

Exhibit 3.20

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CLASSIFICATION AND TREATMENT: OTHER DEBTORS

U.S. Debtor Non-Operating Companies that Pledged Assets to Banks and Sureties, Guaranteed the Notes, and Have Known Asbestos Liabilities

The following U.S. Debtors are non-operating companies (a) that have pledged certain assets to secure their guarantees of the Bank Credit Agreement and the Surety Claims, (b) that have guaranteed the Noteholder Claims, and (c) against which known Asbestos Personal Injury Claims had been asserted prior to the Petition Date:

20. Ferodo America, Inc. (“Ferodo”)

21. Felt Products Manufacturing Co. (“Felt Products”)

The classification of the Claims against and Equity Interests in these Debtors and the treatment and voting rights afforded to the holders of such Claims and Equity Interests under the Plan are set forth below. The class headings number the Classes in accordance with the numbers set forth above beside the name of the Debtor.

Classes 20A-21A – Priority Claims

(a) Classification: Classes 20A-21A consist of all Priority Claims against these Debtors.

(b) Treatment: On the Distribution Date, each holder of an Allowed Class 20A-21A Claim shall receive either (I) Cash equal to the Allowed Amount of such Priority Claim or (II) such other treatment as may be agreed upon in writing by such holder and the Reorganized Debtor.

(c) Voting: Classes 20A-21A are impaired and each holder of an Allowed Claim in Classes 20A-21A is entitled to vote to accept or reject the Plan.

Classes 20B-21B – Bank Claims

(a) Classification: Classes 20B-21B consist of all Bank Claims against these Debtors.

(b) Treatment: On the Effective Date, all Claims and interests arising under or related to any obligations of these Debtors to holders of Bank Claims shall be released, extinguished and discharged. In full and complete satisfaction of all Allowed Claims in Classes 20B-21B, Claims arising under the Bank Credit Agreement (including certain letter of credit obligations) shall be deemed Allowed in the amount of \$1,646,681,464.00 (as adjusted as of the Effective Date to convert any foreign currencies to U.S. dollars) and the Debtors in these Classes shall guarantee on a secured basis Reorganized Federal-Mogul’s obligations under (y) the Reorganized Federal- Mogul Secured Term Loan Agreement and (z) the Reorganized Federal-Mogul Junior Secured PIK Notes.

(c) Voting: Classes 20B-21B are impaired and each holder of an Allowed Class 20B-21B Claim is entitled to vote to accept or reject the Plan.

Classes 20C-21C – Surety Claims

(a) Classification: Classes 20C-21C consist of all Surety Claims against these Debtors.

(b) Treatment: On the Effective Date, all Claims and interests arising under or related to any indemnity contract or guarantee between these Debtors and any of the Sureties relating to the CCR Surety Bonds, if any, and all Liens on any property of these Debtors in favor of the Sureties, shall be released, extinguished and discharged. In full and complete satisfaction of all Allowed Surety Claims in Classes 20C and 21C, Claims of any of the Sureties relating to the CCR Surety Bonds shall be deemed Allowed in the amount of \$28,000,000 against each of these Debtors, and each of these Debtors shall guarantee on a secured basis Reorganized Federal-Mogul's obligations under (y) the Reorganized Federal-Mogul Secured Term Loan Agreement and (z) the Reorganized Federal-Mogul Junior Secured PIK Notes.

(c) Voting: Classes 20C and 21C are impaired. Holders of Class 20C and 21C Surety Claims are, subject to the terms of the Surety Claims Settlement Agreement, entitled to vote to accept or reject the Plan.

Classes 20D-21D – Noteholder Claims

(a) Classification: Classes 20D-21D consist of all Secured and unsecured Noteholder Claims against these Debtors.

(b) Treatment: On the Distribution Date, all Claims arising under each Debtor's guaranty of the Noteholder Claims shall be released, extinguished and discharged. In consideration of the treatment accorded Class 1D, holders of Class 20D-21D Noteholder Claims shall receive no additional distribution under the Plan on account of such Class 20D-21D Noteholder Claims.

(c) Voting: Classes 20D-21D are impaired and each holder of an Allowed Class 20D-21D Claim is entitled to vote to accept or reject the Plan.

Classes 20H-21H – Unsecured Claims

(a) Classification: Classes 20H-21H consist of all Unsecured Claims against these Debtors, other than any unsecured portion of Noteholder Claims or other Claims specifically included in any other Class.

(b) Treatment: Subject to Sections 8.15 and 8.24 of the Plan, each holder of an Allowed Class 20H-21H Unsecured Claim shall receive either (i) a total Cash payment equal to 35% of such holder's Allowed Unsecured Claim, with such total amount to be paid in three equal, annual installments, the first of which shall be paid on the Distribution Date and the second and third on the first and second anniversaries of the Distribution Date, respectively, or (ii) based on such holder's election under Section 8.15.2 of the Plan, a Pro Rata share of

Reorganized Federal-Mogul Class A Common Stock to be issued and distributed on the Distribution Date.

(c) Voting: Classes 20H-21H are impaired and each holder of an Allowed Class 20H-21H Claim is entitled to vote to accept or reject the Plan.

Class 20J – Asbestos Personal Injury Claims

(a) Classification: Class 20J Consists of all Asbestos Personal Injury Claims against Ferodo.

(b) Treatment: As of the Effective Date, liability for all Class 20J Asbestos Personal Injury Claims shall automatically and without further act, deed or court order, be assumed by the Trust in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan and the provisions relating to the Hercules Policy and any EL Asbestos Insurance. Additionally, on the Effective Date, the liability of Reorganized Ferodo for each Class 20J Claim shall continue but recourse to the assets of Reorganized Ferodo in respect of such liability shall, by operation of the Plan and the Confirmation Order, be limited in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan and the provisions relating to the Hercules Policy and any EL Asbestos Insurance. Upon the Hercules Policy Expiry Date and/or the EL Asbestos Insurance Expiry Date, Reorganized Ferodo shall be, without further order of court, released and discharged from Class 20J Asbestos Personal Injury Claims in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan.

(c) Voting: Class 20J is impaired and each holder of a Class 20J Claim is entitled to vote to accept or reject the Plan.

Class 21J – Asbestos Personal Injury Claims

(a) Classification: Class 21J consists of all Asbestos Personal Injury Claims against Felt Products.

(b) Treatment: As of the Effective Date, liability for all Class 21J 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 these Classes shall be addressed solely by the Trust pursuant to and in accordance with the Asbestos Personal Injury Trust Distribution Procedures.

(c) Voting: Class 21J is impaired and each holder of a Class 21J Claim is entitled to vote to accept or reject the Plan.

Classes 20L-21L - Affiliate Claims

(a) Classification: Classes 20L-21L consist of all Affiliate Claims against these Debtors.

(b) Treatment: On the Effective Date, at the option of the Plan Proponents, all Affiliate Claims in these Classes shall either be (a) reinstated, in full or in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any such Claims are reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against these Debtors, as applicable. Any and all Claims in these Classes, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Classes 20L-21L are impaired and each holder of an Allowed Class 20L-21L Claim is entitled to vote to accept or reject the Plan.

Classes 20P-21P – Equity Interests

(a) Classification: Classes 20P-21P consist of all Equity Interests in these Debtors.

(b) Treatment: Each holder of an Allowed Equity Interest in Classes 20P-21P shall retain unaltered the legal, equitable and contractual rights to which such Allowed Equity Interest entitles the holder.

(c) Voting: Classes 20P-21P are unimpaired and holders of Class 20P-21P Equity Interests are thus not entitled to vote to accept or reject the Plan.

U.S. Debtor Non-Operating Company that Have Known Asbestos Liabilities

The following U.S. Debtor is a non-operating company against which known Asbestos Personal Injury Claims had been asserted prior to the Petition Date or are likely to be asserted subsequent to the Petition Date:

22. Gasket Holdings Inc. (“GHI”)

The classification of the Claims and Equity Interests in against GHI and the treatment and voting rights afforded to the holders of such Claims and Equity Interests under the Plan are set forth below.

Class 22A – Priority Claims.

(a) Classification: Class 22A consists of all Priority Claims against GHI.

(b) Treatment: On the Distribution Date, each holder of an Allowed Class 22A Claim shall receive either (I) Cash equal to the Allowed Amount of such Priority Claim or (II) such other treatment as may be agreed upon in writing by such holder and Reorganized GHI.

(c) Voting: Class 22A is impaired and each holder of an Allowed Class 23A Claim is entitled to vote to accept or reject the Plan.

Class 22C – Surety Claims

(a) Classification: Class 22C consists of all Surety Claims against GHI.

(b) Treatment: On the Effective Date, all Claims and interests arising under or related to any indemnity contract or guarantee between these Debtors and any of the Sureties relating to the CCR Surety Bonds, if any, shall be released, extinguished and discharged. In full and complete satisfaction of all Allowed Surety Claims in Class 22C, Claims of any of the Sureties relating to the CCR Surety Bonds shall be deemed Allowed in the amount of \$28,000,000 against GHI, and GHI shall guarantee on an unsecured basis Reorganized Federal-Mogul's obligations under (y) the Reorganized Federal-Mogul Secured Term Loan Agreement and (z) the Reorganized Federal-Mogul Junior Secured PIK Notes.

(c) Voting: Class 22C is impaired. Holders of Class 22C Surety Claims are, subject to the terms of the Surety Claims Settlement Agreement, entitled to vote to accept or reject the Plan.

Class 22H – Unsecured Claims

(a) Classification: Class 22H consists of all Unsecured Claims against GHI, other than any unsecured portion of Bonded Asbestos Claims or other Claims specifically included in any other Class. Class 22H Unsecured Claims shall include, without limitation, all Unsecured Claims asserted by the Sureties against GHI.

(b) Treatment: Subject to Sections 8.15 and 8.24 of the Plan, each holder of an Allowed Class 22H Unsecured Claim shall receive either (i) a total Cash payment equal to 35% of such holder's Allowed Unsecured Claim, with such total amount to be paid in three equal, annual installments, the first of which shall be paid on the Distribution Date and the second and third on the first and second anniversaries of the Distribution Date, respectively, or (ii) based on such holder's election under Section 8.15.2 of the Plan, a Pro Rata share of Reorganized Federal-Mogul Class A Common Stock to be issued and distributed on the Distribution Date.

(c) Voting: Class 22H is impaired and each holder of an Allowed Class 22H Claim is entitled to vote to accept or reject the Plan.

Class 22J – Asbestos Personal Injury Claims

(a) Classification: Class 22J consists of all Asbestos Personal Injury Claims against GHI.

(b) Treatment: As of the Effective Date, liability for all Class 22J Asbestos Personal Injury Claims shall automatically and without further act, deed or court order, be assumed by the Trust in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan and the provisions relating to the Hercules Policy and any EL Asbestos Insurance. Additionally, on the Effective Date, the

liability of Reorganized GHI for each Class 22J Claim shall continue but recourse to the assets of Reorganized GHI in respect of such liability shall, by operation of the Plan and the Confirmation Order, be limited in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan and the provisions relating to the Hercules Policy and any EL Asbestos Insurance. Upon the Hercules Policy Expiry Date and/or the EL Asbestos Insurance Expiry Date, Reorganized GHI shall be, without further order of court, released and discharged from Class 22J Asbestos Personal Injury Claims in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan.

(c) Voting: Class 22J is impaired and each holder of a Class 22J Claim is entitled to vote to accept or reject the Plan.

Class 22L – Affiliate Claims

(a) Classification: Class 22L consists of all Affiliate Claims against GHI.

(b) Treatment: On the Effective Date, at the option of the Plan Proponents, all Affiliates Claims in Class 22L shall either be (a) reinstated, in full or in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any Class 22L Claims are reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against GHI. Any and all Class 22L Claims, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Class 22L is impaired and each holder of an Allowed Class 22L Claim is entitled to vote to accept or reject the Plan.

Class 22P – Equity Interests

(a) Classification: Class 22P consists of all Equity Interests in GHI.

(b) Treatment: Each holder of an Allowed Equity Interest in Class 22P shall retain unaltered the legal, equitable and contractual rights to which such Allowed Equity Interest entitles the holder.

(c) Voting: Class 22P is unimpaired and holders of Class 22P Equity Interests are thus not entitled to vote to accept or reject the Plan.

U.S. Debtor Holding Companies that Pledged Assets to Banks and Sureties and Guaranteed the Notes

The following U.S. Debtors are holding companies (a) that have pledged certain assets to secure their guarantees of the Bank Credit Agreement and the Surety Claims, and (b) guaranteed

the Noteholder Claims, but against whom no known Asbestos Personal Injury Claims were pending as of the Petition Date:

23. **Carter Automotive Company, Inc.**
24. **Federal-Mogul Dutch Holdings Inc.**
25. **Federal-Mogul Global Inc.**
26. **Federal-Mogul Global Properties, Inc.**
27. **Federal-Mogul Mystic, Inc.**
28. **Federal-Mogul U.K. Holdings, Inc.**
29. **Federal-Mogul Venture Corporation**
30. **Federal-Mogul World Wide, Inc.**
31. **McCord Sealing, Inc.**
32. **T&N Industries Inc.**

The classification of the Claims against and Equity Interests in these Debtors, and the treatment and voting rights afforded to the holders of such Claims and Equity Interests under the Plan are set forth below. The class headings number the Classes in accordance with the numbers set forth above beside the name of the Debtor.

Classes 23A-32A – Priority Claims

(a) Classification: Classes 23A-32A consist of all Priority Claims against these Debtors.

(b) Treatment: On the Distribution Date, each holder of an Allowed Class 23A-32A Claim shall receive either (I) Cash equal to the Allowed Amount of such Priority Claim or (II) such other treatment as may be agreed upon in writing by such holder and the Reorganized Debtor.

(c) Voting: Classes 23A-32A are impaired and each holder of an Allowed Class 23A-32A Claim is entitled to vote to accept or reject the Plan.

Classes 23B-32B – Bank Claims

(a) Classification: Classes 23B-32B consist of all Bank Claims against these Debtors.

(b) Treatment: On the Effective Date, all Claims and interests arising under or related to any obligation of these Debtors to holders of Bank Claims shall be released, extinguished and discharged. In full and complete satisfaction of the Allowed Claims in Classes 23B-32B, Claims arising under the Bank Credit Agreement (including certain letter of credit obligations) shall be deemed Allowed in the amount of \$1,646,681,464.00 (as adjusted as of the Effective Date to convert any foreign currencies to U.S. dollars) and the Debtors in these Classes shall guarantee on a secured basis Reorganized Federal-Mogul's obligations under (y) the Reorganized Federal- Mogul Secured Term Loan Agreement and (z) the Reorganized Federal-Mogul Junior Secured PIK Notes.

(c) Voting: Classes 23B-32B are impaired and each holder of an Allowed Class 23B-32B Claim is entitled to vote to accept or reject the Plan.

Classes 23C-32C – Surety Claims

(a) Classification: Classes 23C-32C consist of all Surety Claims against these Debtors.

(b) Treatment: On the Effective Date, all Claims and interests arising under and related to any indemnity contract or guarantee between these Debtors and any of the Sureties relating to the CCR Surety Bonds, if any, and all Liens on any property of these Debtors in favor of the Sureties, shall be released, extinguished and discharged. In full and complete satisfaction of all Allowed Surety Claims in Classes 23C-32C, Claims of any of the Sureties relating to the CCR Surety Bonds shall be deemed Allowed in the amount of \$28,000,000 against each of these Debtors, and each of these Debtors shall guarantee on a secured basis Reorganized Federal-Mogul's obligations under (y) the Reorganized Federal-Mogul Secured Term Loan Agreement and (z) the Reorganized Federal-Mogul Junior Secured PIK Notes.

(c) Voting: Classes 23C-32C are impaired. Holders of Class 23C-32C Surety Claims are, subject to the terms of the Surety Claims Settlement Agreement, entitled to vote to accept or reject the Plan.

Classes 23D-32D – Noteholder Claims

(a) Classification: Classes 23D-32D consist of all Secured and unsecured Noteholder Claims against these Debtors.

(b) Treatment: On the Effective Date, all Claims arising under each Debtor's guaranty of the Noteholder Claims shall be released, extinguished and discharged. In consideration of the treatment accorded Class 1D, holders of Class 23D-32D Noteholder Claims shall receive no additional distribution under the Plan on account of such Class 23D-32D Noteholder Claims.

(c) Voting: Classes 23D-32D are impaired and each holder of an Allowed Class 23D-32D Claim is entitled to vote to accept or reject the Plan.

Classes 23E-32E – Other Secured Claims

(a) Classification: Classes 23E-32E consist of all Secured Claims against these Debtors other than Bank Claims, Surety Claims or Noteholder Claims. Each Secured Claim against these Debtors shall constitute a separate sub-class (designated, for example, as Class 23E-1 or 32E-1) for purposes of voting and distribution.

(b) Treatment: At the option of each Debtor or the Reorganized Debtor and in accordance with Section 1124 of the Bankruptcy Code, all Allowed Secured Claims in Classes 23E-32E, and each sub-class thereof, will be treated pursuant to one of the following alternatives: (I) the Plan will leave unaltered the legal, equitable and contractual rights to which each Secured Claim in Classes 23E-32E entitles the holder; (II) the Debtor shall cure any default that occurred before or after the Petition Date; the maturity of such Secured Claim shall be

reinstated as such maturity existed prior to any such default; the holder of such Secured Claim shall be compensated for any damages incurred as a result of any reasonable reliance by the holder on any right to accelerate its claim; and the legal, equitable and contractual rights of such holder will not otherwise be altered; (III) an Allowed Secured Claim shall receive such other treatment as the Debtor and the holder shall agree; or (IV) all of the collateral for such Secured Claim will be surrendered by the Debtor to the holder of such Claim on the Effective Date or as soon as practicable thereafter.

(c) Voting: To the extent any Allowed Secured Claims are treated in the manner set forth in clauses (I), (II), (III) or (IV) of the immediately preceding subsection, Classes 23E-32E or the particular sub-class are unimpaired and are not entitled to vote to accept or reject the Plan.

Classes 23H-32H – Unsecured Claims

(a) Classification: Classes 23H-32H consist of all Unsecured Claims against these Debtors, other than any unsecured portion of Noteholder Claims or other Claims specifically included in any other Class.

(b) Treatment: Subject to Sections 8.15 and 8.24 of the Plan, each holder of an Allowed Class 23H-32H Unsecured Claim shall receive either (i) a total Cash payment equal to 35% of such holder's Allowed Unsecured Claim, with such total amount to be paid in three equal, annual installments, the first of which shall be paid on the Distribution Date and the second and third on the first and second anniversaries of the Distribution Date, respectively, or (ii) based on such holder's election under Section 8.15.2 of the Plan, a Pro Rata share of Reorganized Federal-Mogul Class A Common Stock to be issued and distributed on the Distribution Date.

(c) Voting: Classes 23H – 32H are impaired and each holder of an Allowed Class 23H-32H Claim is entitled to vote to accept or reject the Plan.

Classes 30G and 32G – On-Site Environmental Claims

(a) Classification: Classes 30G and 32G consist of all On-Site Environmental Claims against Federal-Mogul World Wide, Inc. and T&N Industries Inc., respectively.

(b) Treatment: Each holder of an Allowed On-Site Environmental Claim in Classes 30G and 32G shall retain unaltered the legal, equitable and contractual rights to which such Allowed On-Site Environmental Claim entitles the holder.

(c) Voting: Classes 30G and 32G are unimpaired and holders of Class 30G or 32G Claims are thus not entitled to vote to accept or reject the Plan.

Classes 23L-32L – Affiliate Claims

(a) Classification: Classes 23L-32L consist of all Affiliate Claims against these Debtors.

(b) Treatment: On the Effective Date, at the option of the Plan Proponents, all Affiliate Claims in these Classes shall either be (a) reinstated, in full or in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any such Claims are reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against these Debtors, as applicable. Any and all Claims in these Classes, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Classes 23L-32L are unimpaired and holders of Class 23L-32L Claims are thus not entitled to vote to accept or reject the Plan.

Classes 23P-32P – Equity Interests

(a) Classification: Classes 23P-32P consist of all Equity Interests in these Debtors.

(b) Treatment: Each holder of an Allowed Equity Interest in Classes 23P-32P shall retain unaltered the legal, equitable and contractual rights to which such Allowed Equity Interest entitles the holder.

(c) Voting: Classes 23P-32P are unimpaired and holders of Class 23P-32P Equity Interests are thus not entitled to vote to accept or reject the Plan.

U.K. Debtor Holding Company that Pledged Assets to Banks and Sureties, Guaranteed the Notes, and Against Which Pneumo Parties Claims Have Been Asserted

The following U.K. Debtor is a holding company that has (a) pledged certain assets to secure its guaranty of the Bank Credit Agreement and the Surety Claims, and (b) guaranteed the Noteholder Claims, but against which no known Asbestos Personal Injury Claims were pending as of the Petition Date:

33. F-M UK Holding Limited (“FMUK Holding”)

The classification of the Claims against and Equity Interests in this Debtor, and the treatment and voting rights afforded to the holders of these Claims and Equity Interests under the Plan are set forth below.

Class 33A – Priority Claims

(a) Classification: Class 33A consists of all Priority Claims against FMUK Holding.

(b) Treatment: Each holder of an Allowed 33A Claim shall retain unaltered the legal, equitable and contractual rights to which such Claim entitles the holder.

(c) Voting: Class 33A is unimpaired and holders of Class 33A Claims are thus not entitled to vote to accept or reject the Plan.

Class 33B – Bank Claims

(a) Classification: Class 33B consists of all Bank Claims against FMUK Holding.

(b) Treatment: In full and complete satisfaction of all Allowed Class 33B Claims, Claims arising under the Bank Credit Agreement (including certain letter of credit obligations) shall be deemed Allowed in the amount of \$1,646,681,464.00 (as adjusted as of the Effective Date to convert any foreign currencies to U.S. dollars) and Reorganized FMUK Holding shall guarantee on a secured basis Reorganized Federal-Mogul's obligations under (y) the Reorganized Federal-Mogul Secured Term Loan Agreement and (z) the Reorganized Federal-Mogul Junior Secured PIK Notes.

(c) Voting: Class 33B is impaired and each holder of an Allowed Class 33B Claim is entitled to vote to accept or reject the Plan.

Class 33C – Surety Claims

(a) Classification: Class 33C consists of all Surety Claims against FMUK Holding.

(b) Treatment: On the Effective Date, all Claims and interests arising under and related to any indemnity contract or guarantee between FMUK Holding and any of the Sureties relating to the CCR Surety Bonds, if any, and all Liens on any property of FMUK Holding in favor of the Sureties, shall be released, extinguished and discharged. In full and complete satisfaction of all Allowed Surety Claims in Class 33C, Claims of any of the Sureties relating to the CCR Surety Bonds shall be deemed Allowed in the amount of \$28,000,000 against FMUK Holding, and FMUK Holding shall guarantee on a secured basis Reorganized Federal-Mogul's obligations under (y) the Reorganized Federal-Mogul Secured Term Loan Agreement and (z) the Reorganized Federal-Mogul Junior Secured PIK Notes.

(c) Voting: Classes 33C is impaired. Holders of Class 33C Surety Claims are, subject to the terms of the Surety Claims Settlement Agreement, entitled to vote to accept or reject the Plan.

Class 33D – Noteholder Claims

(a) Classification: Class 33D consists of all Secured and unsecured Noteholder Claims against FMUK Holding.

(b) Treatment: On the Effective Date, all Claims arising under FMUK Holding's guaranty of the Noteholder Claims shall be released, extinguished and discharged. In consideration of the treatment accorded Class 1D, holders of Class 33D Noteholder Claims shall receive no additional distribution under the Plan on account of such Class 33D Noteholder Claims.

(c) Voting: Class 33D is impaired and each holder of an Allowed Class 33D Claim is entitled to vote to accept or reject the Plan.

Class 33H – Unsecured Claims

(a) Classification: Class 33H consists of all Unsecured Claims against FMUK Holding, other than any Claims that are specifically included in any other Class.

(b) Treatment: Subject to Section 8.24 of the Plan, each holder of an Allowed Class 33H Claim shall receive the treatment afforded to such Claim under the CVA proposed for FMUK Holding in the U.K. administration proceedings of FMUK Holding.

(c) Voting: Class 33H is impaired and each holder of an Allowed Class 33H Claim is entitled to vote to accept or reject the Plan.

Class 33L – Affiliate Claims

(a) Classification: Class 33L consists of all Affiliate Claims against FMUK Holding.

(b) Treatment: All Affiliate Claims in Class 33L shall receive the treatment afforded to such Claims under the CVA proposed for FMUK Holding in the U.K. administration proceedings of FMUK Holding. If such Affiliate Claims are not compromised under the CVA proposed for FMUK Holding, then such Affiliate Claims shall be reinstated in full unless, at the option of the Plan Proponents, they are (a) reinstated in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any such Class 33L Claim is reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against FMUK Holding. Any and all Class 33L Claims, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Class 33L is unimpaired and holders of Class 33L Claims are thus not entitled to vote to accept or reject the Plan.

Class 33P – Equity Interests

(a) Classification: Class 33P consists of all Equity Interests in FMUK Holding.

(b) Treatment: Each holder of an Allowed Equity Interest in Class 33P shall retain unaltered the legal, equitable and contractual rights to which such Allowed Equity Interest entitles the holder.

(c) Voting: Class 33P is unimpaired and holders of Class 33P Equity Interests are thus not entitled to vote to accept or reject the Plan.

Class 33Q – Cooper Claims

(a) Classification: Class 33Q consists of all Cooper Claims against FMUK Holding.

(b) Treatment: On the Effective Date, subject to the condition precedent that the Plan A Date and the Date of Finality occur, the Class 33Q Cooper Claims shall receive the treatment for such Claims specified in the Plan A Settlement set forth in the Addendum, as implemented by Section 8.23 of the Plan; provided, however, that if the conditions set forth in Articles II and III of the Plan B Settlement Agreement become effective pursuant to Section 5.01 thereof, then (a) the Addendum shall cease to have any force and effect and shall not constitute part of the Plan and (b) the Class 33Q Cooper Claims shall receive the treatment for such Claims specified in the Plan B Settlement Agreement.

(c) Voting: Class 33Q is impaired. Subject to the terms of the Plan Support Agreement, each holder of a Class 33Q Cooper Claim is entitled to vote to accept or reject the Plan.

U.S. Debtor Holding Companies and Non-Operating Companies

The following U.S. Debtors are holding companies or non-operating companies that have not guaranteed the Bank Claims, the Surety Claims or the Noteholder Claims, or pledged any assets to secure payment of any Bank Claims, the Surety Claims or the Noteholder Claims, and against which no known Asbestos Personal Injury Claims were pending as of the Petition Date:

- 34. Federal-Mogul FX, Inc.**
- 35. Federal-Mogul Puerto Rico, Inc.**
- 36. Federal-Mogul Machine Tool, Inc.**
- 37. FM International LLC**
- 38. J.W.J. Holdings, Inc.**

The classification of the Claims against and Equity Interests in these Debtors, and the treatment and voting rights afforded to the holders of such Claims and Equity Interests under the Plan are set forth below. The class headings number the classes in accordance with the numbers set forth above beside the name of the Debtor.

Classes 34A-38A – Priority Claims

(a) Classification: Classes 34A-38A consist of all Priority Claims against these Debtors.

(b) Treatment: On the Distribution Date, each holder of an Allowed Class 34A-38A Priority Claim shall receive either (I) Cash equal to the Allowed Amount of such Priority Claim or (II) such other treatment as may be agreed upon in writing by such holder and the Reorganized Debtor.

(c) Voting: Classes 34A-38A are impaired and each holder of an Allowed Class 34A-38A Claim is entitled to vote to accept or reject the Plan.

Classes 34H-38H – Unsecured Claims

(a) Classification: Classes 34H-38H consist of all Unsecured Claims against these Debtors, other than any Claims that are specifically included in any other Class.

(b) Treatment: Subject to Sections 8.15 and 8.24 of the Plan, each holder of an Allowed Class 34H-38H Unsecured Claim shall receive either (i) a total Cash payment equal to 35% of such holder's Allowed Unsecured Claim, with such total amount to be paid in three equal, annual installments, the first of which shall be paid on the Distribution Date and the second and third on the first and second anniversaries of the Distribution Date, respectively, or (ii) based on such holder's election under Section 8.15.2 of the Plan, a Pro Rata share of Reorganized Federal-Mogul Class A Common Stock to be issued and distributed on the Distribution Date.

(c) Voting: Classes 34H-38H are impaired and each holder of an Allowed Class 34H-38H Claim is entitled to vote to accept or reject the Plan.

Classes 34L-38L – Affiliate Claims

(a) Classification: Classes 34L-38L consist of all Affiliate Claims against these Debtors.

(b) Treatment: On the Effective Date, at the option of the Plan Proponents, all Affiliate Claims in these Classes shall either be (a) reinstated, in full or in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any such Claims are reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against these Debtors, as applicable. Any and all Claims in these Classes, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Classes 34L-38L are unimpaired and holders of Class 34L-38L Claims are thus not entitled to vote to accept or reject the Plan.

Classes 34P-38P – Equity Interests

(a) Classification: Classes 34P-38P consist of all Equity Interests in these Debtors.

(b) Treatment: Each holder of an Allowed Equity Interest in Classes 34P-38P shall retain unaltered the legal, equitable and contractual rights to which such Allowed Equity Interest entitles the holder.

(c) Voting: Classes 34P-38P are unimpaired and holders of Class 34P-38P Equity Interests are thus not entitled to vote to accept or reject the Plan.

Class 37Q – Cooper Claims

(a) Classification: Class 37Q consists of all Cooper Claims against FM International LLC.

(b) Treatment: On the Effective Date, subject to the condition precedent that the Plan A Date and the Date of Finality occur, the Class 37Q Cooper Claims shall receive the treatment for such Claims specified in the Plan A Settlement set forth in the Addendum, as implemented by Section 8.23 of the Plan; provided, however, that if the conditions set forth in Articles II and III of the Plan B Settlement Agreement become effective pursuant to Section 5.01 thereof, then (a) the Addendum shall cease to have any force and effect and shall not constitute part of the Plan and (b) the Class 37Q Cooper Claims shall receive the treatment for such Claims specified in the Plan B Settlement Agreement.

(c) Voting: Voting: Class 37Q is impaired. Subject to the terms of the Plan Support Agreement, each holder of a Class 37Q Cooper Claim is entitled to vote to accept or reject the Plan.

U.K. Debtor Companies That Are Terminating or Have Terminated Operations

The following U.K. Debtors are companies that are terminating or have recently terminated their operations. Accordingly, the Plan, as it relates to these U.K. Debtors, is a liquidating plan of reorganization with respect to which the provisions of Section 1141(d)(3) of the Bankruptcy Code apply. The proceeds of the sale or liquidation of these U.K. Debtors' assets shall be distributed to the holders of Allowed Claims through the CVAs.

- 39. Federal-Mogul Sealing System (Cardiff) Limited**
- 40. Federal-Mogul Bridgwater Limited**
- 41. Federal-Mogul Engineering Limited**
- 42. Federal-Mogul Technology Limited**

The classification of the Claims against and Equity Interests in these Debtors, and the treatment and voting rights afforded to the holders of such Claims and Equity Interests under the Plan are set forth below. The class headings number the classes in accordance with the numbers set forth above beside the name of the Debtor.

The Plan, as it relates to Federal-Mogul Sealing System (Cardiff) Limited (“*FMSS-Cardiff*”) will be implemented pursuant to an agreement (the “*Cardiff Agreement*”) dated August 8, 2002 providing for the sale and purchase of substantially all of FMSS-Cardiff’s assets, entered into between (i) FMSS (acting by and through its Administrators), as Seller, (ii) the Administrators of FMSS and (iii) Federal-Mogul Operations Italy SRL, as Purchaser. The Plan, as it relates to Federal-Mogul Bridgwater Limited (“*Bridgwater*”) will be implemented pursuant to an agreement (the “*Bridgwater Agreement*”) dated December 31, 2002 providing for the sale and purchase of substantially all of Bridgwater’s assets, entered into between (i) T&N, as seller

of beneficial title, (ii) Bridgwater, as seller of legal title, (iii) the Administrators of T&N, (iv) the Administrators of Bridgwater and (v) Federal-Mogul Nürnberg GmbH, as Purchaser.

Classes 39A-42A – Priority Claims

(a) Classification: Classes 39A-42A consist of all Priority Claims against these Debtors, other than, with respect to Classes 40A-42A, any Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6A.

(b) Treatment: Each holder of an Allowed Class 39A-42A Claim shall retain unaltered the legal, equitable and contractual rights to which such Claim entitles the holder.

(c) Voting: Classes 39A-42A are unimpaired and holders of Class 39A-42A Claims are thus not entitled to vote to accept or reject the Plan.

Classes 39H-42H – Unsecured Claims

(a) Classification: Classes 39H-42H consist of all Unsecured Claims against FMSS-Cardiff, Federal-Mogul Bridgwater Limited, Federal-Mogul Engineering Limited and Federal-Mogul Technology Limited, respectively, other than any Claims that are specifically included in any other Class and other than any Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6H.

(b) Treatment: Each holder of an Allowed Class 39H-42H Claim shall receive the treatment afforded to such Claim under the CVAs proposed for FMSS-Cardiff, Federal-Mogul Bridgwater Limited, Federal-Mogul Engineering Limited and Federal-Mogul Technology Limited in those Debtors' U.K. administration proceedings.

(c) Voting: Classes 39H-42H are impaired and holders of Allowed Claims in Classes 39H-42H are, subject to the terms of the Principal CVAs, entitled to vote to accept or reject the Plan.

Classes 40I-42I – Non-Priority T&N Pension Plan Employee Benefit Claims

(a) Classification: Classes 40I-42I consist of all Non-Priority T&N Pension Plan Employee Benefit Claims against Federal-Mogul Bridgwater Limited, Federal-Mogul Engineering Limited and Federal-Mogul Technology Limited, respectively.

(b) Treatment: Each holder of an Allowed Class 40I-42I Claim shall receive the treatment afforded to such Claim under the CVAs proposed for Federal-Mogul Bridgwater Limited, Federal-Mogul Engineering Limited and Federal-Mogul Technology Limited in those Debtors' U.K. administration proceedings.

(c) Voting: Classes 40I-42I are impaired and each holder of an Allowed Claim in Classes 40I-42I is, subject to the terms of the Principal CVAs, entitled to vote to accept or reject the Plan.

Class 41J – Asbestos Personal Injury Claims

(a) Classification: Class 41J consists of all Asbestos Personal Injury Claims against Federal-Mogul Engineering Limited as to which the holder has not made an election to assert such Claim against T&N as principal and to have such Claim included in Class 6J.

(b) Treatment: As of the Effective Date, liability for all Class 41J Asbestos Personal Injury Claims shall automatically and without further act, deed or court order, be assumed by the Trust in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan and the provisions relating to the Hercules Policy and any EL Asbestos Insurance. Additionally, on the Effective Date, the liability of Reorganized Federal-Mogul Engineering Limited for each Class 41J Claim shall continue but recourse to the assets of Reorganized Federal-Mogul Engineering Limited in respect of such liability shall, by operation of the Plan, the CVAs, and the Confirmation Order, be limited in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan and the provisions relating to the Hercules Policy and any EL Asbestos Insurance. Upon the Hercules Policy Expiry Date and/or the EL Asbestos Insurance Expiry Date, Reorganized Federal-Mogul Engineering Limited shall be, without further order of court, released and discharged from Class 41J Asbestos Personal Injury Claims in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan.

(c) Voting: Class 41J is impaired and each holder of a Class 41J Claim is entitled to vote to accept or reject the Plan.

Classes 39L-42L – Affiliate Claims

(a) Classification: Classes 39L-42L consist of all Affiliate Claims against these Debtors, other than any such Affiliate Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6L.

(b) Treatment: All Affiliate Claims in Classes 39L-42L shall receive the treatment afforded to such Claims under the CVAs proposed for FMSS-Cardiff, Federal-Mogul Bridgwater Limited, Federal-Mogul Engineering Limited and Federal-Mogul Technology Limited in the U.K. administration proceedings for those Debtors. If such Affiliate Claims are not compromised under the CVA proposed for the relevant Debtor, then such Affiliate Claims shall be reinstated in full unless, at the option of the Plan Proponents, they are (a) reinstated in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any such Class 39L-42L Claim is reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against the relevant Debtor. Any and all Class 39L-42L Claims, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Classes 39L-42L are unimpaired and holders of Class 39L-42L Claims are thus not entitled to vote to accept or reject the Plan.

Classes 39P-42P – Equity Interests

(a) Classification: Classes 39P-42P consist of all Equity Interests in these Debtors.

(b) Treatment: Each holder of an Allowed Equity Interest in Classes 39P-42P shall retain unaltered the legal, equitable and contractual rights to which such Allowed Equity Interest entitles the holder.

(c) Voting: Classes 39P-42P are unimpaired and holders of Class 39P-42P Equity Interests are thus not entitled to vote to accept or reject the Plan.

U.K. Debtor Holding and Non-Operating Companies

The following U.K. Debtors are holding companies or non-operating companies that have neither guaranteed the Bank Claims or Noteholder Claims, nor given indemnities in respect of the Surety Claims, nor pledged any assets to secure any of the Bank Claims, Surety Claims or Noteholder Claims, and against which no known Asbestos Personal Injury Claims were pending as of the Petition Date:

- 43. **AE Piston Products Limited**
- 44. **[Intentionally Omitted]**
- 45. **[Intentionally Omitted]**
- 46. **[Intentionally Omitted]**
- 47. **Federal Mogul Shoreham Limited**
- 48. **Greet Limited**
- 49. **Hepworth & Grandage Limited**
- 50. **T&N Investments Limited**
- 51. **T&N Piston Products Group Limited**
- 52. **T&N Properties Limited**
- 53. **T&N Shelf Eighteen Limited**
- 54. **T&N Shelf Nineteen Limited**
- 55. **[Intentionally Omitted]**
- 56. **T&N Shelf Three Limited**

The classification of the Claims against and Equity Interests in these Debtors, and the treatment and voting rights afforded to the holders of such Claims and Equity Interests under the Plan are set forth below. The class headings number the classes in accordance with the numbers set forth above beside the name of the Debtor.

Classes 43A-56A – Priority Claims

(a) Classification: Classes 43A-56A consist of all Priority Claims against these Debtors.

(b) Treatment: Each holder of a Class 43A-56A Allowed Claim shall retain unaltered the legal, equitable and contractual rights to which such Claim entitles the holder.

(c) Voting: Classes 43A-56A are unimpaired and holders of Class 43A-56A Claims are thus not entitled to vote to accept or reject the Plan.

Classes 43-46H, 48H-56H – Unsecured Claims

(a) Classification: Classes 43H-46H and 48H-56H consist of all Unsecured Claims against the relevant Debtors other than any Claims that are specifically included in any other Class and other than any Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6H.

(b) Treatment: Each holder of an Allowed Claim in Classes 43H-46H and 48H-56H shall receive, on the Distribution Date, a Cash payment equal to the Allowed Amount of such holder's Claim multiplied by the Company Specific Distribution Ratio applicable to the Debtor against which the Claim is Allowed.

(c) Voting: Classes 43H-46H and 48H-56H are impaired and holders of Allowed Claims in these Classes are entitled to vote to accept or reject the Plan.

Class 47H – Unsecured Claims

(a) Classification: Class 47H consists of all Unsecured Claims against Federal-Mogul Shoreham Limited, other than any Claims that are specifically included in any other Class and other than any Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6H.

(b) Treatment: Each holder of an Allowed Claim in Class 47H shall receive the treatment afforded to such Claim under the CVA proposed for Federal-Mogul Shoreham Limited in its U.K. administration proceedings.

(c) Voting: Class 47H is impaired and holders of Allowed Class 47H Claims are, subject to the terms of the Principal CVAs, entitled to vote to accept or reject the Plan.

Classes 43L-46L and 48L-56L – Affiliate Claims

(a) Classification: Classes 43L-46L and 48L-56L consist of all Affiliate Claims against the relevant Debtors, other than any such Affiliate Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6L.

(b) Treatment: At the option of the Plan Proponents, all Affiliate Claims in these Classes shall either (a) be reinstated, in full or in part, or (b) be discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any such Claim in these Classes is reinstated, in full or in part, such reinstated Claim may, at the

option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against the relevant Debtor. Any and all Claims in these Classes, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Classes 43L-46L and 48L-56L are unimpaired and holders of Claims in those Classes are thus not entitled to vote to accept or reject the Plan.

Classes 47L – Affiliate Claims

(a) Classification: Class 47L consists of all Affiliate Claims against Federal-Mogul Shoreham Limited, other than any such Affiliate Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6L.

(b) Treatment: All Affiliate Claims in Class 47L shall receive the treatment afforded to such Claims under the CVA proposed for Federal-Mogul Shoreham Limited in the U.K. administration proceedings of Federal-Mogul Shoreham Limited. If such Affiliate Claims are not compromised under the CVA proposed for Federal-Mogul Shoreham Limited, then such Affiliate Claims shall be reinstated in full unless, at the option of the Plan Proponents, they are (a) reinstated, in full or in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any such Class 47L Claim is reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against Federal-Mogul Shoreham Limited. Any and all Class 47L Claims, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Class 47L is unimpaired and holders of Allowed Class 47L Claims are thus not entitled to vote to accept or reject the Plan.

Classes 43P-56P – Equity Interests

(a) Classification: Classes 43P-56P consist of all Equity Interests in these Debtors.

(b) Treatment: Each holder of an Allowed Equity Interest in Classes 43P-56P shall retain unaltered the legal, equitable and contractual rights to which such Allowed Equity Interest entitles the holder.

(c) Voting: Classes 43P-56P are unimpaired and holders of Class 43P-56P Equity Interests are thus entitled to vote to accept or reject the Plan.

U.K. Debtor Non-Operating Companies with Asbestos Personal Injury Claims

The following U.K. Debtors are holding companies or non-operating companies that have neither guaranteed the Bank Claims or the Noteholder Claims, nor given indemnities in respect of the Surety Claims, nor pledged any assets to secure any of the Bank Claims, Surety Claims or Noteholder Claims, but against which known Asbestos Personal Injury Claims had been asserted prior to the Petition Date or may be asserted subsequent to the Petition Date:

- 57. Aeroplane & Motor Aluminium Castings Limited**
- 58. Ashburton Road Services Limited**
- 59. Brake Linings Limited**
- 60. Edmunds, Walker & Co. Limited**
- 61. Duron Limited**
- 62. Federal-Mogul Global Growth Limited**
- 63. Federal-Mogul Sealing Systems Limited**
- 64. Ferodo Caernarfon Limited**
- 65. Ferodo Limited**
- 66. Fleetside Investments Limited**
- 67. Friction Materials Limited**
- 68. Halls Gaskets Limited**
- 69. J.W. Roberts Limited**
- 70. Lanoth Limited**
- 71. Newalls Insulation Company Limited**
- 72. T&N Holdings Limited**
- 73. T&N International Limited**
- 74. T&N Materials Research Limited**
- 75. T&N Shelf One Limited**
- 76. T&N Shelf Seven Limited**
- 77. T&N Shelf Twenty Limited**
- 78. T&N Shelf Twenty-One Limited**
- 79. T&N Shelf Twenty-Six Limited**
- 80. TAF International Limited**
- 81. TBA Belting Limited**
- 82. Telford Technology Supplies Limited**
- 83. The Washington Chemical Company Limited**
- 84. Turner & Newall Limited**
- 85. Turner Brothers Asbestos Company Limited**
- 86. Wellworthy Limited**

The classification of Claims against and Equity Interests in these Debtors, and the treatment and voting rights afforded to the holders of such Claims and Equity Interests under the Plan are set forth below. The class headings number the classes in accordance with the numbers set forth above beside the name of the Debtor.

Classes 57A-86A – Priority Claims

(a) Classification: Classes 57A-86A consist of all Priority Claims against these Debtors.

(b) Treatment: Each holder of an Allowed Claim in Classes 57A-86A shall retain unaltered the legal, equitable and contractual rights to which such Claim entitles the holder.

(c) Voting: Classes 57A-86A are unimpaired and holders of Class 57A-86A Claims are thus not entitled to vote to accept or reject the Plan.

Classes 57H-71H and 76H-86H -- Unsecured Claims

(a) Classification: Classes 57H-71H and 76H-86H consist of all Unsecured Claims against these Debtors other than any Claims that are specifically included in any other Class and other than any Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6H.

(b) Treatment: Subject to Section 8.24 of the Plan in the case of Unsecured Claims in Class 62H (Unsecured Claims against Federal-Mogul Global Growth Limited), each holder of an Allowed Claim in these Classes shall receive the treatment afforded to such Claim under the CVAs proposed for the relevant Debtors in the U.K. administration proceedings of those Debtors.

(c) Voting: Classes 57H-71H and 76H-86H are impaired and holders of Allowed Claims in these Classes are, subject to the terms of the Principal CVAs, entitled to vote to accept or reject the Plan.

Classes 69H.PD and 80H.PD – Asbestos Property Damage Claims

(a) Classification: Classes 69H.PD and 80H.PD consist of all Asbestos Property Damage Claims against J.W. Roberts Limited and TAF International Limited, respectively.

(b) Treatment:

(i) If a holder of a Class 69H.PD Claim or Class 80H.PD Claim submits (or is deemed to submit) a Notice of Claim on account of such Claim in the CVA for J.W. Roberts Limited or TAF International Limited, respectively, then the holder of such Claim shall receive the treatment afforded to such Claim under, as applicable, the CVA proposed for J.W. Roberts Limited or TAF International Limited in the U.K. administration proceedings of such companies in full satisfaction of such Claim.

(ii) If a holder of a Class 69H.PD Claim or Class 80H.PD Claim does not submit (or is not deemed to submit) a Notice of Claim on account of such Claim in the CVA for J.W. Roberts Limited or TAF International Limited, respectively, then such holder of an Allowed Class 69H.PD Claim or Class 80H.PD Claim shall receive, in full and complete satisfaction of such Claim, a Cash payment equal to the Allowed Amount of such Claim multiplied by the Company Specific Distribution Ratio for J.W. Roberts Limited or TAF International Limited, respectively, unless such Claim is subject to the Settlement Agreement to be implemented pursuant to Section 8.26 of the Plan.

(c) Voting: Classes 69H.PD and 80H.PD are impaired and each holder of an Allowed Class 69H.PD Claim or Class 80H.PD Claim is entitled to vote to accept or reject the Plan.

Classes 72H-75H – Unsecured Claims

(a) Classification: Classes 72H-75H consist of all Unsecured Claims against T&N Holdings Limited, T&N International Limited, T&N Materials Research Limited and T&N Shelf One Limited, respectively, other than any Claims that are specifically included in any other Class and other than any Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6H.

(b) Treatment: Each holder of an Allowed Claim in these Classes shall receive, on the Distribution Date, a Cash payment equal to the Allowed Amount of such holder's Claim multiplied by the Company Specific Distribution Ratio applicable to the Debtor against which the Claim is Allowed.

(c) Voting: These Classes are impaired and holders of Allowed Claims in these Classes are entitled to vote to accept or reject the Plan.

Classes 59I, 64I, 78I and 81I – Non-Priority T&N Pension Plan Employee Benefit Claims

(a) Classification: Classes 59I, 64I, 78I and 81I consist of all Non-Priority T&N Pension Plan Employee Benefit Claims against Debtors Brake Linings Limited, Ferodo Caernarfon Limited, T&N Shelf Twenty-One Limited and TBA Belting Limited, respectively.

(b) Treatment: Each holder of an Allowed Class 59I, 64I, 78I or 81I Claim shall receive the treatment afforded to such Claim under the CVAs proposed for Debtors Brake Linings Limited, Ferodo Caernarfon Limited, T&N Shelf Twenty-One Limited and TBA Belting Limited in those Debtors' U.K. administration proceedings.

(c) Voting: Classes 59I, 64I, 78I and 81I are impaired and each holder of an Allowed Claim in these Classes is, subject to the terms of the Principal CVAs, entitled to vote to accept or reject the Plan.

Classes 57J-86J – Asbestos Personal Injury Claims

(a) Classification: Classes 57J-86J consist of all Asbestos Personal Injury Claims against these Debtors.

(b) Treatment: As of the Effective Date, liability for all Class 57J-86J Asbestos Personal Injury Claims shall automatically and without further act, deed or court order, be assumed by the Trust in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan and the provisions relating to the Hercules Policy and any EL Asbestos Insurance. Additionally, on the Effective Date, the liability of the Reorganized Debtors in these Classes for each Class 57J-86J Claim shall continue but recourse to the assets of these Reorganized Debtors in respect of such liabilities shall, by

operation of the Plan, the CVAs, and the Confirmation Order, be limited in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan and the provisions relating to the Hercules Policy and any EL Asbestos Insurance. Upon the Hercules Policy Expiry Date and/or the EL Asbestos Insurance Expiry Date, these Reorganized Debtors shall be, without further order of court, released and discharged from all Class 57J-86J Asbestos Personal Injury Claims in accordance with and to the extent set forth in Article IV of the Plan, including specifically, without limitation, Section 4.5 of the Plan.

(c) Voting: Classes 57J-86J are impaired and each holder of a Class 57J-86J Claim is entitled to vote to accept or reject the Plan.

Classes 57L-71L and 76L-86L – Affiliate Claims

(a) Classification: Classes 57L-71L and 76L-86L consist of all Affiliate Claims against these Debtors, other than any such Affiliate Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6L.

(b) Treatment: All Affiliate Claims in Classes 57L-71L and 76L-86L shall receive the treatment afforded to such Claims under the CVAs proposed for the relevant Debtors in their U.K. administration proceedings. If such Affiliate Claims are not compromised under the CVA proposed for such Debtor, then such Affiliate Claims shall be reinstated in full unless, at the option of the Plan Proponents, they are (a) reinstated in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject to any other arrangement at the option of the Plan Proponents. If any such Class 57L-71L Claim or 76L-86L Claim is reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against the relevant Debtor. Any and all Claims in Classes 57L-71L or 76L-86L, or portions of such Claims, being reinstated and the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Classes 57L-71L and 76L-86L are unimpaired and holders of Claims in those Classes are thus not entitled to vote to accept or reject the Plan.

Classes 72L-75L – Affiliate Claims

(a) Classification: Classes 72L-75L consist of all Affiliate Claims against these Debtors, other than any such Affiliate Claim in respect of which the holder has made an election to assert such Claim against T&N, as principal, under Class 6L.

(b) Treatment: At the option of the Plan Proponents, all Affiliate Claims in these Classes shall either be (a) reinstated, in full or in part, or (b) discharged and extinguished, in full or in part, in which case such discharged and extinguished portion shall be eliminated and the holders thereof shall not be entitled to, and shall not receive or retain, any property or interest on account of such portion under the Plan; provided, however, that prior to such discharge and extinguishment such Affiliate Claims may be contributed to capital, transferred, setoff or subject

to any other arrangement at the option of the Plan Proponents. If any such Claim in these Classes is reinstated, in full or in part, such reinstated Claim may, at the option of the Plan Proponents, be subordinated in legal right and priority of payment to all non-Affiliate Claims against the relevant Debtor. Any and all Claims in these Classes, or portions thereof, being reinstated and, to the extent, if any, that such Claims are being subordinated to non-Affiliate Claims, are set forth in Exhibit 3.1.12.

(c) Voting: Classes 72L-75L are unimpaired and holders of Claims in those Classes are thus not entitled to vote to accept or reject the Plan.

Classes 57P-86P – Equity Interests

(a) Classification: Classes 57P-86P consist of all Equity Interests in these Debtors.

(b) Treatment: Each holder of an Allowed Equity Interest in Classes 57P-86P shall retain unaltered the legal, equitable and contractual rights to which such Allowed Equity Interest entitles the holder.

(c) Voting: Classes 57P-86P are unimpaired and holders of Class 57P-86P Equity Interests are thus not entitled to vote to accept or reject the Plan.

Class 62Q – Cooper Claims Against Federal-Mogul Global Growth Limited

(a) Classification: Class 62Q consists of Cooper Claims against Federal-Mogul Global Growth Limited.

(b) Treatment: On the Effective Date, subject to the condition precedent that the Plan A Date and the Date of Finality occur, the Class 62Q Cooper Claims shall receive the treatment for such Claims specified in the Plan A Settlement set forth in the Addendum, as implemented by Section 8.23 of the Plan; provided, however, that if the conditions set forth in Articles II and III of the Plan B Settlement Agreement become effective pursuant to Section 5.01 thereof, then (a) the Addendum shall cease to have any force and effect and shall not constitute part of the Plan and (b) the Class 62Q Cooper Claims shall receive the treatment for such Claims specified in the Plan B Settlement Agreement.

(c) Voting: Class 62Q is impaired. Subject to the terms of the Plan Support Agreement, each holder of a Class 62Q Cooper Claim is entitled to vote to accept or reject the Plan.