or willful misconduct as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The Plan Administrator, the

PA Firm and/or the Plan Administrator's retained professionals may, in connection with the performance of their functions, and in their sole and absolute discretion and without any requirement or obligation, consult with attorneys, accountants, financial advisors and other professionals of the Debtors, the Plan Administrator or the Post-Effective Date Debtors, as applicable, and shall not be liable for any act taken, omitted to be taken or suffered to be done in accordance with advice or opinions rendered by such Persons, regardless of whether such advice or opinions are provided in writing (other than for acts or omissions constituting the gross negligence, actual fraud or willful misconduct of such applicable Person as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction). For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Plan Administrator, in their capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract or otherwise, of the Debtors. In no event shall the PA Firm be responsible or liable for the acts or omissions of the Plan Administrator.

9. *Exculpation, Indemnification and Insurance*. The Debtors shall indemnify and hold harmless (i) the Plan Administrator in connection with carrying out the obligations under this Agreement, including the maintenance or disposition of the Plan Administration Assets, and (ii) such other Persons retained by the Plan Administrator (those in (i) and (ii) collectively, the "**<u>Plan Administration Indemnified Parties</u>**"), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Plan Administration Indemnified Party's gross negligence, actual fraud or willful misconduct (as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction), with respect to Debtors or the implementation or administration of the Plan. To the extent a Plan Administration Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to the Plan Administrator Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Plan Administration Indemnified Party (and such Plan Administration Indemnified Party undertakes to repay such amounts if it ultimately shall be determined that such Plan Administration Indemnified Party is not entitled to be indemnified therefore) out of the Wind-Down Reserve or any insurance purchased using the Wind-Down Reserve.

10. *Reliance by Plan Administrator*. The Plan Administrator may rely upon, and shall be fully protected in acting or refraining from acting if they rely upon, any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Plan Administrator reasonably believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of cables, telecopies and telexes, to have been sent by the proper party or parties, and the Plan Administrator may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. The Plan Administrator shall be entitled to rely upon the advice of professionals in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon (other than for acts or omissions constituting gross negligence, actual fraud or willful misconduct as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction). The Plan Administrator shall have the right at any time to seek and rely upon instructions from the

Bankruptcy Court concerning this Agreement, the Plan, or any other document executed in connection herewith or therewith, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon (other than for acts or omissions constituting gross negligence, actual fraud or willful misconduct as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction). It is understood that the Plan Administrator is relying solely upon the information supplied by the Post-Effective Date Debtors and their Representatives without assuming any responsibility for independent investigation or verification thereof.

11. *Reliance by Persons Dealing with the Plan Administrator*. In the absence of actual knowledge to the contrary, any Person dealing with the Post-Effective Date Debtors, the Plan Administrator, the PA Firm or the Plan Administrator's professionals shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Post-Effective Date Debtors and shall have no obligation to inquire into the existence of such authority.

12. *Compensation of Plan Administrator and PA Firm.* The Plan Administrator and, to the extent retained by the Plan Administrator, the PA Firm shall be compensated solely by the Post-Effective Date Debtors and solely from the Wind-Down Amount, consistent with the Wind-Down Budget and at the standard hourly billing rates in effect for the Plan Administrator and the PA Firm and its personnel, based on the position held by the applicable Person, plus expenses. The hourly rates of the Plan Administrator and PA Firm are subject to periodic adjustment to reflect economic and other conditions. The Plan Administrator and PA Firm's current hourly rates are set forth below:

Plan Administrator	$1,380
Managing Directors	$1,495
Directors	$1,100
Analysts/Associates	$775 – 855

(b) *Plan Administrator's Funds*. No provision of this Agreement or the Plan shall require the Plan Administrator to expend or risk their own funds or otherwise incur any financial liability in the performance of any of their duties as Plan Administrator hereunder or under the Plan, or in the exercise of any of their rights or powers as Plan Administrator. Under no circumstances shall the Liquidation Trust Assets be available to fund any obligations, costs or expenses of the Plan Administrator or the Estates other than distributions on account of General Unsecured Claims and Retained Causes of Action pursuant to the Plan and the Liquidation Trust Agreement. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, the Plan, the Confirmation Order or any other document, under no circumstance shall the Purchaser shall have any obligation to fund or compensate the Plan Administrator or the PA Firm for any fees, expenses or other costs related to, or in connection with, the Plan Administrator, the PA Firm, any Plan Administration Assets or anything related thereto, whether under this Agreement or otherwise.

13. *Service of Plan Administrator*. The Plan Administrator shall serve until the (a) termination of this Agreement or (b) the Plan Administrator resigns (subject to the terms of this Agreement and the provisions of the Plan) or is otherwise discharged; *provided* that if the Plan Administrator resigns for any reason other than for Cause (as defined below), they shall continue to serve until a new Plan Administrator is selected by the Debtors or the Post-Effective Date Debtors, as applicable, pursuant to the Plan and begins to serve but in no event for a period longer than thirty (30) days.

14. *Appointment of the Plan Administrator.* The Plan Administrator shall be appointed by the Debtors and the Ad Hoc Group, in consultation with ORC. The Plan Administrator shall retain and have all the rights, powers and duties necessary to carry out their responsibilities under the Plan, other than those specific duties delegated to the Liquidation Trustee (which include the administration of the Liquidation Trust) and as otherwise provided in the Confirmation Order.

15. *Resignation or Removal of Plan Administrator*.

(a) In the event of the dissolution, bankruptcy, insolvency, resignation, removal, or any other vacancy of the Plan Administrator, the Plan Administrator shall appoint a successor Plan Administrator; *provided* that, if the Plan Administrator is removed for cause or is otherwise unable to appoint a successor Plan Administrator, the Purchaser shall appoint a successor Plan Administrator.

(b) The Plan Administrator may resign at any time upon thirty (30) days' advance written notice filed with the Bankruptcy Court. Upon their appointment, the successor Plan Administrator shall become fully vested with all of the rights, powers, duties, and obligations of their predecessor, and all responsibilities of the predecessor Plan Administrator relating to the Debtors or Post-Effective Date Debtors shall be terminated.

(c) No successor Plan Administrator hereunder shall in any event have any liability or responsibility for the acts or omissions of any predecessor. The resignation or removal of a Plan Administrator shall not operate to terminate this Agreement, revoke any existing agency created pursuant to this Agreement, or invalidate any action theretofore taken by any Plan Administrator. Every successor Plan Administrator appointed pursuant to this Section 15 shall execute, acknowledge and deliver to the Post-Effective Date Debtors an instrument in writing accepting such appointment. Thereupon, such successor Plan Administrator, without any further action required, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor.

(d) After notice and a hearing, the Bankruptcy Court may remove the Plan Administrator for Cause.[2]

16. *Closing of Chapter 11 Cases; Termination*. This Agreement shall terminate upon the dissolution of the last remaining Post-Effective Date Debtor and the entry of an order by the Bankruptcy Court closing the Chapter 11 Case of the last remaining Post-Effective Date Debtor.

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[2] "Cause" means willful misconduct, gross negligence, fraud or breach of fiduciary duty.

All provisions of this Agreement that expressly survive termination shall remain in effect in accordance with their terms.

17. *Obligations of the Plan Administrator Upon Termination*. Before termination in accordance with the terms hereof, the Plan Administrator shall (a) provide, with such expenses to be paid for by the Post-Effective Date Debtors solely out of the Wind-Down Amount and using commercially reasonable efforts consistent with the Wind-Down Budget, for the retention and storage of any books, records and files until such time as such books, records and files are no longer required to be retained under applicable law (as determined by the Plan Administrator in good faith) and (b) inform the Post-Effective Date Debtors of the location at which such books, records and files are being stored. Except as otherwise specifically provided herein, after the termination of this Agreement pursuant to Section 16 above, the Plan Administrator shall have no further duties or obligations hereunder.

18. *Cooperation Among Plan Administrator, Liquidation Trustee and the Purchaser.*

(a) Pursuant to the Plan, prior to the completion of the wind-down of the Estates and closing of the Chapter 11 Cases of the Post-Effective Date Debtors, the Plan Administrator shall have reasonable access to, and the reasonable assistance of, the Purchaser and the Liquidation Trustee, and to the assets, software and systems of Robertshaw and the Liquidation Trust, to the extent necessary to (i) perform the Claims reconciliation process in connection with the Chapter 11 Cases, (ii) complete the wind-down of the Estates, and (iii) perform the obligations of the Plan Administrator hereunder and under the Plan, and the Purchaser and the Liquidation Trustee shall cooperate, to the extent reasonably requested, therewith; provided that the Plan Administrator shall not be required to continue to employ any of the Debtors' employees for this purpose. The Plan Administrator shall, during the period that they serve in such capacity under this Agreement and following the termination of this Agreement or following the Plan Administrator's removal or resignation hereunder, hold strictly confidential and not use for personal gain any non-public information of or pertaining to the Debtors or Post-Effective Date Debtors or of which the Plan Administrator became aware in their capacity as such, except as otherwise required by law.

(b) Pursuant to the Plan, prior to the completion of the wind-down of the Estates and closing of the Chapter 11 Cases of the Post-Effective Date Debtors, the Liquidation Trustee shall have reasonable access to, and the reasonable assistance of, the Plan Administrator, and to the assets, software and systems of the Post-Effective Date Debtors, to the extent necessary to (i) make distributions to General Unsecured Creditors as provided in the Plan, (ii) administer the Retained causes of Action, and (iii) perform the obligations of the Liquidation Trustee under the Liquidation Trust Agreement and under the Plan, and the Plan Administrator shall cooperate, to the extent reasonably requested, therewith.

(c) Pursuant to the Plan, prior to the completion of the wind-down of the Estates and closing of the Chapter 11 Cases of the Post-Effective Date Debtors, the Purchaser shall have reasonable access to, and the reasonable assistance of, the Plan Administrator and the Liquidation Trustee, and to the assets, software, and systems of, as applicable, the Post-Effective Date Debtors, (i) to the extent necessary to continue to perform its obligations to holders of Go-Forward Trade Claims and any other obligations of the Debtors assumed by the Purchaser under the Plan or the

Sale Order and (ii) as otherwise necessary in the ordinary course of operations, in each case consistent with this Agreement and the Plan.

19. *Tax Matters*.

(a) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, or the receipt of a determination by the IRS, the Plan Administrator shall treat any Disputed Administrative Claims Reserve and Equitably Subordinated Funded Debt Claim Reserve and each as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9 and, to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors, the Post-Effective Date Debtors, the Plan Administrator, Holders of Disputed Administrative Claims and Holders of Equitably Subordinated Fund Debt Claims) shall be required to report for tax purposes consistently with the foregoing.

(b) The Plan Administrator may require, as a condition to the receipt of a Distribution, that a holder of Claims furnish to the Debtors, Plan Administrator or Disbursing Agent, as applicable, any necessary or appropriate tax documentation and information, including a Form W-8 or Form W-9, as applicable, and including any other forms or documents reasonably requested by the Plan Administrator. If any holder fails to comply with such a request within three (3) months thereof, such Distribution in respect of such holder may be withheld and in such event shall be deemed an undeliverable Distribution and shall be treated in accordance with Article VII.D.2 of the Plan.

20. *Governing Law*. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

21. *Dispute Resolution*. Without permission of the Bankruptcy Court, no judicial, administrative, arbitral or other action or proceeding shall be commenced against the Plan Administrator in their official capacity as such, with respect to status, duties, powers, acts or omissions as Plan Administrator, in any forum other than the Bankruptcy Court.

22. *Retention of Jurisdiction*. The Bankruptcy Court shall have the continuing and exclusive jurisdiction to interpret and enforce this Agreement and to determine all disputes arising hereunder. The Parties hereto consent to the entry of a final order by the Bankruptcy Court in connection with any dispute arising under or related to this Agreement.

23. *Amendment; Waiver*. No term or provision of this Agreement may be amended or waived without (i) the prior written consent of the Plan Administrator, the Ad Hoc Group and ORC and (ii) notice and reasonable opportunity to object by all parties in interest as set forth below. Any Party's failure, at any time or times, to require strict performance by the other party of any provision of this Agreement shall not waive, affect or diminish any right of such party thereafter to demand strict compliance and performance therewith. This Agreement may be amended without further order of the Bankruptcy Court, *provided, however,* that notices of any such amendments shall be filed with the Bankruptcy Court and provide all parties in interest a

reasonable opportunity to object in writing to such amendment prior to such amendment becoming effective.

24. *Conflict with Plan*. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan other than those specific duties delegated to the Liquidation Trustee (which include the administration of the Liquidation Trust) and as otherwise provided in the Confirmation Order. In the event that the provisions of this Agreement (including any amendments pursuant to Section 23 hereof) are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control.

25. *Severability*. If any provision of this Agreement or the application thereof to any Entity or circumstance shall be determined by a Final Order to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and all such remaining provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. *Notices*. Any notice or other communication hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of an e-mail or facsimile transmission or (b) confirmed delivery by a standard overnight carrier or when delivered by hand and addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

If to the Plan Administrator or to the Post-Effective Date Debtors:

Stephen Spitzer
AlixPartners LLP
909 Third Avenue, 30th Floor
New York, NY 10022
Email: sspitzer@alixpartners.com

with a copy to:

George Klidonas and Adam Ravin, counsel to the Post-Effective Date Debtors
Latham & Watkins LLP
1271 Ave of the Americas
New York, NY 10020
Email: george.klidonas@lw.com and adam.ravin@lw.com

and

Timothy A. (“Tad”) Davidson II and Ashley L. Harper, co-counsel to the Post-Effective Date

Debtors
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, Texas 77002
Email: TadDavidson@andrewskurth.com and AshleyHarper@andrewskurth.com

If to the Purchaser:

Scott J. Greenberg and Jason Zachary Goldstein, counsel to the Purchaser
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Email: SGreenberg@gibsondunn.com and JGoldstein@gibsondunn.com

If to ORC:

Sidney Levinson and Erica Weisgerber, counsel to ORC
Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
Email: slevinson@debevoise.com and eweisgerber@debevoise.com

27. *Headings*. The section headings contained in this Agreement are solely for convenience and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

28. *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. For the avoidance of doubt, this waiver does not apply to any Claims or Retained Causes of Action.

29. *Integration*. This Agreement (together with the Plan) sets forth in full the terms of agreement between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto; provided however that in the event of any conflict between the terms of this Agreement and the Plan, the Plan controls.

30. *Successors and Assigns; No Third Party Beneficiaries*. This Agreement shall be binding on and shall inure to the benefit of each of the parties and their respective successors and assigns, except as otherwise provided herein. No party may assign, transfer, hypothecate or otherwise convey its respective rights, benefits, obligations or duties hereunder without the prior express written consent of the other party. Any such purported assignment, transfer, hypothecation or other conveyance by any party without the prior express written consent of the other party shall be null and void and of no force or effect. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of the parties with respect to the transactions

contemplated hereby, and notwithstanding anything to the contrary in this Agreement, no Person shall be a third party beneficiary of any of the terms and provisions of this Agreement.

31. *Counterparts; Effectiveness*. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. Provided the Effective Date has occurred, this Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic mail transmission. Such facsimile or electronic mail signature shall be treated in all respects as having the same effect as an original signature.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers.

Stephen Spitzer, solely in his capacity as the Plan Administrator

By: */s/ Stephen Spitzer*

Name: Stephen Spitzer

Title: Partner & Managing Director, AlixPartners, LLP

Date: July 19, 2024

Robertshaw US Holding Corp., on behalf of itself and each of the Post-Effective Date Debtors

By: */s/ John Hewitt*

Name: John Hewitt

Title: Chief Executive Officer

Date: July 19, 2024

<u>Exhibit 3</u>

Liquidation Trust Agreement

ROBERTSHAW LIQUIDATION TRUST AGREEMENT

This Liquidation Trust Agreement and Declaration of Trust (the "Liquidation Trust Agreement") is made this [●] day of [●], 2024, by and among Range Parent, Inc.; Robertshaw US Holding Corp., Robertshaw Controls Company, Burner Systems International, Inc., Robertshaw Mexican Holdings LLC, Controles Temex Holdings LLC, Universal Tubular Systems, LLC, and Robertshaw Europe Holdings LLC (collectively, the "Debtors" or "Liquidating Debtors," as applicable) and [●] of [●] (the "Liquidation Trustee" and together with the Debtors, the "Parties" and each, a "Party") in accordance with that certain First Amended Joint Plan of Liquidation of Robertshaw US Holding Corp. and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code, as the same may from time to time be amended or modified in accordance with the terms thereof (the "Plan"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

WITNESSETH

WHEREAS, on February 15, 2024, each Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), and their chapter 11 cases are being jointly administered under the caption In re Robertshaw US Holding Corp., *et al.*, Case No. 24-90052 (CML) (Bankr. S.D. Tex.) (the "Chapter 11 Cases").

WHEREAS, on February 23, 2024, the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") pursuant to Bankruptcy Code section 1102(a).[1] On February 24, 2024, the U.S. Trustee filed a *Notice of Reconstituted Committee of Unsecured Creditors*[2] removing Nexeo Plastics LLC from the Committee.

WHEREAS, on May 24, 2024, the Debtors filed the initial version of the Plan.

WHEREAS, on [●], 2024, the Bankruptcy Court entered an order [Docket No. [●]] (the "Confirmation Order") confirming the Plan, which will become effective once all conditions laid out in Article IX.B of the Plan have been satisfied or waived pursuant to the Plan (the "Effective Date").

WHEREAS, Article V.J of the Plan provides for the creation of a liquidation trust (the "Liquidation Trust") on the Effective Date.

WHEREAS, the Liquidation Trust is established on the Effective Date in accordance with Article V.J of the Plan and the Confirmation Order for the benefit of Holders of the Allowed General Unsecured claims in Class 5 and Allowed First-Out Funded Debt Deficiency Claims in Class 6a of the Plan (the "Liquidation Trust Beneficiaries" or "Beneficiaries").

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1 *See The United States Trustee's Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 211].

2 *See* Docket No. 218.

WHEREAS, the Liquidation Trust is established as a liquidating trust in accordance with Treasury Regulation Section 301.7701-4(d) for the sole purpose of collecting, liquidating, and distributing the proceeds of the Liquidation Trust Assets in an expeditious and orderly manner for the benefit of the Beneficiaries in accordance with the terms of this Liquidation Trust Agreement and the Plan with no objective to continue or engage in the conduct of a trade or business;

WHEREAS, the Liquidation Trust is intended to qualify and be treated as a grantor trust for U.S. federal income tax purposes pursuant to Sections 671 through 677 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, in accordance with the Plan, and pursuant to Bankruptcy Code section 1145, the Liquidation Trust is further intended to be exempt from the requirements of the Securities Act of 1933, as amended, and the Securities and Exchange Act of 1934, as amended (collectively, the "Securities Act"), and any applicable state and local laws requiring registration of securities;

WHEREAS, pursuant to Plan and this Liquidation Trust Agreement, the Debtors, the Liquidation Trustee, and the Beneficiaries are required to treat, for all U.S. federal income tax purposes, (i) the transfer of the Liquidation Trust Assets to the Liquidation Trust as a transfer of the Liquidation Trust Assets by the Debtors to the Beneficiaries in satisfaction of their Allowed Claims, followed by a transfer of the Liquidation Trust Assets by the Beneficiaries to the Liquidation Trust in exchange for their Liquidation Trust Interests (as defined below) herein, and (ii) the Beneficiaries as the grantors and owners of the Liquidation Trust in accordance with Treasury Regulation Section 301.7701-4; and

WHEREAS, the Bankruptcy Court shall have jurisdiction over the Liquidation Trust, the Liquidation Trustee and the Liquidation Trust Assets, as provided herein and in the Plan.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and in the Plan, the Debtors and the Liquidation Trustee agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

1.1.1 "Assigned Direct Creditor Claims" means any Direct Creditor Claims (as defined below) held by the Beneficiaries that are assigned to the Liquidation Trust in accordance with Section 3.2 herein, which in each case are subject to the distribution priorities set forth in Section 4.1 herein.

1.1.2 "Available Liquidation Trust Cash" means the gross proceeds generated through the liquidation and monetization of Distributable Assets (as defined below) or any portion thereof, less charges, costs, and expenses that are rightly deducted and attributable to the liquidation and monetization of the Distributable Assets. For the avoidance of doubt, no amounts from the GUC Recovery Pool (as defined in the Plan) shall be used to pay charges, costs or expenses of the Liquidation Trust.

1.1.3 "Distributable Assets" means proceeds resulting from the prosecution of Retained Causes of Action and any other assets (and the proceeds thereof) that are available or will become available for Distribution (as defined below) transferred to and vested in the Liquidation Trust on the Effective Date and any other funds or assets that are available for the benefit of the Beneficiaries and/or are subsequently transferred to or recovered by the Liquidation Trust.

1.1.4 "Distribution" means a distribution of property to a Beneficiary in accordance with this Liquidation Trust Agreement.

1.1.5 "Direct Creditor Claims" any direct claims or causes of action that any Holder of a General Unsecured Claim may have against third parties related to the Debtors or any of the Debtors' current or former officers or directors.

1.1.6 "Final Order" means an order of the Bankruptcy Court or any other court of competent jurisdiction (a) as to which the time to appeal shall have expired and as to which no appeal shall then be pending or (b) if a timely appeal shall have been filed, such appeal has been resolved by a Final Order or agreement of all the parties to such appeal.

1.1.7 "Liquidation Trust" means the liquidating trust established pursuant to the terms of this Liquidation Trust Agreement, the Plan, and the Confirmation Order.

1.1.8 "Liquidation Trust Interests" means the interests in the Liquidation Trust distributed to the Holders of the Allowed General Unsecured claims in Class 5 and Allowed First-Out Funded Debt Deficiency Claims in Class 6a of the Plan in accordance with the Plan and the terms of this Liquidation Trust Agreement.

1.1.9 "Liquidation Trustee" means (a) initially, the person or corporation defined as the "Liquidation Trustee" above, and (b) any successors or replacements duly appointed under the terms of this Liquidation Trust Agreement, who is the person referred to as the "Liquidation Trustee" in the Plan.

1.1.10 "Liquidation Trust Counsel" means counsel in its capacity as the representative of the Holders of the Allowed General Unsecured claims in Class 5 and Allowed First-Out Funded Debt Deficiency Claims in Class 6a of the Plan, engaged by the Liquidation Trust in order to pursue the Retained Causes of Action and, if applicable, any Assigned Direct Creditor Claims.

1.1.11 "Liquidation Trust Board" means the board that shall oversee the Liquidation Trust in accordance with the Liquidation Trust Agreement, the initial composition of which shall consist of [three (3)] members designated by the Committee, as the representative of the Holders of the Allowed General Unsecured claims in Class 5 and Allowed First-Out Funded Debt Deficiency Claims in Class 6a of the Plan.

1.1.12 "Liquidation Trust Financing Facility" means any financing agreement by and between one or more lenders to the Liquidation Trust and the Liquidation Trust in form and substance acceptable to the Liquidation Trust Board.

1.1.13 "Permitted Investments" shall include (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, (c) such other investments as the Bankruptcy Court may approve from time to time, or (d) demand deposits, money market account, or certificates of deposit at any bank or trust company that has, at the time of the deposit, a capital stock and surplus aggregating at least $1,000,000,000; *provided*, *however*, that the scope of any Permitted Investments shall in all cases be limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to hold, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise, and to the investment guidelines of Bankruptcy Code section 345.

1.2 Headings; Interpretation. The headings in this Liquidation Trust Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Liquidation Trust Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.3 Particular Words. Reference in this Liquidation Trust Agreement to any Section or Article is, unless otherwise specified, to that Section or Article under this Liquidation Trust Agreement. The words "hereof," "herein," "hereunder," and similar terms shall refer to this Liquidation Trust Agreement and not to any particular Section or Article of this Liquidation Trust Agreement.

ARTICLE II

DECLARATION OF TRUST

2.1 Creation and Name. As contemplated by the Plan and the Confirmation Order, the Debtors hereby establish and create the Liquidation Trust, on behalf of, and for the benefit of, the Beneficiaries as of the Effective Date. The Liquidation Trustee may conduct the affairs of the Liquidation Trust under the name "Robertshaw US Holding Corp., *et al.* Liquidation Trust," and the trust so named is the Liquidation Trust referred to as the "Liquidation Trust" in the Plan and Confirmation Order.

2.2 Purpose of Liquidation Trust. This Liquidation Trust is intended to (i) be a grantor trust for United States federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a grantor trust, and, to the extent permitted by applicable law, for state and local income tax purposes, with the Beneficiaries treated as grantors and owners of the Liquidation Trust, and (ii) qualify as a liquidating trust pursuant to Treasury Regulations Section 301.7701-4(d), with the sole purpose to liquidate and distribute the Liquidation Trust Assets, and the Liquidation Trustee understands and agrees that the Liquidation Trust has no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust as set forth in the Plan and this Liquidation Trust Agreement. The Debtors and the Liquidation Trustee, as contemplated by the Plan and Confirmation Order, hereby create the Liquidation Trust solely for the purpose of, (a) investigating and, if appropriate, pursuing, settling or abandoning the Retained Causes of Actions not otherwise released under the Plan, and (b) making Distributions to the Beneficiaries from the Liquidation Trust as provided for in the Plan and this Liquidation Trust Agreement in accordance with Section 4.1 hereof. The activities of the Liquidation Trust shall be limited to those activities set forth in this Liquidation Trust Agreement.

2.3 [Reserved].

2.4 Securities Law. It is intended that the interests of the Beneficiaries in the Liquidation Trust and the entitlements hereunder (the "Beneficial Interests"), if any, of such Beneficiaries, shall not constitute "securities." To the extent applicable and to the extent the Beneficial Interests or any entitlements of the Beneficiaries are deemed to be "securities," the issuance of the Beneficial Interests or the entitlements hereunder or under any and Plan shall be exempt, pursuant to Bankruptcy Code section 1145 from Section 4(a)(2) of the Securities Act and any state and local laws requiring registration of securities. If the Liquidation Trustee determines, with the advice of counsel, that the Liquidation Trust is required to comply with the registration and reporting requirements of the Securities Act, the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or the Investment Company Act of 1940, as amended (the "Investment Company Act"), then the Liquidation Trustee shall take any and all actions to comply with such registration and reporting requirements and file necessary periodic reports with the Securities and Exchange Commission. Notwithstanding the foregoing, nothing contained herein shall be deemed to preclude the Liquidation Trustee from amending this Liquidation Trust Agreement to make such changes as are deemed necessary or appropriate by the Liquidation Trustee, with the advice of counsel, to ensure that the Liquidation Trust is not subject to registration and/or reporting requirement of the Securities Act, the Trust Indenture Act or the Investment Company Act, provided that such amendments do not adversely affect the Distributions to be made under the terms of this Liquidation Trust Agreement.

2.5 Appointment and Acceptance of Liquidation Trustee. The Liquidation Trustee accepts the Liquidation Trust created by this Liquidation Trust Agreement and the grant, assignment, transfer, conveyance, and delivery to the Liquidation Trustee, on behalf, and for the benefit, of the Beneficiaries, by the Debtors of all of their respective right, title, and interest in the Liquidation Trust Assets, upon and subject to the terms and conditions set forth in this Liquidation Trust Agreement, the Plan, the Confirmation Order, and any subsequent order of the Bankruptcy Court that is consistent with the terms and purpose of the Plan.

2.6 Transfer of Liquidation Trust Assets. On the Effective Date, the Debtors transfer the Liquidation Trust Assets to the Liquidation Trustee and agree, among other things, to authorize the Liquidation Trustee to prosecute, settle, compromise, and/or dismiss the Retained Causes of Action for the benefit of the Liquidation Trust Beneficiaries. The Liquidation Trustee is hereby appointed as the representative of the Debtors' Estates with respect to the Retained Causes of Action pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. To the extent that the Debtors or their estates receive any recovery from the prosecution of the Retained Causes of Action, including, without limitation, from any applicable insurance provider, the Debtors agree to promptly turn such recovery over to the Liquidation Trust for distribution in accordance with the terms of this Liquidation Trust Agreement. For all federal, state, and local income tax purposes, the Debtors, the Beneficiaries, and the Liquidation Trustee shall treat the transfer of the Liquidation Trust Assets to the Trust as a deemed transfer of the Liquidation Trust Assets by the

Debtors to the Beneficiaries on account of their Allowed Claims under the Plan, followed by a deemed transfer of the Liquidation Trust Assets by the Beneficiaries to the Liquidation Trust in exchange for their beneficial interests in the Liquidation Trust. Thus, the Beneficiaries shall be treated as the grantors and owners of the Liquidation Trust for federal income tax purposes.

2.7 Sub-Trusts. The Liquidation Trustee shall create separate sub-trusts to hold the GUC Recovery Pool, on the one hand, and the Retained Causes of Action, on the other hand. All provisions governing this Liquidation Trust shall apply *mutatis mutandis* to any such sub-trust created by the Liquidation Trustee, and the terms "Liquidation Trust" and "Beneficiaries" shall be interpreted consistently with the foregoing as the context requires.

2.8 No Reversion to Debtors or Others. The Retained Causes of Action shall be free and clear of all encumbrances of the Debtors or any other Entity.

2.9 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Liquidation Trust. through the Liquidation Trustee, shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Liquidation Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

ARTICLE III

ADMINISTRATION OF THE LIQUIDATION TRUST

A. General Provisions

3.1 Rights, Powers, and Privileges. The Liquidation Trust shall be administered by the Liquidation Trustee and the Liquidation Trust Board. For such purposes, the Liquidation Trustee shall have only the rights, powers and privileges expressly provided in this Liquidation Trust Agreement and Plan and in any other order of the Bankruptcy Court that is not, absent the consent of the Liquidation Trustee, inconsistent with the terms and purpose of the Plan and Liquidation Trust Agreement. Subject to the terms of this Liquidation Trust Agreement, the Liquidation Trustee shall have the power to take the actions specified in this Section 3.1, and any actions reasonably incidental thereto, which the Liquidation Trustee reasonably determines to be necessary or appropriate to fulfill the purposes of the Liquidation Trust.

3.1.1 Reserved.

3.1.2 Litigation Activities. The Liquidation Trustee shall have the power to take the following actions, and any actions reasonably incidental thereto, related to prosecuting the Retained Causes of Action or Assigned Direct Creditor Claims (collectively, the "Litigation Activities"), subject in all respects to the Plan and the Confirmation Order:

A. open and maintain bank accounts, make (or cause a distribution agent to make) Distributions, and take other actions consistent with the Plan and this Liquidation Trust Agreement, including the maintenance of appropriate reserves, in the name of the Liquidation Trust, in connection with prosecution and administration of the Retained Causes of Action or Assigned Direct Creditor Claims;

B. incur and pay reasonable and necessary expenses in connection with prosecuting and administering the Retained Causes of Action or Assigned Direct Creditor Claims;

C. make decisions without court approval regarding the retention or engagement of experts (subject to approval of such retention by a majority of the Liquidation Trust Board), and to pay, without court approval, all reasonable fees and expenses of the Liquidation Trust accruing from and after the Effective Date (subject to approval of such retention by a majority of the Liquidation Trust Board) solely with respect to prosecuting and administering the Retained Causes of Actions or Assigned Direct Creditor Claims;

D. negotiate and, with the approval of the majority of the Liquidation Trust Board, enter into any financing arrangement for purposes of carrying out prosecuting and administering the Retained Causes of Action or Assigned Direct Creditor Claims, including, but not limited to, a Liquidation Trust Financing Facility;

E. investigate, prosecute and/or settle or abandon without court approval Retained Causes of Action or Assigned Direct Creditor Claims, if any, transferred to the Liquidation Trust not otherwise released pursuant to the Plan, including, but not limited to, any claims (not otherwise released under the Plan) against current or former officers or directors for breach of fiduciary duties;

F. abandon, or cause to be abandoned, in any commercially reasonable manner any Retained Causes of Action or Assigned Direct Creditor Claims, if applicable, that the Liquidation Trustee reasonably concludes are burdensome or of inconsequential value and benefit to the Liquidation Trust without any need for Bankruptcy Court approval (with the approval of a majority of the Liquidation Trust Board);

G. take all other actions not inconsistent with the provisions of this Liquidation Trust Agreement and the Plan which are necessary and proper in connection with the prosecution and administration of the Retained Causes of Action or Assigned Direct Creditor Claims;

3.1.3 Non-Contravention. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Liquidation Trustee shall have no authority to take any action in contravention of the Plan, the Confirmation Order, or this Liquidation Trust Agreement, or to take any action which would make it impossible to carry on the activities of the Liquidation Trust.

3.1.4 [Reserved].

3.2 Assignment of Direct Creditor Claims. Subject in each case to diligence and prior written approval by the Liquidation Trustee, on or after the Effective Date, any Direct Creditor

Claim may be assigned to the Liquidation Trust by a Beneficiary. Any transfer of an Assigned Direct Creditor Claim shall be documented in an assignment and assumption agreement, which agreement shall be in form and substance reasonably acceptable to the Liquidation Trustee and provide that (i) the applicable Beneficiary transfers all rights, title and interests in any such Assigned Direct Creditor Claim to the Liquidation Trustee and further agrees and authorizes the Liquidation Trustee to (a) prosecute, settle, compromise and/or dismiss the Assigned Direct Creditor Claims, on behalf of, and in the name of, such Beneficiary for the benefit of the Beneficiaries, and (ii) any recoveries with respect to the applicable Assigned Direct Creditor Claims shall in case be subject to terms of this Liquidation Trust Agreement. For the avoidance of doubt, no Beneficiary holding a Direct Creditor Claim is required to assign any such claims to the Liquidation Trust.

3.3 Transfer of Privileges. On the Effective Date, the Debtors shall be deemed, without waiver, to assign, deliver, and transfer to the Liquidation Trust and the Liquidation Trustee the Debtors' and the Estates' evidentiary privileges, including the attorney/client privilege, that relate solely to the Retained Causes of Action transferred to the Liquidation Trust. From and after such transfer, the Debtors and their Estates shall have no further rights or obligations with respect to such Retained Causes of Action, other than with respect to ongoing obligations to reasonably cooperate, including to provide access to documents and personnel, as reasonably requested by the Liquidation Trustee. Such privileged communications may be shared among the Liquidation Trustee, attorneys, financial advisors, accountants or other professionals and employees of the Liquidation Trustee and the Liquidation Trust Board without compromising the privileged nature of such communications, in accordance with the "joint interest" doctrine. From and after the Effective Date, the Liquidation Trustee shall have the ability to seek and obtain examination (including document discovery and depositions) under Bankruptcy Rule 2004 against any Person or Entity in furtherance of the purpose of the Liquidation Trust, and the Bankruptcy Court shall retain jurisdiction to order examinations (including examinations under Bankruptcy Rule 2004) against any Person or Entity, and to hear all matters with respect to the same.

3.4 Liquidation Trust Counsel; Agents and Professionals. The Liquidation Trustee shall retain Liquidation Trust Counsel on terms acceptable to a majority of the Liquidation Trust Board in connection with the Litigation Activities (as defined below). In addition to the Liquidation Trust Counsel, the Liquidation Trustee may, but shall not be required to, retain attorneys, disbursing agents, financial advisors, accountants or other professionals and employees as the Liquidation Trustee deems appropriate and with the approval of such retention by the Liquidation Trust Board. Professionals retained by the Liquidation Trustee shall receive compensation and reimbursement of expenses in a manner to be determined by the Liquidation Trustee, with approval by the Liquidation Trust Board, and in accordance with the payment procedures set forth in Section 7.9 of this Liquidation Trust Agreement.

3.5 Safekeeping of Distributable Assets. All Distributable Assets shall, until distributed as provided herein, be held in trust for the benefit of the Beneficiaries in accordance with the Plan and this Liquidation Trust Agreement. The Liquidation Trustee shall be under no liability for interest or producing income on any Distributable Assets received by it hereunder and held for Distribution to the Beneficiaries, except as such interest or income shall actually be received by the Liquidation Trustee.

3.6 Insurance. The Liquidation Trustee may use Distributable Assets in the Liquidation Trustee's reasonable business judgment to maintain customary insurance coverage, if available, for the protection of the Distributable Assets, with the approval of the Liquidation Trust Board. The Liquidation Trustee shall obtain insurance coverage with respect to the liabilities and obligations of the Liquidation Trustee and the Liquidation Trust Board (in the form of an errors and omissions policy or otherwise) with the approval of a majority of the Liquidation Trust Board unless both the Liquidation Trustee and Liquidation Trust Board agree that such insurance shall not be required.

B. Liquidation Trustee

3.7 Fiduciary Duties of the Liquidation Trustee. The Liquidation Trustee shall act in a fiduciary capacity on behalf of the interests of all Beneficiaries who are entitled to receive Distributions pursuant to the terms of the Plan and this Liquidation Trust Agreement. For the avoidance of doubt, the Liquidation Trustee is not an officer, director or fiduciary of the Debtors or the Estates.

3.8 Limitations on Rights of Liquidation Trustee. Notwithstanding anything herein to the contrary, the Liquidation Trustee shall not at any time: (i) enter into or engage in any trade or business (other than the management and disposition of the Liquidation Trust Assets), and no part of the Liquidation Trust Assets or the proceeds, revenue or income therefrom shall be used or disposed of by the Liquidation Trust in furtherance of any trade or business, (ii) except as provided in Section 3.11 hereof and below, reinvest any Liquidation Trust Assets, or (iii) hold any assets, fail to distribute its net income or proceeds from the disposition of its assets, or take any action to the extent doing so would jeopardize treatment of the Liquidation Trust as a "liquidating trust" for federal income tax purposes. The Liquidation Trustee shall not pursue, commence, or settle any Retained Causes of Action without the prior consent of the Liquidation Trust Board.

3.9 Reserved.

3.10 Other Activities. Any individual serving as the Liquidation Trustee, other than in his or her individual capacity as such, shall be entitled to perform services for and be employed by third parties, *provided* that such performance or employment affords such individual sufficient time to carry out his or her responsibilities as the Liquidation Trustee. In addition, the Liquidation Trustee shall not be prohibited from engaging in any trade or business on its own account, *provided* that such activity does not interfere or conflict with the Liquidation Trustee's administration of the Liquidation Trust.

3.11 Investments by Liquidation Trustee. The Liquidation Trustee may only invest funds held in the Liquidation Trust in Permitted Investments and, provided that the Liquidation Trustee does so, it shall have no liability in the event of insolvency of any institution in which the Liquidation Trustee has invested any of the Distributable Assets or any proceeds, revenue, or income therefrom. The Liquidation Trustee may expend the cash of the Liquidation Trust to (a) pay reasonable administrative expenses (including, but not limited to, any taxes imposed on the Liquidation Trust) and (b) satisfy other liabilities incurred by the Liquidation Trust in accordance with this Liquidation Trust Agreement (including, without limitation, the payment of any taxes), in each case in consultation with the Liquidation Trust Board.

3.12 Liquidation Trustee Action. The Liquidation Trustee shall hold, collect, conserve, protect and administer the Liquidation Trust in accordance with the provisions of this Liquidation Trust Agreement and the Plan, and pay and distribute amounts as set forth herein for the purposes set forth in this Liquidation Trust Agreement and the Plan. The Liquidation Trustee shall exercise its business judgment for the benefit of the Beneficiaries in order to maximize the value of the Retained Causes of Action and Distributions, giving due regard to the cost, risk, and delay of any course of action. Any good faith determination by the Liquidation Trustee as to what actions are in the best interests of the Liquidation Trust shall be determinative.

3.13 Bankruptcy Court Approval of Liquidation Trustee Actions. Except as provided in this Liquidation Trust Agreement, the Plan or the Confirmation Order, the Liquidation Trustee need not seek or obtain an order or approval of the Bankruptcy Court or any other court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Bankruptcy Court or any other court as to the results of its actions. Notwithstanding the foregoing, the Liquidation Trustee may submit to the Bankruptcy Court any matter regarding which the Liquidation Trustee may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Liquidation Trustee with respect to the Distributable Assets, Retained Causes of Action, the Liquidation Trust, the Liquidation Trust Agreement, the Plan, or the Debtors. The Bankruptcy Court shall retain jurisdiction for such purposes and may approve or disapprove any such proposed action upon a motion filed by the Liquidation Trustee.

3.14 Conflicts of Interest. The Liquidation Trustee will appoint a disinterested person to handle any matter where the Liquidation Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. If the Liquidation Trustee is unwilling or unable to appoint a disinterested person to handle any such matter, the Bankruptcy Court, on notice and hearing, may do so.

3.15 Tax Treatment of Reserves for Disputed Claims. The Liquidation Trustee may maintain reserves for Disputed Claims as provided in the Plan. The Liquidation Trustee may, in the Liquidation Trustee's sole discretion, determine the best way to report for tax purposes with respect to any reserve for any Disputed Claims of Beneficiaries, including, but not limited to, (i) filing a tax election to treat any and all reserves for Disputed Claims as a Disputed Ownership Fund ("DOF") within the meaning of Treasury Regulations Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Liquidation Trust or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report any reserve for Disputed Claims as a DOF, the Liquidation Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including, but not limited to, the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due. For the avoidance of doubt, all of the Liquidation Trust's income shall be treated as subject to tax on a current basis consistent with Revenue Procedure 82-58, 1982-2 C.B. 847, as amplified by Revenue Procedure 91-15, 1991-1 C.B. 484 and Revenue Procedure 94-45, 1994-2 C.B. 684.

C. Liquidation Trust Board

3.16 Liquidation Trust Board. The Liquidation Trust Board shall be established on the Effective Date and will remain and continue in full force and effect until the Liquidation Trust is dissolved in accordance with the terms of this Liquidation Trust Agreement. The Liquidation Trust Board shall have the rights and obligations set forth in this Liquidation Trust Agreement. In all circumstances, the Liquidation Trust Board shall act in the best interests of all Beneficiaries and in furtherance of the purpose of the Liquidation Trust. Notwithstanding anything contained in this Liquidation Trust Agreement, the Liquidation Trust Board shall not take any action which will cause the Liquidation Trust to fail to qualify as a "liquidating trust" for U.S. federal income tax purposes.

3.17 Liquidation Trust Board Compensation. Members of the Liquidation Trust Board shall serve without compensation; *provided*, *however*, members of the Liquidation Trust Board shall be entitled to reimbursement from the Liquidation Trust for their reasonable and necessary out of pocket expenses incurred in connection with their service as members of the Liquidation Trust Board.

3.18 Liquidation Trust Board Tenure and Replacement. Each member of the Liquidation Trust Board will serve until death, incapacitation, resignation, or removal. A member of the Liquidation Trust Board may resign at any time by providing a written notice of resignation to the Liquidation Trustee and remaining members of the Liquidation Trust Board. Upon the resignation, death, incapacity, or removal of a Liquidation Trust Board member, a successor member may, but shall not be required to, be appointed by a majority of the remaining members of the Liquidation Trust Board.

3.19 Removal of Member of Liquidation Trust Board. A member of the Liquidation Trust Board may only be removed by entry of a Bankruptcy Court order finding that cause exists to remove such member.

3.20 Liquidation Trust Board Action Without a Meeting. Any action required or permitted to be taken by the Liquidation Trust Board may be taken without a meeting if the action is taken by unanimous written consent, as evidenced by one or more written consents describing the action taken, signed by the members of the Liquidation Trust Board or by such other procedures as may be agreed upon by a majority of the Liquidation Trust Board, including negative notice procedures.

3.21 Periodic Consultation with Liquidation Trust Board. In addition to any other consultation and reporting requirements set forth in this Liquidation Trust Agreement, the Liquidation Trustee shall report and consult with the Liquidation Trust Board at its discretion or as requested by the Liquidation Trust Board or any member thereof concerning the status and administration of the Liquidation Trust, including the investigation and prosecution of Retained Causes of Action.

3.22 By-Laws. On or promptly following the Effective Date, the Liquidation Trust Board shall adopt by-laws that are consistent with the terms and conditions of this Liquidation Trust Agreement.

ARTICLE IV

DISTRIBUTIONS FROM THE LIQUIDATION TRUST

4.1 Priority of Distributions. Except as provided herein, Distributions of Available Liquidation Trust Cash shall be distributed to Beneficiaries as follows:

a) *First*, to the Liquidation Trustee to pay the expenses of the Liquidation Trust and for compensation and reimbursement of reasonable and documented expenses to the Liquidation Trust Board;

b) *Second*, to repay any Liquidation Trust Financing Facility until all obligations related to the Liquidation Trust Financing Facility are satisfied in full;

c) *Third*, to the Beneficiaries on a pro rata basis.

4.2 Distributions in General. Subject to Section 4.3, all Distributions to Beneficiaries hereunder as of the applicable distribution date shall be made to the Beneficiaries in the Liquidation Trustee's discretion in consultation with, and subject to the consent of, the Liquidation Trust Board. After the Effective Date, as and to the extent required by the Plan, the Liquidation Trustee shall direct the Distributions of the Available Liquidation Trust Cash.

4.3 Provisions Governing Distributions. All Distributions under this Liquidation Trust Agreement shall be made in accordance with the Plan, the relevant portions of which are incorporated herein by reference.

4.4 Timing of Distributions. Any payments or Distributions required to be made under the Plan on a day other than a business day shall be due on the next succeeding business day, but shall be deemed to have been made on the required date. Any payment of Cash to be made pursuant to the Plan, subject to the terms hereof, shall be deemed made, if by electronic wire transfer, when the applicable electronic wire transfer is initiated by the sending bank or, if by check drawn on a domestic bank, when the earliest occurs of depositing in the mail for the entitled recipient, receipt by the entitled recipient, or delivery to a third party delivery service for delivery to the entitled recipient.

4.5 Allowance of Claims. The Plan Administrator shall have the exclusive right and authority to administer, dispute, compromise, settle, or otherwise resolve all Claims, including the Claims of Beneficiaries in Classes 5 and 6a under the Plan. The Liquidation Trustee shall have no responsibility or obligation to investigate or object to any Claims of Beneficiaries; *provided that*, the Plan Administrator shall provide and make available to the Liquidation Trustee lists of Allowed and Disputed Claims in Classes 5 and 6a, and the Liquidation Trustee shall not make any Distributions to any Beneficiary until such time as such Beneficiary's Claim becomes an Allowed Claim under the Plan.

4.6 Compliance with Laws. Any and all Distributions of or with respect to the Liquidation Trust Assets shall be made in compliance with applicable laws except as may be expressly provided herein or in the Plan. Without limiting the generality of the foregoing, the Liquidation Trustee shall make (or cause a distribution agent to make) Distributions from the Liquidation Trust to the Beneficiaries at least annually to the extent it determines the Liquidation Trust has sufficient cash available for distribution from all net cash income and all other cash received by the Liquidation Trust.

ARTICLE V

BENEFICIARIES

5.1 Incidents of Ownership. The Beneficiaries shall be the sole beneficiaries of the Liquidation Trust, and the Liquidation Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized in this Liquidation Trust Agreement and Plan and distribute the Distributable Assets to the Beneficiaries.

5.2 Interest Beneficial Only. The ownership of the Liquidation Trust Interests shall not entitle any Beneficiary of the Debtors to any title in or to the Distributable Assets or to any right to call for a partition or division of such Distributable Assets or to require an accounting, except as may specifically be provided herein or in any order of the Bankruptcy Court.

5.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Distributable Assets shall not be evidenced by any certificate, security, or receipt, or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidation Trust by the Liquidation Trustee as Liquidation Trust Interests held by the Beneficiaries. In maintaining the Liquidation Trustee's register of Liquidation Trust Interests, the Liquidation Trustee may rely upon the Debtors' schedules and the official claims register maintained in the Chapter 11 Cases.

5.4 Limits on Transfers and Notice of Transfer of Beneficial Interest. The interests of Beneficiaries are not negotiable and not transferable except (a) pursuant to applicable laws of descent and distribution or (b) by operation of law. The Liquidation Trustee shall not be required to record any transfer which, in the Liquidation Trustee's sole discretion may be construed to create any uncertainty or ambiguity as to the identity of the holder of the interest in the Liquidation Trust. Until appropriate notification and proof thereof, in a form satisfactory to the Liquidation Trustee in the exercise of its reasonable discretion, is submitted to the Liquidation Trustee by registered or certified United States mail, return receipt requested, the Liquidation Trustee may continue to pay all amounts to or for the benefit of the original Beneficiary. The Liquidation Trustee may rely without any further investigation upon any notification and proof of a transfer of a Beneficial Interest in the Liquidation Trust submitted in accordance with this Section 5.4 that the Liquidation Trustee reasonably believes to be genuine.

5.5 Identification and Addresses of Beneficiaries. In order to determine the actual names and addresses of the Beneficiaries, the Liquidation Trustee may deliver a notice to the Beneficiaries. Such notice may include a form for each Beneficiary to complete in order to be properly registered as a Beneficiary and be eligible for distributions under the Liquidation Trust. Such form may request the Beneficiary's federal taxpayer identification number or social security number if the Liquidation Trustee determines that such information is necessary to fulfill the Liquidation Trust's tax reporting and withholding obligations. A Beneficiary may, after the Effective Date, select an alternative mailing address by notifying the Liquidation Trustee in writing of such alternative distribution address. Absent receipt of such notice, the Liquidation Trustee shall not be obligated to recognize any such change of address. Such notification shall be effective only upon receipt by the Liquidation Trustee. The Liquidation Trustee, in its reasonable discretion, may suspend distributions to any Beneficiary that has not provided its federal taxpayer identification number or social security number, as the case may be, after a request is made pursuant to this Section 5.1. If tax information is not provided within forty-five (45) days after an initial request, the applicable Beneficiary's underlying claim will be expunged and its beneficial interests disallowed for all purposes of this Liquidation Trust Agreement to the extent provided under the Plan. Each Beneficiary's interest is dependent upon such Beneficiary's classification under the Plan and the status of its Allowed Claim.

5.6 No Standing. Except as expressly provided in this Liquidation Trust Agreement, if at all, no Beneficiary shall have standing to direct or seek to direct the Liquidation Trust or the Liquidation Trustee to take or not take any action or proceeding against any person upon or with respect to the Liquidation Trust Assets.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Reliance. The Liquidation Trustee may absolutely and unconditionally rely, and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document that the Liquidation Trustee reasonably believes in good faith to be genuine.

6.2 Parties Dealing with the Liquidation Trustee. In the absence of actual knowledge to the contrary, any Entity dealing with the Liquidation Trust or the Liquidation Trustee shall be entitled to rely on the authority of the Liquidation Trustee or any of the Liquidation Trustee's agents to act in connection with the Distributable Assets and this Liquidation Trust Agreement. There shall be no obligation on any Entity dealing with the Liquidation Trustee to inquire into the validity, expediency or propriety of any transaction by the Liquidation Trustee or any agent of the Liquidation Trustee.

6.3 Limited Recourse. Except as otherwise provided in this Liquidation Trust Agreement, Entities (including any professionals retained by the Liquidation Trustee in accordance with this Liquidation Trust Agreement) engaged in transactions with the Liquidation Trust or the Liquidation Trustee shall look only to the Distributable Assets to satisfy any liability incurred in connection with carrying out the terms of this Liquidation Trust Agreement.

6.4 Limitation of Liability. Except as expressly set forth in this Liquidation Trust Agreement, on and after the Effective Date, the Liquidation Trust shall have no liability on account of any claims. Neither the Liquidation Trustee, the Liquidation Trust Board, their respective members, designees, or professionals, or any of their duly designated agents or representatives (collectively, the "Covered Persons") shall be held personally liable for any claim asserted against them or the Liquidation Trust in connection with their duties and responsibilities relating to the Distributable Assets and Liquidation Trust. Without limiting the generality of the foregoing, none of the Covered Persons shall be liable for any action taken or omitted to be taken in furtherance of their responsibilities hereunder, except to the extent that their conduct is determined by Final Order to be due to their own willful misconduct, gross negligence, or fraud. All Entities dealing with the Liquidation Trustee, Liquidation Trust or Liquidation Trust Board shall only look to the Distributable Assets, or any insurance that may cover such claim, to satisfy any liability incurred by the Liquidation Trustee or Liquidation Trust Board. Nothing contained in this Liquidation Trust Agreement or the Plan shall be deemed to be an assumption by the Beneficiaries, Liquidation Trust, or Liquidation Trustee of any of the liabilities, obligations, or duties of the Debtors or the Beneficiaries.

6.5 Non-Liability for Acts of Others. The Liquidation Trustee and the Liquidation Trust Board may, in connection with the performance of their functions, and in their sole and absolute discretion, consult with attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are provided in writing. Notwithstanding such authority, neither the Liquidation Trustee nor the Liquidation Trust Board shall be under any obligation to consult with attorneys, accountants, financial advisors or agents, and their determination not to do so shall not result in the imposition of liability on the Liquidation Trustee or Liquidation Trust Board or their respective members and/or designees. Any successor Liquidation Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Liquidation Trustee hereunder, and any statement or representation made by a predecessor Liquidation Trustee or its agents as to the Distributable Assets or as to any other fact bearing upon the prior administration of the Liquidation Trust, so long as it has a good faith basis to do so. A successor Liquidation Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. A successor Liquidation Trustee shall not be liable for any act or omission of any predecessor Liquidation Trustee, nor have a duty to enforce any claims against any predecessor Liquidation Trustee on account of any such act or omission.

6.6 Indemnification. The Liquidation Trust shall indemnify and hold harmless, to the fullest extent permitted by law, the Liquidation Trustee, the Liquidation Trust Board and their employees, members, designees, and professionals, and all duly designated agents and representatives thereof (in their capacity as such; each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against and in respect of all liabilities, losses, damages, claims, costs, and expenses (including reasonable attorneys' fees, disbursements, and related expenses) that such Indemnified Parties may incur or to which such Indemnified Parties may become subject in connection with any action, suit, proceeding, or investigation brought by or threatened against such Indemnified Party arising out of or due to their acts or omissions, or consequences of such acts or omissions, with respect to the implementation or administration of the Liquidation Trust or the discharge of their duties under this Liquidation Trust Agreement; *provided*, *however*, that no such indemnification will be made to such persons for actions or omissions that are determined by a Final Order to be a result of such persons' willful misconduct, gross negligence, or fraud. Entities dealing with the Liquidation Trustee and Liquidation Trust Board may only look to the Distributable Assets and any applicable insurance coverage to satisfy any liability incurred by the Liquidation Trustee or the Liquidation Trust Board to such Entity in carrying out the terms of this Liquidation Trust Agreement, and neither the Liquidation Trustee nor the Liquidation Trust Board shall have any personal obligation to satisfy any such liability. Notwithstanding any provision in this Liquidation Trust Agreement to the contrary, an Indemnified Party shall be entitled to request advances from the Liquidation Trust to cover reasonable fees and necessary expenses incurred in connection with defending itself in any action brought against it as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such;

provided, *however*, that the Liquidation Trustee shall not be required to make any such advances; *provided further*, *however*, that any Indemnified Parties receiving such advances shall repay the amounts so advanced to the Liquidation Trust upon the entry of a Final Order of a court of competent jurisdiction finding that such Indemnified Parties were not entitled to such indemnity under the provisions of this Section 6.6. This indemnification shall survive the death, dissolution, resignation, or removal, as may be applicable, of the Indemnified Parties, or the termination of the Liquidation Trust, and shall inure to the benefit of the Indemnified Parties' heirs and assigns.

ARTICLE VII

SELECTION, REMOVAL AND COMPENSATION OF THE LIQUIDATION TRUSTEE

7.1 Initial Liquidation Trustee. As contemplated by the Plan, the initial Liquidation Trustee was selected by the Committee with the consent of the Debtors, in consultation with the Ad Hoc Group and ORC.

7.2 Term of Service. The Liquidation Trustee shall serve until (a) the completion of all the Liquidation Trustee's duties, responsibilities, and obligations under this Liquidation Trust Agreement, (b) termination of the Liquidation Trust in accordance with this Liquidation Trust Agreement, (c) the Liquidation Trustee's death or dissolution, incapacitation, resignation, or removal, or removal by the Liquidation Trustee Board in accordance with Section 7.3 herein.

7.3 Removal of a Liquidation Trustee. Any Entity serving as Liquidation Trustee may be removed at any time and for any reason by action of the Liquidation Trust Board or upon the determination of the Bankruptcy Court on a motion for cause shown. Any Liquidation Trustee so removed is entitled to payment of fees and expenses accrued prior to removal subject to the terms of this Liquidation Trust Agreement. Any dispute regarding the compensation to be paid shall be determined by the Bankruptcy Court.

7.4 Resignation of Liquidation Trustee. The Liquidation Trustee may resign at any time by giving the Liquidation Trust Board at least thirty (30) days' written notice of the Liquidation Trustee's intention to do so or such shorter time as agreed to by the Liquidation Trust Board. Any resigning Liquidation Trustee is entitled to payment of fees and expenses accrued prior to resignation subject to the terms of this Liquidation Trust Agreement. Any dispute regarding the compensation to be paid shall be determined by the Bankruptcy Court.

7.5 Accounting in the Event of Removal or Resignation. In the event of removal or resignation, the removed or resigning Liquidation Trustee shall render to the Liquidation Trust Board a full and complete accounting of monies and Distributable Assets received, disbursed, and held during the term of office of that Liquidation Trustee and such other information reasonably requested by the Liquidation Trust Board. Unless an earlier date is agreed to by the removed or resigning Liquidation Trustee, the removal or resignation shall be effective on the later of (a) the date specified in the notice; (b) the date that is thirty (30) days after the date the notice is delivered; or (c) the date the accounting described in the preceding sentence is delivered.

7.6 Appointment of Successor Liquidation Trustee. Upon the resignation, death, incapacity, or removal of a Liquidation Trustee, the Liquidation Trust Board shall, with the consent of the Debtors or Post-Effective Date Debtors and in consultation with the Ad Hoc Group and ORC, appoint a successor Liquidation Trustee to fill the vacancy so created. Any successor Liquidation Trustee so appointed shall consent to and accept in writing the terms of this Liquidation Trust Agreement and agree that the provisions of this Liquidation Trust Agreement shall be binding upon and inure to the benefit of the successor Liquidation Trustee and all of the successor Liquidation Trustee's heirs and legal and personal representatives, successors, or assigns. Notwithstanding anything in this Liquidation Trust Agreement, in the event that a successor Liquidation Trustee is not appointed within sixty (60) days of the occurrence or effectiveness, as applicable, of the prior Liquidation Trustee's resignation, death, incapacity, or removal, the Bankruptcy Court, upon the motion of any party-in-interest, including counsel to the Liquidation Trust, shall approve a successor to serve as the Liquidation Trustee.

7.7 Powers and Duties of Successor Liquidation Trustee. A successor Liquidation Trustee shall have all the rights, privileges, powers, and duties of the predecessor Liquidation Trustee under this Liquidation Trust Agreement, the Plan, or as provided in a further order of the Bankruptcy Court.

7.8 Liquidation Trust Continuance. The death, incapacity, resignation, or removal of the Liquidation Trustee shall not terminate the Liquidation Trust or revoke any existing agency created pursuant to this Liquidation Trust Agreement or invalidate any action theretofore taken by the Liquidation Trustee.

7.9 Compensation and Costs of Administration. The Liquidation Trustee and any distribution agent shall be compensated solely by the Post-Effective Date Debtors and solely from the Wind-Down Amount, consistent with the Wind-Down Budget at the standard hourly billing rates in effect for the Liquidation Trustee and distribution agent and its personnel, based on the position held by the applicable Person, plus expenses. The hourly rate of the Liquidation Trustee is $1,380 per hour. No provision of this Liquidation Trust Agreement or the Plan shall require the Liquidation Trustee to expend or risk his or her own funds or otherwise incur any financial liability in the performance of any of his or her duties as Liquidation Trustee hereunder or under the Plan, or in the exercise of any of his or her rights or powers as Liquidation Trustee. For the avoidance of doubt, and notwithstanding anything to the contrary in this Liquidation Trust Agreement, the Plan, the Confirmation Order, or any other document, under no circumstance shall the Purchaser or Post-Effective Date Debtors have any obligation to fund or compensate the Liquidation Trustee, Liquidation Trust or Liquidation Trust Board from any source other than the Wind-Down Amount; *provided*, *however*, that nothing in this Liquidation Trust Agreement or any other document shall affect the Purchaser's obligation to fund the GUC Recovery Pool to the extent provided in the Plan and Asset Purchase Agreement, which cash shall vest in the Liquidation Trust and be held, subject to Article VIII of the Plan, in the Additional Sale Consideration Escrow Account, and shall solely be available to fund recoveries to Holders of General Unsecured Claims.

7.10 Payment of Compensation. The Liquidation Trustee may retain the Liquidation Trust Counsel and may retain and compensate other professionals as provided for in Section 3.4 of this Liquidation Trust Agreement, which retention, for the avoidance of doubt, shall be subject to approval by a majority of the Liquidation Trust Board. Other than Liquidation Trust Counsel, which shall be retained on terms and compensation paid in accordance with procedures acceptable to the Liquidation Trust Board, the reasonable fees and actual and necessary expenses of such professionals shall be paid by the Liquidation Trustee upon submission of a monthly fee statements to the Liquidation Trustee and/or the Liquidation Trust Board, as applicable, in accordance with the following procedures. Any professionals retained by the Liquidation Trustee pursuant to this Liquidation Trust Agreement shall deliver their invoices or fee statements to the Liquidation Trustee and the Liquidation Trust Board before payment from the Distributable Assets therefor shall be allowed, and such invoices or fee statement shall be approved by a majority of the Liquidation Trust Board prior to payment. Following payment of any such approved invoice or fee statement, the Liquidation Trustee shall provide confirmation that such approved invoice or fee statement has been paid from Distributable Assets or the Liquidation Trust Financing Facility, as applicable. The Liquidation Trustee and Liquidation Trust Board, as applicable, shall have fifteen (15) days from the delivery of any invoice or fee statement to provide notice of an objection to the fee statement to the professional or Entity seeking compensation or reimbursement of expenses. For an objection to be valid, it shall be in writing and set forth in detail the specific fees objected to and the basis for the objection. The uncontested portion of each invoice shall be paid within twenty-five (25) days after its original delivery to the Liquidation Trustee. Any objection that remains unresolved fifteen (15) days after it is made shall be submitted to the Bankruptcy Court for resolution.

ARTICLE VIII

REPORTING AND TAX MATTERS

8.1 Reporting and Filing Requirements. The Liquidation Trustee shall provide the U.S. Trustee and Bankruptcy Court the information and reports they may reasonably request concerning the administration of the Liquidation Trust.

8.2 Filing of Tax Returns. The Liquidation Trustee shall timely file tax returns for the Liquidation Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and any other applicable laws or regulations. In addition, the Liquidation Trustee shall timely file such other tax returns as are required by applicable law and pay any taxes shown as due thereon. The tax returns filed by the Liquidation Trustee shall report all Liquidation Trust earnings for the taxable year being reported. The "taxable year" of the Trust shall be the "calendar year" as those terms are defined in Section 441 of the Code.

8.3 Preparation of Statements. To the extent reasonably practicable, the Liquidation Trustee shall, in conjunction with filing the Liquidation Trust's annual tax return, send to each Beneficiary a statement setting forth the Beneficiary's share of items of income, gain, loss, deduction, or credit and will instruct all such Beneficiaries to report such items on their federal income tax returns. A final statement shall also be sent to each Beneficiary within seventy-five (75) days after the dissolution of the Liquidation Trust. The Liquidation Trust's taxable income, gain, loss, deduction, or credit will be allocated to the Beneficiaries in accordance with their relative beneficial interests in the Liquidation Trust, as determined pursuant to this Liquidation Trust Agreement and the Plan.

8.4 Valuation of Distributable Assets. As soon as practicable after the Effective Date, the Liquidation Trustee shall, in good faith, value the Liquidation Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Debtors, the Liquidation Trustee and the Beneficiaries) for all federal income tax purposes. The Liquidation Trustee shall be under no obligation to hire an expert to make such a valuation. Income, deductions, gain, or loss from the Liquidation Trust shall be reported to the Beneficiaries of the Liquidation Trust in conjunction with the filing of the Liquidation Trust's income tax returns. Each Beneficiary shall report income, deductions, gain, or loss on such Beneficiary's income tax returns.

8.5 Withholding. At any time, the Liquidation Trustee may withhold and pay to the appropriate tax authority, from or in respect of the amount distributable from the Liquidation Trust to any Person, such sum or sums as may be sufficient to pay any tax or taxes or other charge or charges that have been or may be imposed on such Person or upon the Liquidation Trust with respect to the amount distributable or to be distributed under the income tax laws of the United States or of any state, country, or political subdivision or entity by reason of any distribution, whenever such withholding is determined by the Liquidation Trustee in its discretion to be required by any law, regulation, rule, ruling, directive, or other governmental requirement, and the Liquidation Trustee, in the exercise of its discretion, may enter into agreements with taxing or other authorities for the payment of such amounts as may be withheld in accordance with the provisions of this section. The Liquidation Trustee shall be authorized to collect such tax information from any Person (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order, and this Liquidation Trust Agreement. As a condition to receive distributions under the Plan, all Persons may be required to identify themselves to the Liquidation Trustee and provide tax information and the specifics of their holdings, to the extent the Liquidation Trustee deems appropriate, including an IRS Form W-9 or, in the case of a Person that is not a U.S. person for federal income tax purposes, certification of foreign status on an applicable IRS Form W-8, unless such Person is exempt under the Code and provides the Liquidation Trustee with the appropriate documentation, satisfactory to the Liquidation Trustee, establishing such exemption.

ARTICLE IX

MAINTENANCE OF AND ACCESS TO RECORDS

9.1 Books and Records. The Liquidation Trustee shall maintain books and records containing a description of all property from time to time constituting the Distributable Assets and an accounting of all receipts and disbursements. Said books and records shall be open to inspection by any Beneficiary at any reasonable time during normal business hours and after reasonable advance notice. The Liquidation Trustee shall furnish to any Beneficiary upon written request an annual statement of receipts and disbursements, including a summary of all income and expenses of the Liquidation Trust. The Debtors and Liquidating Debtors shall reasonably cooperate with the Liquidation Trustee to effectuate the terms of this Liquidation Trust Agreement, including executing such further documents and instruments as may be required from time to time and providing reasonable access and information to the Liquidation Trustee on a timely basis.

9.2 Cooperation by Post-Effective Date Debtors. Until the completion of the Wind Down of the Post-Effective Date Debtors as set forth in the Plan, the Post-Effective Date Debtors shall reasonably cooperate with the Liquidation Trustee to effectuate the terms of this Liquidation Trust Agreement, including providing reasonable access and information to the Liquidation

Trustee on a timely basis. Notwithstanding the foregoing, the Post-Effective Date Debtors or other furnishing party shall provide such documents or other materials described in this paragraph only upon reasonable request by the Liquidation Trustee and only if they can be reasonably provided by the Post-Effective Date Debtors or other furnishing party without significant effort or material expense; *provided*, that in the event that the furnishing party believes that the requested information cannot be provided without significant effort or material expense, the furnishing party and the Liquidation Trustee shall confer in good faith to agree upon appropriate consideration for the furnishing party to provide such information.

ARTICLE X

DURATION OF TRUST

10.1 Duration. The Liquidation Trust shall become effective upon the Effective Date of the Plan, and the Liquidation Trust and its provisions herein shall remain and continue in full force and effect until the Liquidation Trust is terminated.

10.2 Termination. The Liquidation Trust shall terminate upon the occurrence of the earlier of (a) the final liquidation, administration, and Distribution of the Distributable Assets in accordance with this Liquidation Trust Agreement and the Plan and the full performance of all other duties and functions of the Liquidation Trustee set forth in this Liquidation Trust Agreement and any further order of the Bankruptcy Court, (b) the fifth (5^{th}) anniversary of the Effective Date, (c) upon notice from the Liquidation Trustee Board that it wishes to terminate the Liquidation Trust. Notwithstanding the foregoing, the duration of the Liquidation Trust may be extended for a finite term with the approval of the Bankruptcy Court, upon motion made within the six-month period before such fifth (5^{th}) anniversary (and, in the event of further extension, any such extension shall be approved by the Bankruptcy Court within 6 months of the beginning of the extended term). The aggregate of all such extensions shall not exceed three (3) years, unless the Liquidation Trustee receives a favorable ruling from the IRS that any further extension would not adversely affect the status of the Liquidation Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) for federal income tax purposes. After (i) the final Distributions, (ii) the filing by or on behalf of the Liquidation Trust of a certification of dissolution with the Bankruptcy Court and (iii) any other action deemed appropriate by the Liquidation Trustee in consultation with the Liquidation Trust Board, the Liquidation Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions. Any remaining Liquidation Trust Assets that are of inconsequential value or otherwise insufficient to support the cost of a Distribution may be transferred by the Liquidation Trustee to a non-profit charitable organization qualifying under Section 501(c)(3) of the Code.

10.3 Continuance of Liquidation Trust for Winding Up. After the termination of the Liquidation Trust and for the purpose of liquidating and winding up the affairs of the Liquidation Trust, the Liquidation Trustee shall continue to act as such until the Liquidation Trustee's duties have been fully performed, including, without limitation, such tasks as necessary to wind-up the affairs of the Liquidation Trust. After the termination of the Liquidation Trust, the Liquidation Trustee shall retain for a period of six (6) months the books, records, Beneficiary lists, and certificates and other documents and files which shall have been delivered to or created by the Liquidation Trustee. At the Liquidation Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after such six (6) month period. Except as otherwise specifically provided herein, upon the discharge of all liabilities of the Liquidation Trust and final Distributions pursuant to this Liquidation Trust Agreement, the Liquidation Trustee shall have no further duties or obligations hereunder. For the avoidance of doubt, the limitations on liability contained in this Liquidation Trust Agreement shall apply to any actions taken by the Liquidation Trustee during the course of winding up the affairs of the Liquidation Trust.

10.4 No Termination by Beneficiaries. The Liquidation Trust may not be terminated at any time by the Beneficiaries.

ARTICLE XI

MISCELLANEOUS

11.1 Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over, to the fullest extent permitted by law, (a) the Liquidation Trust and the Liquidation Trustee with respect to the administration of and activities relating to the Liquidation Trust, and (b) any issues or disputes arising out of this Liquidation Trust Agreement; *provided*, *however*, that notwithstanding the foregoing, the Liquidation Trustee shall have the power and authority to bring any action in any court of competent jurisdiction to prosecute any Retained Causes of Action (or Assigned Direct Creditor Claims, if any) not otherwise released pursuant to the Plan, including, but not limited to, any claims (not otherwise released pursuant to the Plan) against current or former officers or directors for breach of fiduciary duties. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Liquidation Trust Agreement, then the provisions of this Liquidation Trust Agreement shall have no effect on and shall not control, limit or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter, and all applicable references in this Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

11.2 Notices. All notices to be given to Beneficiaries may be given by ordinary mail, or may be delivered personally, to the holders at the addresses appearing on the books kept by the Liquidation Trustee. Any notice or other communication which may be or is required to be given, served, or sent to the Liquidation Trustee or the members of the Liquidation Trust Board shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by email, telex, or facsimile (if receipt is confirmed) addressed as follows:

If to the Liquidation Trust/Liquidation Trustee:

[●]

With a copy to:

George Klidonas and Adam Ravin, counsel to the Post-Effective Date Debtors
Latham & Watkins LLP
1271 Ave of the Americas

New York, NY 10020
Email: george.klidonas@lw.com and adam.ravin@lw.comand

Timothy A. ("Tad") Davidson II and Ashley L. Harper, co-counsel to the Post-Effective Date Debtors
Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, Texas 77002
Email: TadDavidson@andrewskurth.com and AshleyHarper@andrewskurth.com

[If to the members of the Liquidation Trust Board:]

[●]
[ADDRESS]
[EMAIL]
[PHONE]

[●]
[ADDRESS]
[EMAIL]
[PHONE]

[ADDRESS]
[EMAIL]
[PHONE]

or to such other address as may from time to time be provided in a written notice by the members of the Liquidation Trust Board or to such other address as may from time to time be provided in a written notice by the Liquidation Trustee.

11.3 Bond. The Liquidation Trustee may serve without a bond.

11.4 Governing Law. This Liquidation Trust Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles.

11.5 Successors and Assigns. This Liquidation Trust Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

11.6 No Execution. All funds in the Liquidation Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other Entity can bind, pledge, encumber, execute upon, garnish, or attach the Distributable Assets in any manner or compel payment from the Liquidation Trust except by Final Order of the Bankruptcy Court.

11.7 Amendment. The Liquidation Trustee, with the prior written approval the Liquidation Trust Board may amend, supplement, or waive any provision of this Liquidation Trust

Agreement, without notice to or the consent of any Beneficiary or the approval of the Bankruptcy Court, in order to: (i) cure any ambiguity, omission, defect, or inconsistency in this Liquidation Trust Agreement; *provided*, *however*, that such amendments, supplements or waivers shall not be inconsistent with the terms of the Plan, the Confirmation Order or the Plan Administrator Agreement or adversely affect the Distributions to any of the Beneficiaries or adversely affect the federal income tax status of the Liquidation Trust as a "liquidating trust"; (ii) comply with any requirements in connection with the federal income tax status of the Liquidation Trust as a "liquidating trust"; and (iii) comply with any requirements in connection with maintaining that the Liquidation Trust is not subject to registration or reporting requirements of the Securities Act, the Trust Indenture Act, or the Investment Company Act. Any substantive provision of this Liquidation Trust Agreement may be amended or waived by the Liquidation Trustee and the approval of the Liquidation Trust Board; *provided*, *however*, that no change may be made to this Liquidation Trust Agreement that would (a) adversely affect the (i) Distributions to any of the Beneficiaries, or (ii) the federal income tax status of the Liquidation Trust as a "liquidating trust" or (b) modify the stated purpose of the Liquidation Trust as described in this Liquidation Trust Agreement. Notwithstanding this Section 11.7, any amendments or modifications to this Liquidation Trust Agreement shall not be inconsistent with the purpose and intention of the Liquidation Trust to liquidate in an expeditious but orderly manner the Distributable Assets in accordance with Treasury Regulation Section 301.7701-4(d).

11.8 Severability. If any term, provision, covenant or restriction contained in this Liquidation Trust Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Liquidation Trust Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.9 Counterparts. This Liquidation Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same instrument. A facsimile or electronic mail signature of any party shall be considered to have the same binding effect as an original signature.

11.10 Relationship to, and Incorporation of, the Plan. The principal purpose of this Liquidation Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order, and, therefore, this Liquidation Trust Agreement incorporates the provisions of the Plan and the Confirmation Order, *mutatis mutandis*, as if set forth in full herein. As among the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Board, the Beneficiaries, and the Debtors, if any provisions of this Liquidation Trust Agreement are found to be inconsistent with the provisions of the Plan or the Confirmation Order, each such document shall have controlling effect in the following rank order: (a) the Confirmation Order; (b) the Plan; and (c) this Liquidation Trust Agreement.

IN WITNESS WHEREOF, the parties have executed this Liquidation Trust Agreement (or are deemed to have so executed this Liquidation Trust Agreement) as of the day and year written above.

[●], as the Liquidation Trustee

By: ________________________________
Name: [●]
Title: Liquidation Trustee

Robertshaw US Holding Corp., *et al.*,
for itself and its affiliated Debtors

By:________________________________
Name:
Title:

Exhibit 4

Final Cure Schedule

Robertshaw Contract Cure Estimate

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
ACE American Insurance Company	See Footnote [2]	$5M xs $15M Side A D&O	0
ACE American Insurance Company	See Footnote [2]	$5M xs $5M Excess D&O and EPL	0
Acklands-Grainer, Inc.	Robertshaw Controls Company	Sales Agreement	0
AD Group	Robertshaw Controls Company	Partnership Program	0
Adecco Eastern Seaboard Recruitment Ltd	Robertshaw Controls Company	Employee Leasing Agreement	0
ADP, Inc.	Robertshaw Controls Company	Pricing Agreement	0
Aetna	Robertshaw Controls Company	Health Benefits Contract - Dental	0
AFCO Insurance Premium Finance	Range Parent, Inc.	Premium Finance Agreement Promissory Note	0
AIG	Robertshaw Controls Company	Health Benefits Contract - Business Travel Accident	0
Aireco Supply	Robertshaw Controls Company	Distributor Partnership Agreement	0
Ajilon	Robertshaw Controls Company	Recruitment Agreement	0
Alcast, S.A. de C.V.	Robertshaw Controls Company	Bailment Agreement	0
Alliance Laundry Systems, LLC	Robertshaw Controls Company	Safety Stock Agreement	0
Allianz Global Risks US Insurance Company	See Footnote [2]	$5M xs $10M Excess D&O and EPL	0
Allstate Benefits	Robertshaw Controls Company	Health Benefits Contract - Optional Protection Benefits Critical Illness Insurance	0
Amber Road	Robertshaw Controls Company	On-Demand Subscription Agreement	0
American Airlines	Robertshaw Controls Company	Corporate Travel Agreement	0
American Alternative Insurance Corporation	Robertshaw Controls Company	Customs Bond	0
American Contractors Indemnity Company	Robertshaw Controls Company	Indemnity Bond	0
AMK Management Consulting, LLC	Robertshaw Controls Company	Independent Contractor Agreement	0
Amynta Group	See Footnote [2]	Credit Insurance	0
Anhui Zhongding Sealing Parts Co. Ltd	Robertshaw Controls Company	Tooling Development Agreement	0
AON Risk Services Central, Inc.	Robertshaw Controls Company	Insurance Broker Agreement	0
Arbeit Gestao de Negocios Ltda	Robertshaw US Holding Corp.	Purchase & Sale of Brazilian Equity	0
Argano, LLC	Robertshaw Controls Company	Service Agreement for IT Systems Integration	5,836
Argano, LLC	Robertshaw Controls Company	Master Service Agreement for IT Systems Integration	0
Argano, LLC	Robertshaw Controls Company	Statement of Work under MSA	0
ARP Supply Corporation	Robertshaw Controls Company	Buying Group Agreement	0

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
Arrow Electronics Corporation	Robertshaw Controls Company	Consignment Agreement	0
Asimco International	Robertshaw Controls Company	Tooling Development Agreement	0
Asimco International Inc	Robertshaw Controls Company	Consignment Agreement	0
Asimco Sealing Technologies	Robertshaw Controls Company	Tooling Development Agreement	0
AT&T Corporation	Robertshaw Controls Company	Mobile Phone Agreement	0
Atlas Copco Compressors, LLC	Robertshaw Controls Company	Supply Agreement establishing T&C with vendor	0
Automation Anywhere	Robertshaw Controls Company	Automation 360 Pure Cloud License Agreement	13,860
Bank of America, N.A.	Robertshaw US Holding Corp.	Credit Card Agreement	0
Barksdale Sales Group, LLC	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Basware Corporation	Robertshaw Controls Company	Payment Processing Agreement & SOW	112,244
Beacon Hill	Robertshaw Controls Company	Employee Leasing Agreement	0
Beazley Insurance Company, Inc.	See Footnote [2]	$5M xs $5M Excess Crime	0
Blue Cross Blue Shield of Illinois	Robertshaw Controls Company	Health Benefits Contract - Medical	0
Blue Energy and Electricity SAPI de CV	Robertshaw US Holding Corp.	Corporate Guaranty - Electricity Supply Contract	0
Blue Hawk	Robertshaw Controls Company	Buying Group Agreement	0
Boom Industrial, Inc.	Robertshaw Controls Company	Tooling Development Agreement	0
Boom Industrial, LLC	Robertshaw Controls Company	Consignment Agreement	0
BSH Home Appliances Corporation	Burner Systems International, Inc.	Supply Declaration	0
BSH Home Appliances Corporation	Burner Systems International, Inc.	Supply Declaration	0
BSH Home Appliances Corporation	Robertshaw Controls Company	Sales Agreement	0
BSH Home Appliances Corporation	Robertshaw Controls Company	Tool Rental Framework Agreement	0
Burner Systems International de Mexico, S.A. de C.V.	Robertshaw Controls Company	Intercompany loan agreement dated Feb / 24 / 2022	0
Burner Systems International de Mexico, S.A. de C.V.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Apr / 09 / 2018	0
Burner Systems International de Mexico, S.A. de C.V.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Aug / 21 / 2017	0
Burner Systems International de Mexico, S.A. de C.V.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jan / 25 / 2022	0
Burner Systems International de Mexico, S.A. de C.V.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jul / 09 / 2018	0
Burner Systems International de Mexico, S.A. de C.V.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jun / 11 / 2018	0
Burner Systems International de Mexico, S.A. de C.V.	Robertshaw US Holding Corp.	Intercompany loan agreement dated May / 09 / 2018	0
C Wolfe Industries, Inc.	Robertshaw Controls Company	Consignment Agreement	0
C.H. Robinson Worldwide, Inc.	Robertshaw Controls Company	Transportation Agreement	0
Calentadores de America, S.A. de C.V.	Robertshaw Controls Company	Memorandum of Understanding for Tubing	0
Camelot (Qing Yuan) Hytec Technologies Investment Limit	Robertshaw Controls Company	Tooling Development Agreement	0
Camelot Investment Holding Co. Ltd.	Robertshaw Controls Company	Supply Agreement	0
Camelot Technology Investment Holding Company Ltd	Robertshaw Controls Company	Consignment Agreement	0
Carlson Wagonlit Travel, Inc.	Robertshaw Controls Company	Travel Services Agreement	0
Central Transport, LLC	Robertshaw Controls Company	Shipper Load & Count Agreement	0
Challenge Electronics	Robertshaw Controls Company	Consignment Agreement	0

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
Changchun Shi Cheng Plastics Co Ltd and E&M Internation	Robertshaw Controls Company	Tooling Development Agreement	0
Channel Products, Inc.	Robertshaw Controls Company	Statement of Work	0
Char-Broil	Robertshaw Controls Company	Statement of Work	0
Char-Broil, LLC	Robertshaw Controls Company	Sales Agreement	0
China-East Resources Import & Export Co.	Robertshaw Controls Company	Tooling Development Agreement	0
Chubb Seguros Mexico	See Footnote [2]	Mexico Tourist Auto	0
CIGNA (Evernorth)	Robertshaw Controls Company	Health Benefits Contract - Employee Assistance Program	0
Circuit Engineering, LLC	Robertshaw Controls Company	Tooling Development Agreement	0
CMPX	Robertshaw Controls Company	HRAI Exhibit Space Agreement (March 2024)	0
Collinwood Technology Partners, LLC	Robertshaw Controls Company	Recruitment Agreement	0
Concur Technologies, Inc.	Robertshaw Controls Company	Concur Expense Software License Agreement	0
Controls Group North America (CGNA)	Robertshaw Controls Company	Buying Group Agreement	0
CoreTrust	Robertshaw Controls Company	Supplier Participation Agreement	0
CPA Global FIP LLC	Robertshaw Controls Company	Services Agreement	0
Crane Worldwide Logistics, LLC	Robertshaw Controls Company	Freight Forwarding Agreement	0
CRU International Limited	Robertshaw Controls Company	Steel Sheet Products Pricing License Agreement	0
Curvature, Inc.	Robertshaw Controls Company	IT Service Agreement	0
Cushman & Wakefield	Robertshaw Controls Company	Real Estate Consulting Engagement Letter	0
Daerim Precision	Robertshaw Controls Company	Tooling Development Agreement	0
Datapipe, Inc.	Robertshaw Controls Company	Master Services Agreement (IT)	0
DBM Systems, Ltd	Robertshaw Controls Company	Software License Agreement (Demand Planning)	6,000
Demand Chain Systems, Inc.	Robertshaw Controls Company	Master Service Agreement (and SOW) for Salesforce software implementation	34,106
Deringer-Ney, Inc.	Robertshaw Controls Company	Consignment Agreement	0
DHMM Enterprises (Build Products)	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Digital Cues	Robertshaw Controls Company	Consulting Services Statement of Work	1,200
Diversified Foodservice Supply LLC - AllPoints Foodservice	Robertshaw Controls Company	Distributor Partnership Agreement	0
DLC	Robertshaw Controls Company	Employee Leasing Agreement	0
Dongguan Wealthpower Technology Co.	Robertshaw Controls Company	Consignment Stock Agreement	0
DSV Solutions S.A. de C.V.	Robertshaw Controls Company	Warehousing Services Agreement	0
E & M International, Inc.	Robertshaw Controls Company	Consignment Agreement	0
EASi LLC	Robertshaw Controls Company	Master Agreement for Technical Services (with Statement of Work)	0
Eduardo Florez Rodriguez	Robertshaw Controls Company	Bailment Agreement	0
Edward J. Hill Co.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Electrodomseticos Olvera SA de CV	Robertshaw Controls Company	Incremental Growth Incentive Agreement	0
Electrolux Home Products, Inc.	Robertshaw Controls Company	Sales Agreement	0

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
Elektrisola Inc & Elektrisola S.A. de C.V.	Robertshaw Controls Company	Consignment Agreement	0
Elkay Manufacturing Company	Robertshaw Controls Company	Sales Agreement	0
Emkay, Inc.	Robertshaw Controls Company	Master Vehicle Lease Agreement	0
Empaques Rio Grande S.A. de C.V.	Robertshaw Controls Company	Supply Contract	0
Enerlogix Guarantee (Celaya)	Robertshaw Controls Company	Energy Agreement	0
Enerlogix Guarantee (Matamoros)	Robertshaw Controls Company	Energy Agreement	0
Enerlogix Guarantee (Nuevo Laredo)	Robertshaw Controls Company	Energy Agreement	0
Equipos de Carburacion Satelite, S.A. de C.V.	Robertshaw Controls Company	Bailment Agreement	0
Espressif Systems (Shanghai) Co. Ltd.	Robertshaw Controls Company	End User License Agreement	0
ETC Enterprises LLC	Robertshaw Controls Company	Trademark License Agreement	0
Euromoney Global Limited	Robertshaw Controls Company	Fastmarkets software license agreement	0
Euroquip, S.A. de C.V.	Robertshaw Controls Company	Customer Agreement - Statement of Work	0
Everest National Insurance Company	See Footnote [2]	Primary D&O, EPL, Fiduciary, Crime	0
Excel Stainless, LLC	Robertshaw Controls Company	Purchase Agreement	0
F.W. Webb Company	Robertshaw Controls Company	Partnership Program	0
FAPG Consultoria e Assessoria em Servicos Administrativos	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
FEMSA Group Alpunto Businesses (Imbera)	Robertshaw Controls Company	Supplier Manual & Warranty Terms	0
Friolin, S.A.	Robertshaw Controls Company	Incremental Growth Incentive Agreement	0
Full Gauge Controls	Robertshaw Controls Company	Distributor Partnership Agreement	26,854
General Security National Insurance Company	Robertshaw Controls Company	Comprehensive Credit Insurance Policy	0
GIC Industrial Components LLP	Robertshaw Controls Company	Supply Agreement establishing T&C with vendor	0
Giolas Sales Company d/b/a GSC Northwest, Inc.	Robertshaw Controls Company	Amendment to ISR	0
Giolas Sales Company dba GSC Northwest, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Glorysky Electronics Co. Ltd.	Robertshaw Controls Company	Consignment Stock Agreement	0
GuangDong Willer Electrical Technology Co. Ltd.	Robertshaw Controls Company	Development Agreement	0
GuangDong Willer Electrical Technology Co. Ltd.	Robertshaw Controls Company	Purchase Agreement	0
Gustave A. Larson Company	Robertshaw Controls Company	Partnership Program	0
Haier US Appliance Solutions Inc. dba GE Appliances	Robertshaw Controls Company	Claims Handling Agreement	0
Haier US Appliance Solutions, Inc. dba GE Appliances	Robertshaw Controls Company	Claims Handling Agreement	0
Haier US Appliance Solutions, Inc. dba GE Appliances	Robertshaw Controls Company	Supply Agreement and its amendments, which extend through December 31, 2024	0
Hamilton Lakes Commerce Center/Gronewold Limited Part	Robertshaw Controls Company	Lease	48,777
Hartford Fire Insurance Company	See Footnote [2]	Property Damage - US	0
HBBPRO Sales Group, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Hearth and Home Technologies, LLC	Robertshaw Controls Company	Sales Agreement	0
Heilind Electronics, Inc.	Robertshaw Controls Company	Consignment Inventory Agreement	0
HireRight	Robertshaw Controls Company	Service Agreement (background checks)	1,521

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
Hongkong Helida Co. Ltd.	Robertshaw Controls Company	Supply Agreement	0
HP Planning, LLC dba CBP (Alera)	Robertshaw Controls Company	Services and Consulting Agreement (for US benefits)	4,160
HSA Bank	Robertshaw Controls Company	Health Benefits Contract - Flexible Spending Accounts	0
HSA Bank	Robertshaw Controls Company	Health Benefits Contract - Health Reimbursement Account (HRA)	0
Huicheng Foam Co. Ltd.	Robertshaw Controls Company	Tooling Development Agreement	0
Huizhou Glorysky Electronics Co. Ltd.	Robertshaw Controls Company	Development Agreement	0
Huizhou Glorysky Electronics Co. Ltd.	Robertshaw Controls Company	Tooling Development Agreement	0
ID Watchdog	Robertshaw Controls Company	Health Benefits Contract - Identity Theft	0
Ideoclick Inc.	Robertshaw Controls Company	Service Agreement	0
Illinois Union Insurance Company	See Footnote [2]	Environmental (Premises Pollution)	0
Imbera S.A. de C.V.	Robertshaw Controls Company	Supplier Manual & Payment Terms	0
Indaia Logistica Internacional Ltda	Robertshaw Controls Company	Second Amendment to Supply Agreement	0
Industrias Acros Whirlpool S de RL de CV	Robertshaw Controls Company	Second Amendment to Supply Agreement	0
Industrias R2, S.A. de C.V.	Robertshaw Controls Company	Bailment Agreement	0
Insight	Robertshaw Controls Company	Quotation for Unlimited Cloud Storage	7,217
Invensis, Inc	Robertshaw Controls Company	Service Agreement	0
Invensys Systems, Inc.	Robertshaw Controls Company	Stock & Asset Purchase Agreement	0
Iron G Consulting LLC	Robertshaw Controls Company	Contract for Professional Services	11,594
ITW Food Equipment Group	Robertshaw Controls Company	MOU for forecasts and firm orders	0
J.B. Sales & Associates, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Jhao Yang Rubber (VN) Co. Ltd.	Robertshaw Controls Company	Development Agreement	0
Jhao Yang Rubber (VN) Co. Ltd.	Robertshaw Controls Company	Consignment Stock Agreement	0
Jiangxi Nanma Electrical Co. Ltd.	Robertshaw Controls Company	Development Agreement	0
Jiangxi Nanma Electrical Co. Ltd.	Robertshaw Controls Company	Development Agreement	0
Jingri Hardware (HK) Co.	Robertshaw Controls Company	Consignment Stock Agreement	0
John Hewitt	Range Parent, Inc.	Employment agreement - John Hewitt	0
Johnstone Supply	Robertshaw Controls Company	Partnership Program	0
Juei Yuh Co Ltd	Robertshaw Controls Company	Development Agreement	0
Juei Yuh Co. Ltd.	Robertshaw Controls Company	Consignment Agreement	0
Juei Yuh Co. Ltd.	Robertshaw Controls Company	Development Agreement	0
Kasco Sales Agency, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Kelly Services, Inc.	Robertshaw Controls Company	Service Agreement	0
Key Wholesaler Group Association	Robertshaw Controls Company	Buying Group Agreement	0
Killiam Development Ltd (Laredo Lease)	Robertshaw Controls Company	Lease	20,287
Laner Muchin Ltd.	Robertshaw Controls Company	Phase 2 H-1B CAP Petition for Employee	0
Larsen Manufacturing, LLC	Robertshaw Controls Company	Consignment Stock Agreement	0

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
Lee Hecht Harrison	Robertshaw Controls Company	Service Agreement	0
Leiser, S. de R.L. de C.V (Mabe)	Robertshaw Controls Company	Memorandum of Understanding (MOU)	0
Linkedin	Robertshaw Controls Company	Subscription Agreement	0
Lockton	Robertshaw Controls Company	Insurance Broker Agreement	0
Lockton Companies LLC	Robertshaw Controls Company	Premium Finance Agreement Promissory Note	0
Loera Customs Brokerage, Inc.	Robertshaw Controls Company	Warehousing Service Agreement	0
Lucas Associates, Inc.	Robertshaw Controls Company	Service Agreement	0
Lucas Group	Robertshaw Controls Company	Staffing Services Master Agreement	0
Mabuchi Motor America Corporation	Robertshaw Controls Company	Motor Lead-Tie, Firm Order, and Safety Stock Agreement	0
Mactech Engineering	Robertshaw Controls Company	Tooling Development Agreement	0
Mapfre Mexico S.A.	See Footnote [2]	Property Damage – Mexico	0
Mar-Bal, Inc.	Robertshaw Controls Company	Supply Agreement	0
Marley Engineered Products, LLC	Robertshaw Controls Company	Customer Stocking Agreement	0
Mersen USA Newburyport-MA, LLC	Robertshaw Controls Company	Supply Agreement	0
Metalurgica Venancio Ltda	Robertshaw Controls Company	Sales Agreement for Cooking Controls	0
MetLaw-Hyatt Legal MetLife	Robertshaw Controls Company	Health Benefits Contract - Group Legal Insurance	0
Midland Information Resources Company dba Elanders An	Robertshaw Controls Company	Service Agreement	0
Midwest Environmental Products, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Mimecast	Robertshaw Controls Company	ESRA Service Terms and Conditions	0
Modern Metal & Refining Limited	Robertshaw Controls Company	Supply Agreement	0
Modern Metal & Refining, Ltd	Robertshaw Controls Company	Consignment Agreement	0
Morgan Polymer Seals, LLC	Robertshaw Controls Company	Development Agreement	0
Navisite LLC f/k/a Velocity Technology Solutions, Inc.	Robertshaw Controls Company	Master Services Agreement for HFM (month-to-month)	94,945
NBK Parts, LLC	Robertshaw Controls Company	Purchase Agreement	6,612
Near East University Ltd	Robertshaw Controls Company	Development and Supply Agreement (with customer)	0
Nikola Corporation	Robertshaw Controls Company	Letter of Intent	0
Ningbo Progressive Machinery	Robertshaw Controls Company	Consignment Stock Agreement	0
Ningbo SIL Gasket Co. Ltd.	Robertshaw Controls Company	Supply Agreement	0
NipponDenso Co., Ltd., and NipponDenso Manufacturing U	Robertshaw Controls Company	Technical Assistance Agreement	0
NSF Wales	Robertshaw Controls Company	Client Services Agreement (for certification services)	4,454
Ocean Controls Limited	Robertshaw Controls Company	Consignment Stock Agreement	0
Ocean Controls Limited	Robertshaw Controls Company	Development Agreement	0
Octo Purchasing Group	Robertshaw Controls Company	Buying Group Agreement	0
Omni	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Onilog Industrial, S.A. de C.V.	Robertshaw Controls Company	Logistics Services Agreement	0
Oracle America, Inc.	Robertshaw Controls Company	Oracle Enterprise Cloud Services Agreement	9,868
Oracle America, Inc.	Robertshaw Controls Company	Ordering Document 41485418	0

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
Oshkosh Defense, LLC	Robertshaw Controls Company	Purchase Agreement	0
P&B Metals Components, Ltd.	Robertshaw Controls Company	Consignment Agreement	0
Pass GmbH & Co. KG and PASS Purchasing and Trading Gm	Robertshaw Controls Company	Quality Assurance Agreement	0
PDP Group Incorporated (operating as the Amynta Trade C	Robertshaw Controls Company	Comprehensive Credit Insurance Policy	0
PDQ Supply, Inc.	Robertshaw Controls Company	Partnership Program	0
Pembrook Holdings Ptd Ltd dba Ocean Controls	Robertshaw Controls Company	Supply Agreement	0
Phaidon International (US) Inc.	Robertshaw Controls Company	Recruitment Service Agreement	0
Pi-Analytics, LLC	Robertshaw Controls Company	Independent Contractor Agreement	0
Pitney Bowes	Robertshaw Controls Company	Equipment Lease Agreement	928
Plastiexports, S.A. de C.V.	Robertshaw Controls Company	Consignment Stock Agreement	0
Plastiexports, S.A. de C.V.	Robertshaw Controls Company	Development Agreement	0
Principal	Robertshaw Controls Company	Health Benefits Contract - 401(k) Retirement Saving Plan	0
Protrans International, Inc.	Robertshaw Controls Company	Service Agreement	0
Quaking Aspen, Inc. (Pando)	Robertshaw Controls Company	Service Agreement	0
R.E. Michel Company	Robertshaw Controls Company	Distributor Partnership Agreement	0
Rago Group Inc	Robertshaw Controls Company	Landlord Waiver and Consent Agreement	0
Range Parent, Inc.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Mar / 31 / 2018	0
RCM Data Corporation dba RCM Technology Group (copie	Robertshaw Controls Company	Lease Agreement (Xerox copier)	0
Refrigeracion Lozan	Robertshaw Controls Company	Incremental Growth Incentive Agreement	0
Refrigeration Supplies Distributor	Robertshaw Controls Company	Distributor Partnership Agreement	0
Rexco Norco, LLC (Lease Amendment for Norco)	Robertshaw Controls Company	Lease	0
Rexco Norco, LLC (Lease for Norco, CA)	Robertshaw Controls Company	Lease	3,644
Rheem Australia Pty Limited	Robertshaw Controls Company	Patent Opposition Withdrawal Agreement and Release	0
Rivan Automotive LLC	Robertshaw Controls Company	Letter of Intent	0
Rivian Automotive	Robertshaw Controls Company	Obsolete Inventory Agreement	0
Rivian Automotive, LLC	Robertshaw Controls Company	Development Agreement	0
Rivian Automotive, LLC	Robertshaw Controls Company	Development Agreement	0
RNR Refrigeracion y Accesorios SA de CV	Robertshaw Controls Company	Incremental Growth Incentive Agreement	0
Robertshaw (Thailand) Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Aug / 10 / 2020	0
Robertshaw (Thailand) Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jan / 25 / 2021	0
Robertshaw (Thailand) Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jun / 15 / 2020	0
Robertshaw (Thailand) Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Mar / 11 / 2020	0
Robertshaw (Thailand) Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Nov / 23 / 2020	0
Robertshaw Australia Pty Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jul / 27 / 2020	0
Robertshaw Australia Pty Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Sep / 02 / 2020	0
Robertshaw Canada, Inc.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jun / 23 / 2023	0
Robertshaw China Holdings, LLC	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jun / 18 / 2014	0

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
Robertshaw Controls Private Limited	Robertshaw US Holding Corp.	Intercompany loan agreement dated Oct / 24 / 2016	0
Robertshaw Controls Private Ltd	Robertshaw Controls Company	Services Agreement (with affiliate)	0
Robertshaw EOOD	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jul / 19 / 2022	0
Robertshaw Europe Holdings II Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Dec / 20 / 2021	0
Robertshaw Europe Holdings II Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jun / 20 / 2020	0
Robertshaw Europe Holdings II Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jun / 25 / 2021	0
Robertshaw Europe Holdings II Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jun / 28 / 2022	0
Robertshaw Europe Holdings II Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Mar / 24 / 2022	0
Robertshaw Europe Holdings II Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Mar / 27 / 2023	0
Robertshaw Europe Holdings II Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated May / 10 / 2023	0
Robertshaw Europe Holdings II Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Sep / 08 / 2022	0
Robertshaw Korea, LLC	Robertshaw Controls Company	Services Agreement (with affiliate)	0
Robertshaw Limited	Robertshaw US Holding Corp.	Intercompany loan agreement dated Dec / 05 / 2018	0
Robertshaw SK Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Aug / 08 / 2022	0
Robertshaw SK Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jul / 18 / 2022	0
Robertshaw SK Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated Mar / 31 / 2020	0
Robertshaw SK Ltd.	Robertshaw US Holding Corp.	Intercompany loan agreement dated May / 01 / 2023	0
Robertshaw SK Ltd. (assumed from Robertshaw, a.s.)	Robertshaw US Holding Corp.	Intercompany loan agreement dated Jun / 18 / 2014	0
Robertshaw SRO	Robertshaw US Holding Corp.	Intercompany loan agreement dated Mar / 31 / 2020	0
Robertshaw US Holding Corp.	Range Parent, Inc.	Intercompany loan agreement dated Mar / 31 / 2018	0
Rothkopf and Associates, Inc.	Robertshaw Controls Company	Development Agreement	0
Rowe-Thrush, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
RS Italy Srl	Range Parent, Inc.	Intercompany loan agreement dated Jan / 20 / 2022	0
RS Italy Srl	Range Parent, Inc.	Intercompany loan agreement dated Oct / 01 / 2021	0
Saba Software, Inc.	Robertshaw Controls Company	Service Agreement	18,792
Salesforce, Inc.	Robertshaw Controls Company	Software License Order Form	0
Samsung Electronics Co. Ltd.	Robertshaw Controls Company	Development Agreement	0
Sanyou Electrical Appliances (NA) 2011, Inc.	Robertshaw Controls Company	Supply Agreement	0
SCE (Legends)	Robertshaw Controls Company	Distributor Partnership Agreement	0
SCP Holdings, Inc.	Robertshaw Controls Company	Supply Agreement	0
Serviacero Worthington	Robertshaw Controls Company	Purchase Agreement	0
Shanghai K&J International Co. Ltd.	Robertshaw Controls Company	Consignment Stock Agreement	0
ShenYang KAO Precision Parts Co. Ltd.	Robertshaw Controls Company	Bailment Agreement	0
Silver Connection Co. Ltd.	Robertshaw Controls Company	Consignment Stock Agreement	0
Skillsoft (US) LLC	Robertshaw Controls Company	Order Form (for Precipio software)	159,550
Skytech II, Inc.	Robertshaw Controls Company	Distributor Agreement	0
Smartsheet, Inc.	Robertshaw Controls Company	Statement of Work	0

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
Smiths Elements & Controls Ltd	Robertshaw Controls Company	Distributor Partnership Agreement	0
Spiros Industries	Robertshaw Controls Company	Supply Agreement	0
Steadfast Insurance Company	See Footnote [2]	Cyberinsurance	0
Stroz Friedberg, LLC	Robertshaw Controls Company	Participation Agreement	0
Sub-Zero Group	Robertshaw Controls Company	Component Supply Agreement	0
Sub-Zero Group	Robertshaw Controls Company	RIV/Spark Pack Agreement	0
Sub-Zero Group, Inc.	Robertshaw Controls Company	Obsolete Inventory Agreement	0
Supply House, LLC	Robertshaw Controls Company	Partnership Program	0
Supply Technologies, LLC	Robertshaw Controls Company	Consignment Agreement	0
Suzhou Schintec Technologies, Co. Ltd.	Robertshaw Controls Company	Supply Agreement	0
TD Staff LLC dba TrainingPros	Robertshaw Controls Company	Service Agreement	16,422
Tesla	Robertshaw Controls Company	Pricing Agreement	0
TexomaReps, LLC	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
The Boys, LLC	Robertshaw Controls Company	Distributor Partnership Agreement	0
The C2 Group	Robertshaw Controls Company	WebDevelopment Agreement	0
The CARA Group, Inc.	Robertshaw Controls Company	Statement of Work	0
TOGG (Turkiyenin Otomobili Girisim Grubu)	Robertshaw Controls Company	Purchasing Agreement	0
Trane US Inc.	Robertshaw Controls Company	Sales Agreement	0
TRC Sales, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Turkiye’nin Otomobili Girigim Grubu Sanayi ve Ticaret A.S.	Robertshaw Controls Company	Purchase Agreement	0
TWS Com de Pecas Industrials Ltda	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Unilog Corporation	Robertshaw Controls Company	Service Agreement	0
Union Industry (Hong Kong) Holding Co Ltd	Robertshaw Controls Company	Supply Agreement	0
Union Industry (Hong Kong) Holding Co. Ltd.	Robertshaw Controls Company	Consignment Agreement	0
United Components, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
United Refrigeration, Inc.	Robertshaw Controls Company	Partnership Program	0
Uniwell Electronic, Ltd	Robertshaw Controls Company	Tooling Development Agreement	45,773
US Appliance Solutions Inc. dba GE Appliances	Robertshaw Controls Company	Sales Agreement	0
Van Norman	Robertshaw Controls Company	VMI Stock Agreement	0
VEM Tooling Mexico S. de R.L. de C.V.	Robertshaw Controls Company	Supply Agreement	0
Volansys Technologies Private Limited	Robertshaw Controls Company	Master Service Agreement (with SOWs)	25,000
Voya	Robertshaw Controls Company	Health Benefits Contract - Basic Life / AD&D	0
Voya	Robertshaw Controls Company	Health Benefits Contract - Short-Term Disability	0
Voya	Robertshaw Controls Company	Health Benefits Contract - Voluntary Life & AD&D; Long-Term Disability	0
VSP	Robertshaw Controls Company	Health Benefits Contract - Vision	0
W.D. Armstrong	Robertshaw Controls Company	Buying Group Agreement	0

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount
W.W. Grainger Inc.	Robertshaw Controls Company	Distributor Partnership Agreement	0
Walbro, LLC	Robertshaw Controls Company	Consignment Stock Agreement	0
Walbro, LLC	Robertshaw Controls Company	Indemnity Agreement	0
Watsco, Inc.	Robertshaw Controls Company	Distributor Partnership Agreement	0
Wealthpower Technology (H.K.) Limted	Robertshaw Controls Company	Supply Agreement	0
WebHouse, Inc	Robertshaw Controls Company	Statement of Work	0
Whirlpool Corporation	Robertshaw Controls Company	Second Amendment to Supply Agreement	0
Whirlpool Corporation	Robertshaw Controls Company	Supply Agreement	450,000
Whirlpool Corporation	Robertshaw Controls Company	Supply Agreement	0
Whirlpool Guiding Principles Claims Handling Agreement	Robertshaw Controls Company	Claims Handling Agreement	0
Whirlpool of India Limited	Robertshaw Controls Company	Second Amendment to Supply Agreement	0
Whirlpool Overseas Manufacturing SARL	Robertshaw Controls Company	Second Amendment to Supply Agreement	0
Whirlpool SA	Robertshaw Controls Company	Second Amendment to Supply Agreement	0
Wilberth Manuel Yam May	Robertshaw Controls Company	Incremental Growth Incentive Agreement	0
Williston-Allen Associates, Inc.	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
WinSupply Local Company	Robertshaw Controls Company	Distributor Partnership Agreement	0
Wuxi Jinglei Electronics Co. Ltd.	Robertshaw Controls Company	Supply Agreement	0
Xiamen Maifeng Seal Products Co. Ltd.	Robertshaw Controls Company	Tooling Development Agreement	0
XPO Logistics Freight, Inc.	Robertshaw Controls Company	Pricing Agreement	0
XPO Logistics, LLC	Robertshaw Controls Company	Broker/Shipper Agreement	0
Yangzhou Baomac Electronics Co. Ltd.	Robertshaw Controls Company	Consignment Agreement	0
Yangzhou Fine Electron Technology Co. Ltd.	Robertshaw Controls Company	Development Agreement	0
Yueqing Tongda Wire Electric Factory	Robertshaw Controls Company	Development Agreement	0
Yueqing Tongda Wire Electric Factory	Robertshaw Controls Company	VMI Stock Agreement	0
Yuichi Hoda	Robertshaw Controls Company	Independent Sales Representative Agreement (ISR)	0
Zapolye Holdings	Robertshaw Controls Company	Distributor Partnership Agreement	0
ZOE IT Customs Corporation	Robertshaw Controls Company	Service Agreement	0
			$1,129,646

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount

[1] Through the entry of (a) the Final Order (I) Authorizing Debtors to Pay Certain Prepetition Claims of (a) Lien Claimants, (B) 503(B)(9) Claimants, and (C) Foreign Vendors, (II) Confirming Administrative Expense Priority of Undisputed and Outstanding Prepetition Orders, (III) Authorizing Debtors to Continue Performance and Honor Obligations Under Consignment Arrangements, (IV) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers, and (V) Granting Related Relief [Docket No. 291] and (b) the Final Order (I) Authorizing Payment of Prepetition Claims of Critical Vendors; (II) Authorizing Financial Institutions to Honor and Process Related Checks and Transfers; and (III) Granting Related Relief [Docket No. 290] (together the "Vendor Orders"), the Debtors obtained authority to make payments to certain vendors on account of amounts owed as of the Petition Date. In many instances, such payments have been made pursuant to trade agreements between the Debtors and certainvendors (such vendors, the "Trade Agreement Vendors"). Certain of these trade agreements contemplate payments over time rather than as a lump sum. The amounts needed to cover such payments are included in the Debtors' Approved Budget. Accordingly, the Cure Amount for such Trade Agreement Vendors is listed at $0 even though all payments contemplated under the applicable trade agreement may not have been made as of the date hereof.

Name of Executory Contract / Lease	Legal Entity	State the Nature of Contract / Lease	Cure Amount

[2] Includes all Debtor entities Robertshaw Controls Company, Robertshaw US Holding Corp., Range Parent, Inc, Burner Systems International LLC, Controles Temex Holdings LLC, Robertshaw Mexcian Holding LLC, Universal Tubular Systems, LLC and Robertshaw Europe Holdings LLC.

Exhibit 5

Go-Forward Trade Claims

Claimant	Amount
Agon Economia y Derecho	$ 3,114.60
AHAM/Association of Home Manufacturers	$ 122.95
Aladdin Cleaning	$ 412.50
Alliance Laundry Systems	$ 100,000.00
American National Standards	$ 325.00
Argo Spring Manufacturing	$ 17,885.90
ARROW ELECTRONICS GROUP	$ 636,163.23
Asheville Schoonmaker	$ 43,740.00
ATKINS & PEARCE	$ 2,593.36
Atlas Steel Products Co.	$ 10,692.90
Avient Colorants USA LLC	$ 52,912.61
Bekaert Corporation	$ 6,210.00
Bell Temple LLP	$ 3,297.00
BLOCK STEEL CORPORATION	$ 11,752.80
Boom Industrial, Inc.	$ 21,005.60
Boyd Corporation	$ 2,593.36
BRAININ ADVANCE INDUSTRIE	$ 25,161.00
Brawo Brassworking	$ 48,236.52
BRUSH WELLMAN, INC.	$ 1,980.15
Burns & Farrey	$ 12,034.20
CACTUS ELECTRONICS	$ 576.00
CAMCO MFG, INC	$ 948.00
CANADIAN STANDARDS ASSOCI	$ 45,905.86
Carrier Mexico S.A. de C.V.	$ 200,000.00
Cerro Flow Products LLC	$ 21,360.09
Changzhou Sanjet Elect	$ 1,375.00
Checon LLC-GLF	$ 27,401.90
Cintas Fire	$ 3,022.18
Cintas First Aid	$ 74.74
Clarity Business Solution	$ 21,250.00
Clauson & Staubes, LLC	$ 1,104.50
CLINGAN STEEL	$ 107,205.08
Cooper-Standard Latin America	$ 15,000.00
COPPER AND BRASS SALES	$ 37,494.50
Corrugados de Baja	$ 13,792.10
DesignCentrix LLC	$ 13,238.19
Digi-Key	$ 20,489.54
Downey & Lenkov	$ 2,628.09
DUAL MACHINE PRODUCTS LTD	$ 7,882.41
ECC Imaging LLC	$ 127.27
EIS Legacy, LLC	$ 12,912.31
ELECTRICAL COMPONENTS INT	$ 4,665.33
Electrolux Home Products, Inc.	$ 100,000.00

Elkay Mfg	$	250,000.00
ENGINEERED MATERIALS SOLU	$	52,105.40
ETCO Incorporated	$	11,088.29
Frymaster Corp.	$	150,000.00
GE Appliances, Inc.	$	700,000.00
Gianni & Origoni	$	108,350.25
Gray, Rust, St. Amand, Moffett & Brieske, LLP	$	2,284.88
Hearth & Home Technology	$	50,000.00
Henny Penny Corporation	$	40,000.00
Hermes Law	$	400.00
Hutchinson Autopartes Mexico	$	25,000.00
Industrial Finishing Serv	$	10,327.80
Inno-Flex	$	50,742.00
ITW Food Equipment Group	$	100,000.00
KIDDE-FENWAL, INC.	$	3,910.84
Kightlinger & Gray, LLP	$	6,154.50
Lennox Industries	$	300,000.00
Lewis Brisbois Bisgaard & Smith LLP	$	1,300.00
Litchfield Cavo LLP	$	48,649.51
LoDan Electronics Inc	$	8,797.00
Lookout Valley Tool & Mac	$	17,731.26
ManthBrownell, Inc.	$	49,320.00
Maquiser Industrial	$	26,671.90
Marshall Dennehy Warner Coleman and Gogg	$	5,992.00
McAngus Goudelock & Courie	$	2,911.63
Meritek Electronics Corp	$	27,293.20
Mersen USA Newburyport	$	9,209.20
Midwest Insert Composite	$	39,427.10
Miller Martin PLLC	$	14,725.00
Mouser Electronics	$	148,642.00
NATIONAL KWIKMETAL SERVIC	$	101,055.90
NEWARK ELECTRONICS	$	4,629.94
NORTHERN ENGRAVING CORP	$	3,750.00
Nota3D Solutions, Inc.	$	2,017.78
Omron Electronic Componen	$	33,649.00
Paulo Products Co	$	21,027.80
Pepper Group	$	39,251.28
PESA LABELING SYSTEMS	$	63,210.63
PHOENIX SPECIALTY MFG COM	$	8,500.00
Pillinger Miller Tarallo LLP	$	25,954.09
PLEX Systems (Rockwell Automation)	$	161,560.72
PMB Di Bugatti Celaya	$	40,215.85
Polymetallurgical LLC	$	3,840.18
PRODUCTION CASTINGS	$	8,714.95

RathGibson, LLC	$	6,049.50
Refritecnica Mauricio Srl	$	474.38
Reinhart Boerner Van Deuren s.c.	$	69,537.87
Rheem Manufacturing Co.	$	150,000.00
Riverbend Enterprises Inc	$	635.38
SAI GLOBAL-US	$	16,634.18
Sanyou Electrical Appl.	$	38,675.30
Scotsman Ice Systems	$	100,000.00
Sensible Micro Corporatio	$	31,624.45
Service Nation, Inc.	$	647.34
Siemens Industry Software	$	880.00
SIFSA Plastics Inc	$	1,067.35
Silver Connection Co Ltd	$	20,616.20
Small Tube Products Div.	$	10,844.39
Smartsheet, Inc.	$	2,255.40
Southbend	$	100,000.00
Sparkletts	$	141.39
Star Mfg. International, Inc.	$	100,000.00
Sub-Zero, Inc.	$	400,000.00
Surge Components	$	37,442.00
Tanda Company	$	5,591.35
The Vollrath Company, LLC	$	8,060.00
Toolworth Mold Technology	$	990.00
UL GmbH Chicago	$	50,044.97
UL India Private Limited	$	674.47
UNDERWRITERS LAB INC	$	2,432.09
Unique Assembly	$	989.00
Valbruna Stainless Inc	$	35,114.68
Vantage Leadership Consul	$	7,500.00
Village of Itasca	$	303.32
W.S. TYLER	$	7,018.25
WAYNE WIRE CLOTH PRODUCTS	$	36,301.28
Weil Mc Lain	$	50,000.00
Wells Fargo Vendor Financial Services	$	204.21
Whirlpool Corporation	$	400,000.00
Wire Cloth Manufacturers	$	38,290.95
York International Inc.	$	40,000.00
	$	**6,208,138.35**

Exhibit 6

Retained Causes of Action

Schedule of Retained Causes of Action

In accordance with and as provided by section 1123(b) of the Bankruptcy Code, Article V.R of the *First Amended Joint Chapter 11 Plan of Liquidation of Robertshaw US Holding Corp. and Its Affiliated Debtors under Chapter 11 of the Bankruptcy Code* [Docket No. 695] (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "**Plan**"),[1] and the Confirmation Order, any and all Causes of Action of the Debtors, except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article X of the Plan) (collectively, the "**Retained Causes of Action**"), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated herein, and such rights to commence, pursue, prosecute, and/or settle such Causes of Action (including, without limitation, any avoidance action, preference, or other claim pursuant to section 362 or chapter 5 of the Bankruptcy Code other than GUC Causes of Action) shall be preserved notwithstanding the occurrence of the Effective Date and shall vest in the Liquidation Trust on the Effective Date. The Liquidation Trustee shall be the representative of the Debtors' Estates with respect to all Retained Causes of Action and may enforce all rights to commence, pursue, prosecute, and/or settle, as appropriate, each of the Retained Causes of Action.

As provided by Article V.R of the Plan, on and after the Effective Date, the Liquidation Trustee may pursue the Retained Causes of Action in its sole discretion. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Retained Cause of Action against them as any indication that the Debtors or the Liquidation Trustee will not pursue any and all available Retained Causes of Action against them. No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to such Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Liquidation Trustee shall retain and shall have, including through their authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment the Retained Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding anything contained herein to the contrary, the settlement of any Claims and Causes of Action which are expressly to be settled by Confirmation of the Plan itself shall be resolved only by Confirmation of the Plan itself and the occurrence of the Effective Date.

No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Confirmation Order, the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Liquidation Trustee will not pursue any and all available Causes of Action against it. The Liquidation Trustee expressly reserves all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

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[1] Unless otherwise defined, capitalized terms used herein have the meanings ascribed to them in the Plan.

In accordance with section 1123(b)(3) of the Bankruptcy Code and Article V.J of the Plan, except as otherwise provided in the Plan, herein, or in the Confirmation Order, the Retained Causes of Action shall vest in the Liquidation Trust. The Liquidation Trustee, through its authorized agents or representatives, shall retain and may exclusively enforce any and all Retained Causes of Action. The Liquidation Trustee shall have the exclusive right, authority, and discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Retained Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court.

Notwithstanding and without limiting the generality of Article X.H of the Plan, unless otherwise released by the Plan or transferred to the Purchaser pursuant to the Asset Purchase Agreement, any and all claims and Causes of Action including, but not limited to, the following, are expressly reserved and will vest in the Liquidation Trust:

- claims related to insurance contracts and insurance policies to which any Debtor is a party or pursuant to which any Debtor or any of its Related Parties has any rights whatsoever including, but not limited to, indemnity, contribution, reimbursement, overpayment of premiums and fees and including Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters;

- claims related to tax obligations and refunds, including, without limitation, claims against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors;

- claims, defenses, cross-claims, indemnification, third-party claims, and counterclaims related to litigation and possible litigation, whether based in tort, contract, equity, or otherwise, including any personal injury claims and wrongful death actions, as well as all claims against or related to all Entities that are party to or that may in the future become party to arbitration, or any other type of adversarial dispute resolution proceeding, whether formal or informal, or judicial or nonjudicial;

- claims related to contracts, leases, and other obligations against vendors, suppliers of goods or services, or any other parties other than GUC Causes of Action;

- claims related to accounts receivable and accounts payable;

- claims related to postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral regardless of whether such posting of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral is specifically identified herein;

- claims related to liens regardless of whether such lien is specifically identified herein;

- related party claims;

- subordination claims, including equitable subordination claims;
- claims, defenses, appeals, cross-claims, and counterclaims related to any claims or actions asserted by any Governmental Unit;
- claims related to current or former employee matters;
- claims related to environmental matters;
- claims related to avoidance actions, preferences, or other claims pursuant to chapter 5 of the Bankruptcy Code other than GUC Causes of Action; and
- all other Causes of Action not expressly released under the Plan.

Notwithstanding and without limiting the generality of Article X.H of the Plan and the foregoing, the Debtors expressly reserve their rights with respect to all Causes of Action against Invesco Senior Secured Management, Inc. and its affiliates and any funds managed or advised by it or its affiliates that are not expressly released under the Plan, including but not limited to all Causes of Action (other than those against Released Parties) that have been or could be asserted in or in connection with the following matters:

- *Invesco Senior Secured Management, Inc., v. Robertshaw US Holding Corp., One Rock Capital Partners LLC, Bain Capital LP, Eaton Vance Management, Canyon Partners, LLC and John Doe 1*, Index No. 656370/2023 (Sup. Ct. N.Y. Cnty.), including, without limitation, any claims, counter-claims, third-party claims, defenses, or causes of action arising in relation to these.
- *Robertshaw US Holding Corp., et al. v. Invesco Senior Secured Management Inc., et al.*, Adv. Proc. No. 24-03024 (CML), including, without limitation, any claims, counter-claims, third-party claims, defenses, or causes of action arising in relation to these.

The Debtors reserve all rights to amend, revise, or supplement this Exhibit 6 to the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.