

DRAFT – NOVEMBER 3, 2004

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
FEDERAL-MOGUL GLOBAL INC.,)	Case No. 01-10578 (RTL)
T&N LIMITED, et al., ¹)	(Jointly Administered)
)	
Debtors.)	

**NON-MATERIAL MODIFICATIONS TO THIRD AMENDED JOINT PLAN OF
REORGANIZATION**

¹ The U S Debtors (collectively, the "U S. Debtors") are Carter Automotive Company, Inc , Federal-Mogul Corporation, Federal-Mogul Dutch Holdings Inc , Federal-Mogul FX, Inc , Federal-Mogul Global Inc., Federal-Mogul Global Properties, Inc , Federal-Mogul Ignition Company, Federal-Mogul Machine Tool, Inc., Federal-Mogul Mystic, Inc , Federal-Mogul Piston Rings, Inc , Federal-Mogul Powertrain, Inc , Federal-Mogul Products, Inc , Federal-Mogul Puerto Rico, Inc , Federal-Mogul U K Holdings, Inc , Federal-Mogul Venture Corporation, Federal-Mogul World Wide, Inc , Felt Products Manufacturing Co , FM International LLC, Ferodo America, Inc , Gasket Holdings Inc , J W J Holdings, Inc , McCord Sealing, Inc , and T&N Industries Inc

The U K Debtors (collectively, the "U K Debtors") are AE Dayton Services Limited, AE Group Machines Limited, AE Holdings Limited, AE International Limited, AE Limited, AE Piston Products Limited, AE Sales (Africa) Limited, Aeroplane & Motor Aluminium Castings Limited, Amber Supervision Limited, Ashburton Road Services Limited, Associated Engineering Group Limited, Awncast Limited, Bearings (North-Western) Limited, Brake Linings Limited, Colvan Rubber Co Limited, Contact 100 Limited, Cosmid Limited, Cranhold Limited, Dealings Limited, Dimplington Services Limited, Duron Limited, E W Engineering Limited, Edmunds, Walker & Co Limited, Engineering Components Limited, Federal-Mogul Acquisition Company Limited, Federal-Mogul Aftermarket UK Limited, Federal-Mogul Bradford Limited, Federal-Mogul Brake Systems Limited, Federal-Mogul Bridgwater Limited, Federal-Mogul Camshaft Castings Limited, Federal-Mogul Camshafts Limited, Federal-Mogul Engineering Limited, Federal-Mogul Eurofriction Limited, Federal-Mogul Export Services Limited, Federal-Mogul Friction Products Limited, Federal-Mogul Global Growth Limited, Federal-Mogul Ignition (U K) Limited, Federal-Mogul Powertrain Systems International Limited, Federal-Mogul Sealing Systems (Cardiff) Limited, Federal-Mogul Sealing Systems (Rochdale) Limited, Federal-Mogul Sealing Systems (Slough) Limited, Federal-Mogul Sealing Systems Limited, Federal-Mogul Shoreham Limited, Federal-Mogul Sintered Products Limited, Federal-Mogul Systems Protection Group Limited, Federal-Mogul Technology Limited, Federal-Mogul U K Limited, Ferodo Caernarfon Limited, Ferodo Limited, FHE Technology Limited, Fleetside Investments Limited, F-M UK Holding Limited, FP Diesel Limited, Friction Materials Limited, G B Tools & Components Exports Limited, Genthope Limited, Greet Limited, Halls Gaskets Limited, Hepworth & Grandage Limited, High Precision Equipment Limited, Inblot Limited, Instantwonder Limited, J.W Roberts Limited, Kings Park Housing Limited, Lalton Limited, Lanoth Limited, Lanoth Precision Equipment Limited, Leeds Piston Ring & Engineering Co Limited, M.T A. (Kettering) Limited, Manro Engineering Co Limited, Mobile Distributing (Spares) Limited, Moores Plastic Units Limited, Newalls Insulation Company Limited, Ontall Limited, Payen (Europe) Limited, Pecal Limited, Presswork-Components Limited, Sintration Limited, Sourceclouk Limited, Specialloid, Limited, STS (1996) Limited, TAF International Limited, T&N Holdings Limited, T&N International Limited, T&N Investments Limited, T&N Limited, T&N Materials Research Limited, T&N Piston Products Group Limited, T&N Properties Limited, T&N Shelf Eight Limited, T&N Shelf Eighteen Limited, T&N Shelf Fifteen Limited, T&N Shelf Five Limited, T&N Shelf Four Limited, T&N Shelf Fourteen Limited, T&N Shelf Nine Limited, T&N Shelf Nineteen Limited, T&N Shelf One Limited, T&N Shelf Seven Limited, T&N Shelf Six Limited, T&N Shelf Sixteen Limited, T&N Shelf Ten Limited, T&N Shelf Thirteen Limited, T&N Shelf Thirty Limited, T&N Shelf Thirty-One Limited, T&N Shelf Thirty-Three Limited, T&N Shelf Three Limited, T&N Shelf Twenty Limited, T&N Shelf Twenty-Eight Limited, T&N Shelf Twenty-Five Limited, T&N Shelf Twenty-Four Limited, T&N Shelf Twenty-Nine Limited, T&N Shelf Twenty-One Limited, T&N Shelf Twenty-Six Limited, T&N Shelf Twenty-Two Limited, T&N Shelf Two Limited, T&N Trade Marks Limited, T&N Welfare Trust Limited, TBA Belting Limited, TBA Belting (Residual) Limited, TBA Industrial Products Limited, Telford Rubber Processors Limited, Telford Technology Supplies Limited, The British Piston Ring Company Limited, The Washington Chemical Company Limited, Tinblo Limited, Touchdown Adhesive Products Limited, Turner & Newall Limited, Turner Brothers Asbestos Company Limited, Tynoda Limited, Vanwall Cars Limited, Wellworthy Limited, Wellworthy Property Developments Limited, and William C Jones (Polymers) Limited Unlike all the other U K Debtors, T&N Investments Limited is a Scottish rather than English company and commenced administration in Scotland in April 2002

The Plan Proponents (as defined in § 1.1.116 of the Third Amended Joint Plan of Reorganization (the “Plan”) hereby propose the following non-material modifications to the Plan:

- § 1.1.122.5 shall be amended as follows:

1.1.122.5 each Settling Asbestos Insurance Company ~~named in the Confirmation Order and, to the extent specified in the Confirmation Order,~~ each contributor of funds, proceeds or other consideration to the Trust ~~but only to the extent specified in the Confirmation Order;~~ and

- § 1.1.137 shall be amended as follows:

1.1.137. Settling Asbestos Insurance Company means each Asbestos Insurance Company listed on Exhibit 1.1.137 (as the same may be amended from time to time) and any other Asbestos Insurance Company that enters into an Asbestos Insurance Settlement Agreement that is sufficiently comprehensive in the determination of the Plan Proponents or the Trust, as applicable, and, if required, the Bankruptcy Court to justify treating such Asbestos Insurance Company as a Protected Party.

- § 1.1.10.2 shall be amended as follows:

With respect to an Asbestos Personal Injury Claim other than a Bonded Claim, ~~the term “Allowed” shall not apply, the amount of any such Claim that is determined pursuant to the procedures set forth in the Asbestos Personal Injury Trust Distribution Procedures or, if applicable, pursuant to a Final Order of the Bankruptcy Court or the U.K. Court. An Asbestos Personal Injury Claim that is Allowed in accordance with the foregoing, shall be, and be deemed to be, a judgment determining the legal liability against the Trust in the Allowed Amount of such Asbestos Personal Injury Claim.~~

- The following shall be added between § 1.1.19 and § 1.1.20:

Asbestos Insurer Coverage Defenses means all defenses at law or in equity that any Asbestos Insurance Company may have under applicable non-bankruptcy law to provide Asbestos-In-Place Insurance Coverage to or for Asbestos Personal Injury Claims or Trust Expenses that have been channeled to or assumed by or incurred by the Trust pursuant to the Plan except for (1) any defense that the assignment of the Debtors’ rights to Asbestos In-Place Insurance Coverage to the Trust pursuant to the Plan is invalid or unenforceable or otherwise breaches the terms of such coverage and (2) any defense that the drafting, proposing, confirmation or consummation of a plan of reorganization (as opposed to the terms, operation, effect or unreasonableness of any of the Plan or the Plan Documents) and the discharge and/or release of the Debtors from liability for Asbestos Personal Injury Claims pursuant to the Plan operates to or otherwise

results in the elimination of or the reduction in any obligation such insurers may have under such assigned Asbestos In-Place Insurance Coverage.

- § 3.1.10(b) shall be amended to read as follows:

Treatment: As of the Effective Date, liability for all Class 1J Asbestos Personal Injury Claims shall be automatically and without further act, deed or Court order, transferred to, vested in and assumed by the Trust. Each Asbestos Personal Injury Claim in Class 1J shall be addressed (~~i.e. Allowed or disallowed, and if Allowed, then paid~~) solely by the Trust pursuant to and in accordance with the Asbestos Personal Injury Trust Distribution Procedures. If Classes 1D and 1J vote to accept the Plan, and at least one of Classes 1M, 1N or 1O votes to accept the Plan, then Class 1J shall also receive 50% of the Warrants to be issued and distributed under the Plan; provided, however, Class 1J has agreed to distribute any and all such Warrants to the holders of Class 1M, 1N and/or 1O Claims and/or interests in accordance with Sections 3.1.13 , 3.1.14 and 3.1.15 of the Plan; provided, further, however, the distribution of the Warrants shall be subject to the requirements of Section 8.3.5 of the Plan.

- § 3.5.9(b) shall be amended as follows:

Treatment: As of the Effective Date, liability for all Class 5J Asbestos Personal Injury Claims shall be automatically and without further act, deed or Court order, transferred to, vested in and assumed by the Trust. Each Asbestos Personal Injury Claim in Class 5J shall be addressed (~~i.e. Allowed or disallowed, and if Allowed, then paid~~) solely by the Trust pursuant to and in accordance with the Asbestos Personal Injury Trust Distribution Procedures.

- § 5.1.4 shall be added and shall read as follows:

Pre-Petition Settlement Agreements Relating To Asbestos Insurance Policies.
Notwithstanding §§ 5.1.1 – 5.1.3 above, all settlement agreements affecting Asbestos Insurance Policies entered into prior to the Petition Date shall be considered non-executory contracts and shall neither be assumed nor rejected by the Debtors. The rights and obligations of the parties under such settlement agreements, including the question whether any breach has occurred, shall be determined under applicable non-bankruptcy law.

- § 7.1.1(o) shall be deleted in its entirety and the following language will be substituted:

The assignment of rights under the Asbestos Insurance Policies to the Trust is valid and enforceable and transfers such rights under the Asbestos Insurance Policies as the Debtors may have, subject to any and all Asbestos Insurer Coverage Defenses. The discharge and release of the Debtors, Reorganized

Debtors and the Released Parties from all Claims, and the injunctive protection provided to the Debtors, Reorganized Debtors, Released Parties and Protected Parties with respect to Demands as provided herein shall not affect the liability of any Asbestos Insurance Company except (i) to the extent that any such Asbestos Insurance Company is also a Settling Asbestos Insurance Company or (ii) that all Asbestos Insurer Coverage Defenses are preserved.

- § 7.1.1(p) shall be deleted in its entirety.
- § 7.1.1(q) shall be deleted in its entirety.
- § 8.19 shall be amended as follows:

Objections to Claims Other Than Asbestos Personal Injury Claims. Subject to the provisions of Section 8.19A, after the Effective Date, only the applicable Reorganized Debtor against whose Estate a Claim was filed or deemed filed ~~or the Trust in the case of Asbestos Personal Injury Claims~~ may object to the allowance of any Claim, except that the Unsecured Creditors Committee, the Asbestos Claimants Committee and the Future Claimants Representative shall also have standing and capacity to object to (i) the Administrative Expense Claims of professionals employed or retained in these Reorganization Cases and (ii) the Secured or unsecured Surety Claims. After the Effective Date, the applicable Reorganized Debtor against whose Estate a Claim was filed or deemed filed, ~~filed or the Trust in the case of Asbestos Personal Injury Claims~~ shall be accorded the power and authority to allow or settle and compromise any Claim, except for the Administrative Expense Claims of professionals employed by or on behalf of the Estates, without notice to any other party or approval of or notice to the Bankruptcy Court. Unless otherwise ordered by the Bankruptcy Court, and except as to any (a) late-filed Claims, or (b) Asbestos Personal Injury Claims, all objections to Claims against the U.S. Debtors shall be filed with the Bankruptcy Court on or before six months following the Effective Date. Objections to late-filed Claims against the U.S. Debtors shall be filed not later than the later of (a) six months following the Effective Date or (b) sixty (60) days after the Reorganized Debtor receives actual notice of the filing of such Claim.

- A new § 8.19A shall be added, as follows:

Objections to Asbestos Personal Injury Claims. Objections to Asbestos Personal Injury Claims shall be handled in accordance with the Asbestos Personal Injury Trust Distribution Procedures, subject to the right of any Asbestos Insurance Company to raise any Asbestos Insurance Coverage Defense in response to a demand by the Trust that such insurer handle, defend or pay any such claim.

- § 9.1.1(b) shall be amended as follows:

As of the Effective Date, except as provided in the Plan or the Confirmation Order, all Persons shall be precluded from asserting against the Debtors or the Reorganized Debtors, or their respective successors or property, any other or further Claims, Demands, ~~debts, rights, causes of action, liabilities,~~ or equity interests based upon any act, omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall constitute a judicial determination, as of the Effective Date, of the discharge of all such Claims against the Debtors, pursuant to Sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void and extinguish any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent such judgment is related to a discharged Claim. Notwithstanding anything herein to the contrary, nothing in this Section 9.1.1(b) shall affect the right of any Asbestos Insurance Company to assert any Asbestos Insurance Coverage Defenses.

- § 9.1.2(b) shall be amended as follows:

Except as provided in the Plan or the Confirmation Order, as of the Effective Date all Persons that hold, have held, or may hold a Claim or Demand, or other debt, right, cause of action or liability that is released pursuant to the provisions of the Plan are permanently enjoined from taking any of the following actions on account of or based upon such released Claims or Demands, debts, rights, causes of action or liabilities: (i) commencing or continuing any action or other proceeding against the Released Parties or their respective property; (ii) enforcing, attaching, collecting or recovering any judgment, award, decree or order against the Released Parties or their respective property; (iii) creating, perfecting or enforcing any lien or encumbrance against the Released Parties or their respective property; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due the Released Parties or against their respective property; and (v) commencing or continuing any judicial or administrative proceeding, in any forum, that does not comply with or is inconsistent with the provisions of the Plan. Notwithstanding anything herein to the contrary, nothing in this Section 9.1.2(b) shall affect the right of any Asbestos Insurance Company to assert any Asbestos Insurance Coverage Defenses.

- § 9.3.2(d) shall be added and shall read as follows:

If a non-Settling Asbestos Insurance Company asserts that it has rights of contribution, indemnity, reimbursement, subrogation or other similar claims (collectively, "Contribution Claims") against a Settling Asbestos Insurance Company, (i) such Contribution Claims may be asserted as a defense or

counterclaim against the Trust or the Reorganized Debtors (as applicable) in any Asbestos Insurance Action involving such non-Settling Asbestos Insurance Company and (ii) to the extent such Contribution Claims are determined to be valid, the liability (if any) of such non-Settling Asbestos Insurance Company to the Trust or the Reorganized Debtors (as applicable) shall be reduced by the amount of such Contribution Claims.

- § 9.3.3(c)(v) shall be added and shall read as follows:

The rights of any Asbestos Insurance Company to assert any claim, debt, obligation, cause of action or liability for payment against any other Asbestos Insurance Company that is not a Settling Asbestos Insurance Company.

- § 9.6 shall be amended as follows:

None of the Debtors, the Reorganized Debtors, the members of the Unsecured Creditors Committee, the members of the Asbestos Claimants Committee, the Future Claimants Representative, the members of the Equity Committee, the Collateral Trustee, the holders of Noteholder Claims, the holders of Bank Claims, the Administrative Agent nor any of their respective successors, officers, directors, employees, members, agents, attorneys, accountants, investment bankers, financial advisors or restructuring professionals, nor any other professional Person employed by any of them, shall have or incur any liability to any Person or Entity for any act or omission in connection with, relating to, or arising out of the Reorganization Cases, the administration proceedings of the U.K. Debtors, the negotiation of the Plan, the Schemes of Arrangement or the Voluntary Arrangements, pursuit of confirmation of the Plan, sanction of the Schemes of Arrangement and/or approval of the Voluntary Arrangements, the administration, consummation and implementation of the Plan or Schemes of Arrangement and/or the Voluntary Arrangements or the property to be distributed under the Plan or the Schemes and/or the Voluntary Arrangements, the Disclosure Statement, the Plan Documents, the releases and Injunctions, or the management or operation of the Debtors (except for any liability that results primarily from such Person's or Entity's bad faith or willful misconduct); provided, however, that (i) with respect to officers and directors of the Debtors, this exculpation provision shall apply only to officers or directors who were serving in such capacity on or after the Petition Date; (ii) this exculpation provision shall not apply to Rothschild Inc; and (iii) this exculpation provision shall not apply to Asbestos Insurer Coverage Defenses. In all respects each and all of such Persons, firms and Entities shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under, or in connection with, the Reorganization Cases, the Plan, the Schemes of Arrangement, the Voluntary Arrangements, the administration proceedings of the U.K. Debtors, and the administration of each of them.

- § 10.3 shall be amended as follows:

Any Asbestos Insurance Action, or the claims and causes of action asserted or to be asserted therein, shall be preserved for the benefit of the Trust, for prosecution either by Reorganized Federal-Mogul, the other applicable Reorganized Debtors, or the Trustees (as mutually agreed by such parties) subsequent to Confirmation of the Plan and in accordance with the Trust Agreement. As of the date subsequent to the Effective Date on which the Trustees confirm in writing to the Reorganized Debtors that the Trust is in a position to assume such responsibility, such actions, along with the rights and obligations of the Debtors and the Reorganized Debtors with respect to Asbestos Insurance Policies and claims thereunder, to the extent that such Policies and claims relate to Asbestos Personal Injury Claims but not as to any other claims covered thereby and subject to the assignability without prejudice of such claims and Policies, shall be assigned to and vested in the Trust as the representative of the Debtors' Estates, each being appointed by the Bankruptcy Court in accordance with Section 1123(b)(3) of the Bankruptcy Code without any further action by the Debtors or Reorganized Debtors, the Trust or the Bankruptcy Court. Such Asbestos Insurance Actions shall be so vested free and clear of all Liens, security interests and other Claims or causes of action, except for Asbestos Insurer Coverage Defenses as otherwise provided in the Plan. Until such time as the Asbestos Insurance Actions have become vested in the Trust, Reorganized Federal-Mogul and the other Reorganized Debtors, as the case may be, shall be entitled to compromise or settle any Asbestos Insurance Action; provided, however, that any such compromise or settlement shall require the consent of the Future Claimants Representative and the Asbestos Claimants Committee or the Trust Advisory Committee, as applicable, and the approval of the Bankruptcy Court. Upon vesting in the Trust, the prosecution of the Asbestos Insurance Actions shall be governed by the Trust Documents. Notwithstanding anything to the contrary contained herein, the Trust shall not compromise or resolve insurance coverage under any Asbestos Insurance Policy except with respect to Asbestos Personal Injury Claims and Trust Expenses. From the time that the Asbestos Insurance Actions are vested in the Trust, the Trustees shall be entitled, in their sole and complete discretion, to extend the Supplemental Injunction, the Third Party Injunction, and/or the Asbestos Insurance Entity Injunction to any Asbestos Insurance Company that becomes a party to an Asbestos Insurance Settlement Agreement. Extension of the Supplemental Injunction, the Third Party Injunction, and/or the Asbestos Insurance Entity Injunction shall be accomplished by amending and/or supplementing Exhibit 1.1.137 hereto to add the name of the Settling Asbestos Insurance Company and, if requested by the Settling Asbestos Insurance Company, by obtaining an order of the Bankruptcy Court.

- § 10.4.3 shall be amended as follows:

~~Notwithstanding anything to the contrary contained herein, nothing in the Plan shall be deemed to impair, prejudice, compromise or otherwise affect any defense or counterclaim asserted by any issuer or insurer of payment assurances issued on behalf of the Debtors, or any other defendant in the Supersedeas Bond Actions, to~~

~~any claim of the Debtors, including, but not limited to, any defense based upon an asserted right of setoff or recoupment, or other defense under applicable non-bankruptcy law. Any right of setoff or recoupment shall be satisfied out of the assets in the possession of the Bond Sureties/Insurers and any claims or liabilities including, but not limited to, claims for premiums for bonds provided by any such issuers or insurers.~~

While the obligations, if any of the Trust to pay holders of Asbestos Personal Injury Claims and Demands shall be determined pursuant to the Plan and the Plan Documents, neither the Court's approval of the Plan and the Plan Documents nor the Confirmation Order shall constitute a trial or hearing on the merits, or an adjudication or judgment, or be used as evidence to prove:

(i) that any of the Debtors, the Trust or any Asbestos Insurance Company is liable for, or otherwise obligated to pay with respect to, any individual Asbestos Personal Injury Claim or Demand;

(ii) that the procedures established by the Plan, including the Asbestos Personal Injury Trust Distribution Procedures, for evaluating and paying Asbestos Personal Injury Claims and Demands are reasonable and/ or consistent with any procedures that were used to evaluate or settle Asbestos Personal Injury Claims against the Debtors before the Petition Date;

(iii) that the settlement of, or the value assigned to, any individual Asbestos Personal Injury Claim pursuant to the Asbestos Personal Injury Trust Distribution Procedures was reasonable and/ or otherwise appropriate;

(iv) that any of the Asbestos Insurance Companies participated in and/ or consented to the negotiation of the Plan or any of the Plan Documents;

(v) that any of the Debtors or the Trust has suffered an insured loss with respect to any Asbestos Personal Injury Claim or Demand; or

(vi) as to the liability, or amount thereof on an aggregate basis, or for any individual claim, of the Debtors or the Trust for Asbestos Personal Injury Claims and/or Demands.

Nothing in the Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of the Plan, or any order or opinion entered on appeal from the Confirmation Order shall limit the right of any Asbestos Insurance Company, in any Asbestos Insurance Action, to assert any Asbestos Insurance Coverage Defense, including by presenting evidence and/or argument with respect to any of the matters specified in clauses (i) through (vi) of this Section; nor shall any of the matters specified in clauses (i) through (vi) of this Section have any *res judicata* or collateral estoppel effect against any Asbestos Insurance Company.

Notwithstanding anything in this subsection 10.4.3 to the contrary, nothing in this subsection 10.4.3 shall affect or limit, or be construed as affecting or limiting, (i) the binding effect of the Plan and the Confirmation Order on the Debtors, the Reorganized Debtors, the Trust or the beneficiaries of the Trust; or (ii) the protection afforded to any Settling Asbestos Insurance Company by the Supplemental Injunction, the Third Party Injunction, and/or the Asbestos Insurance Entity Injunction. Further, nothing in this subsection 10.4.3 is intended or shall be construed to preclude otherwise applicable principles of *res judicata* or collateral estoppel from being applied against any Asbestos Insurance Company with respect to any issue that is actually litigated by such Asbestos Insurance Company as part of its objections to confirmation of the Plan.

- § 10.7 shall be deleted in its entirety.
- § 11.1 shall be amended as follows:

Until the Reorganization Cases are closed, the Bankruptcy Court shall retain the fullest and most extensive jurisdiction that is permissible, including the jurisdiction necessary to ensure that the purposes and intent of the Plan are carried out. Except as otherwise provided in the Plan or the Trust Documents, the Bankruptcy Court shall retain jurisdiction to hear and determine all Claims against and Equity Interests in the Debtors, and to adjudicate and enforce the Asbestos Insurance Actions, the Supersedeas Bond Actions, and all other causes of action which may exist on behalf of the Debtors. Nothing contained herein shall prevent the Reorganized Debtors or the Trust from taking such action as may be necessary in the enforcement of any Asbestos Insurance Action, Supersedeas Bond Action or other cause of action which the Debtors have or may have and which may not have been enforced or prosecuted by the Debtors, which actions or other causes of action shall survive Confirmation of the Plan and shall not be affected thereby except as specifically provided herein. Nothing contained herein shall prejudice or affect the sole and exclusive jurisdiction and power of the U.K. Court in relation to the conduct of the administration of any U.K. Debtor under the laws of the relevant part of the United Kingdom and in relation to any Scheme of Arrangement or Voluntary Arrangement affecting any of the U.K. Debtors. Nothing contained herein concerning the retention of jurisdiction by the Bankruptcy Court shall be deemed to be a retention of exclusive jurisdiction with respect to any Asbestos Insurance Action; rather, any court other than the Bankruptcy Court which has jurisdiction over an Asbestos Insurance Action shall have the continuing right to exercise such jurisdiction.

- § 11.3.13 shall be amended as follows:

to hear and determine the Asbestos Insurance Actions, any similar claims, causes of action or rights of Reorganized T&N against the Hercules Insurers or rights of the Trust against the EL Insurers and the Supersedeas Bond Actions, to construe