

# **Exhibit 1.1.192**

The following exhibit is in the form that was attached to the Third Amended Joint Plan of Reorganization when that version of the Plan was filed. This exhibit will be updated prior to the Confirmation Hearing.

Summary of Terms and Conditions of the  
Reorganized Federal-Mogul Secured Term Loan Agreement<sup>1</sup>

Issuer ..... Reorganized Federal-Mogul.

Principal Amount ..... \$1,305,352,118 (subject to adjustment to reflect the conversion of foreign currencies to U.S. Dollars and the inclusion of pre-petition secured hedge obligations, if any), plus the reimbursement obligations arising from any drawings prior to the Effective Date on Letters of Credit issued and outstanding under the Bank Credit Agreement.

Maturity ..... June 30, 2011, or six and one-half years after the Effective Date.

Closing ..... Effective Date.

Amortization..... Quarterly beginning March 31, 2006:

03/31/06 through 12/31/06	\$5,700,000
03/31/07 through 12/31/08	\$11,400,000
03/31/09 through 03/31/11	\$56,900,000
Maturity	Outstanding balance

Interest..... Interest will be payable quarterly at the following rates:

Through 12/31/06	LIBOR + 3.0%
1/1/07 through 12/31/07	LIBOR + 3.25%
1/1/08 through maturity	LIBOR + 5.0%

Optional Prepayment..... Prepayable at par any time at the Company's option, except at any time when the Tranche C Loans remain outstanding without having been refinanced as part of the Exit Facilities.

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<sup>1</sup> This term sheet is a summary of only certain terms and conditions and does not purport to be a complete description of the provisions of the Secured Term Loan Agreement. Reference should be made to the definitive documentation for a comprehensive understanding of the terms thereof. All dates in this term sheet are based on the assumption that the Effective Date will occur on December 31, 2004. The Plan Proponents have agreed that all dates would be adjusted if the Effective Date were to occur later than March 31, 2005.

**Mandatory Prepayment**..... Reorganized Federal-Mogul will prepay the loans under the Reorganized Federal-Mogul Secured Term Loan Agreement each year with 75% of "Excess Cash Flow" and 33% of "Positive EBITDA Variance", with the first such payments to be made in respect of Excess Cash Flow or Positive EBITDA Variance, as applicable, generated in 2005, subject to certain limitations to be set forth in the definitive documentation.

Subject to the terms of the Exit Facility, Net Cash Proceeds from the sale of assets of Reorganized Federal-Mogul and its subsidiaries, subject to various baskets to be set forth in the definitive documentation, which are not reinvested will be used to prepay the Reorganized Federal-Mogul Secured Term Loan Agreement.

All optional and mandatory prepayments will be applied pro rata to the outstanding amortization installments (including the payment due at maturity), except that any voluntary pre-payments made within 60 days after the Effective Date shall be applied to such installments in direct order of maturity.

**Administrative Agent** .... JPMorgan Chase Bank.

**Collateral** ..... Secured by liens on all assets of Reorganized Federal-Mogul and its domestic subsidiaries and 65% of stock in foreign subsidiaries owned by such entities. Such liens will be junior to the Exit Facility and the liens securing the portion, if any, of the Tranche C Loans restructured pursuant to Section 2.2 of the Plan and pari passu with the liens securing the Secured Surety Notes.

**Covenants** ..... Minimum quarterly EBITDA, Senior Leverage Ratio, Minimum Debt Service Coverage Ratio requirements, and restrictions on annual capital expenditures, to be set forth in the definitive documentation.

Customary covenants, including without limitation, restrictions on incurrence of additional debt, liens, acquisitions, dividends, and investments, subject to certain exceptions to be set forth in the definitive documentation.

**Events of Default**..... Customary events of default, including without limitation, nonpayment of principal, interest, fees or other amounts; violation of covenants; cross-default; bankruptcy events; certain ERISA events; material judgments; and actual or asserted invalidity of any guarantee or security document, subordination provisions or security interest; each as more fully set forth in the definitive documentation.