

Exhibit 4.5.11

By this Specific Power of Attorney dated _____, T&N Limited, a company registered in England and Wales with registered number 00163992 of Manchester International Office Centre, Styal Road, Manchester M22 5TN (the "Grantor") irrevocably and by way of security appoints the Federal-Mogul Asbestos Personal Injury Trust (the "Attorney") as the Attorney of the Grantor for the purposes and on the terms set out below.

Save where otherwise stated, capitalised words and expressions used in this Specific Power of Attorney shall have the same meanings as those given to them in the Fourth Amended Joint Plan of Reorganisation for T&N Limited and certain of its subsidiaries, affiliates and associated companies, including Federal-Mogul Corporation, a Michigan corporation (the "Plan").

- 1 The Attorney is appointed to:
 - (a) take all necessary and/or appropriate steps to pursue or recover Hercules Recoveries in respect of Debtor HPE Asbestos Claims including without limitation:
 - (i) the giving of any instructions to the Hercules Payment Agents (being instructions which are not inconsistent with the terms of the Plan); and
 - (ii) seeking payment (by whatever means) of Hercules Recoveries from Curzon, the Reinsurers and/or any third party.
 - (b) to receive payment of Hercules Recoveries which are permitted by the Plan;
 - (c) appoint or remove one or more substitute attorneys at such times and on such terms as the Attorney (including a substitute or substitutes) shall consider necessary or desirable (and so that each substitute has full power as the Grantor's attorney in accordance with the terms of his appointment); and
 - (d) do anything else which the Attorney considers to be necessary or desirable to achieve the purposes set out above including, without limitation, the signing, registration or recording of any document, including this Specific Power of Attorney, with any relevant person or authority.
- 2 Notwithstanding anything else contained herein, this Specific Power of Attorney shall not authorise the Attorney or any substitute to receive any Hercules Recoveries except to the extent permitted by the Plan.
- 3 The Attorney shall have absolute discretion when considering and deciding what is necessary or desirable for the purpose of this Specific Power of Attorney.
- 4 Where the Attorney is authorised to do anything, or sign, execute and deliver any document which it considers necessary or desirable, the fact that the Attorney has done that thing or executed, signed or delivered that document, shall as between the Grantor and any person relying on this Specific Power of Attorney be conclusive evidence that the Attorney did consider such thing or document to be necessary or desirable.
- 5 The Grantor agrees to ratify and confirm everything which the Attorney and any substitute shall do or cause to be done by virtue of the powers granted by this Specific Power of Attorney.
- 6 This Specific Power of Attorney:
 - (a) shall subsist from the date set out above until the third anniversary of the Hercules Policy Expiry Date and shall then lapse, or until terminated by the Attorney in writing, whichever is the earlier;
 - (b) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS WHEREOF this Specific Power of Attorney and Indemnity has been duly executed as a Deed and delivered on the date set out above.

[The common seal of T&N Limited was affixed in the presence of:

.....

DIRECTOR

.....

DIRECTOR/ SECRETARY]

[Executed as a deed by T&N Limited acting by [a director and the secretary] [two directors]

.....

DIRECTOR

.....

DIRECTOR/ SECRETARY]

[Executed as a deed by the Federal-Mogul Asbestos Personal Injury Trust Acting by

.....

NAME

.....

SIGNATURE