

Exhibit 8.24

PLAN SUPPORT AGREEMENT

This Plan Support Agreement (this "**Agreement**"), dated as of November 20, 2006, is made among Cooper Industries, Ltd., a Bermuda company ("**Cooper Ltd**"), Cooper Industries, LLC, a Delaware limited liability company ("**Cooper LLC**", and together with Cooper Ltd, "**Cooper**"), PCT International Holdings Inc., a Delaware corporation ("**PCT**"), Pneumo Abex LLC, a Delaware limited liability company ("**Pneumo Abex**" and together with PCT and Cooper, the "**Pneumo Parties**"), Federal-Mogul Corporation, a Michigan corporation ("**FMC**"), on behalf of itself, Federal-Mogul Products, Inc. and the other Debtors in the Reorganization Cases, the Future Claimants Representative appointed in the Reorganization Cases (the "**FCR**"), and the Official Committee of Asbestos Claimants appointed in the Reorganization Cases (the "**ACC**").

RECITALS

WHEREAS, the Debtors filed for protection under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") on October 1, 2001;

WHEREAS, the parties to this Agreement, pursuant to good faith negotiations, have agreed to settle certain claims among them on the terms and subject to the conditions set forth in (i) that certain Fourth Amended Joint Plan of Reorganization, including the Addendum of Additional Provisions Incorporated Into Joint Plan of Reorganization, in the form attached hereto as Exhibit A (as the same may be amended, supplemented or modified from time to time after the date hereof in accordance with this Agreement, the "**Plan**"; capitalized terms used herein without definition shall have the meanings given to such terms in the Plan) and (ii) that certain Amended and Restated Plan B Settlement Agreement of even date herewith among the Pneumo Parties, FMC, Federal-Mogul Products, Inc., the ACC and the FCR (the "**Plan B Settlement Agreement**"), which are being filed with the Bankruptcy Court by the Plan Proponents concurrently with this Agreement;

WHEREAS, the Pneumo Parties are prepared to commit, on the terms and subject to the conditions of this Agreement, the Plan, the Supplemental Disclosure Statement Relating to Fourth Amended Joint Plan of Reorganization dated as of November 20, 2006 (the "**Supplemental Disclosure Statement**") and applicable law, to vote in favor of the Plan when properly solicited to do so pursuant to and in accordance with Sections 1125 and 1126 of the Bankruptcy Code and to perform their obligations hereunder; and

WHEREAS, each of the Debtors, the ACC and the FCR desires to commit to support the Plan and to obtain the commitment of the Pneumo Parties to vote in favor of and not object to the Plan, on the terms and subject to the conditions of this Agreement, the Plan, the Supplemental Disclosure Statement and applicable law.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to approval by the Bankruptcy Court of this Agreement and the Supplemental Disclosure Statement, each of the Pneumo Parties, the

Debtors, the ACC and the FCR (each a “party” or “Party” and collectively, the “parties” or “Parties”), intending to be legally bound, agrees as follows:

Section 1. Vote on Plan.

(a) Cooper LLC agrees that, subject to the conditions that, and only for so long as, (i) the Bankruptcy Court shall have previously approved the Supplemental Disclosure Statement pursuant to Section 1125 of the Bankruptcy Code, (ii) the Plan and the Plan Documents shall not have been amended, supplemented or modified except in accordance with the provisions of Section 6 of this Agreement (regardless of whether the Approval Order (defined below) is issued or becomes a Final Order), and (iii) each of the Debtors, the ACC and the FCR shall have complied in all material respects with the other terms of this Agreement (regardless of whether the Approval Order is issued or becomes a Final Order), it (x) shall, and shall cause its Affiliates entitled to vote to, when solicited pursuant to and in accordance with Sections 1125 and 1126 of the Bankruptcy Code, vote to accept the Plan, and (y) shall not, and shall cause its Affiliates not to: (A) object to the Supplemental Disclosure Statement, the Plan or consummation of the Plan, or otherwise commence any proceeding to oppose the Plan or any of the Plan Documents; (B) vote for, consent to, support or participate in the formulation of any restructuring or settlement of Claims against the Debtors, or a plan of reorganization or liquidation under applicable bankruptcy or insolvency laws, whether domestic or foreign, in respect of the Debtors, other than the Plan; (C) directly or indirectly seek, solicit, support or encourage any restructuring, plan, proposal or offer of dissolution, winding up, liquidation, reorganization, merger or restructuring of the Debtors, other than the Plan; or (D) take any other action, including but not limited to initiating any legal proceedings, that is materially inconsistent with, or that would materially delay or impede approval, confirmation or consummation of, the Supplemental Disclosure Statement or the Plan; *provided, however*, that nothing contained herein shall limit the ability of Cooper LLC or its Affiliates to consult with any of the Plan Proponents concerning any matter arising in connection with the Plan so long as such consultation is not inconsistent with Cooper LLC’s obligations hereunder and the terms of the Plan; and *provided further* that nothing contained herein shall limit the ability of Cooper LLC or its Affiliates to participate in any legal proceedings consistent with confirmation of the Plan.

(b) Pneumo Abex agrees that, subject to the conditions that, and only for so long as, (i) the Bankruptcy Court shall have previously approved the Supplemental Disclosure Statement pursuant to Section 1125 of the Bankruptcy Code, (ii) the Plan and the Plan Documents shall not have been amended, supplemented or modified except in accordance with the provisions of Section 6 of this Agreement (regardless of whether the Approval Order is issued or becomes a Final Order), and (iii) each of the Debtors, the ACC and the FCR shall have complied in all material respects with the other terms of this Agreement (regardless of whether the Approval Order is issued or becomes a Final Order), it (x) shall, and shall cause its Affiliates entitled to vote to, when solicited pursuant to and in accordance with Sections 1125 and 1126 of the Bankruptcy Code, vote to accept the Plan, and (y) shall not, and shall cause its Affiliates not to: (A) object to the Supplemental Disclosure Statement, the Plan or consummation of the Plan, or otherwise commence any proceeding to oppose the Plan or any of the Plan Documents; (B) vote for, consent to, support or participate in the formulation of any restructuring or settlement of Claims against the Debtors, or a plan of reorganization or liquidation under applicable bankruptcy or insolvency laws, whether domestic or foreign, in respect of the Debtors, other than

the Plan; (C) directly or indirectly seek, solicit, support or encourage any restructuring, plan, proposal or offer of dissolution, winding up, liquidation, reorganization, merger or restructuring of the Debtors, other than the Plan; or (D) take any other action, including but not limited to initiating any legal proceedings, that is materially inconsistent with, or that would materially delay or impede approval, confirmation or consummation of, the Supplemental Disclosure Statement or the Plan; *provided, however*, that nothing contained herein shall limit the ability of Pneumo Abex or its Affiliates to consult with any of the Plan Proponents concerning any matter arising in connection with the Plan so long as such consultation is not inconsistent with Pneumo Abex's obligations hereunder and the terms of the Plan; and *provided further* that nothing contained herein shall limit the ability of Pneumo Abex or its Affiliates to participate in any legal proceedings consistent with confirmation of the Plan.

Section 2. Waiver in Respect of Other Cooper Claims. Subject to the condition that, and only for so long as, each of the Debtors, the ACC and the FCR is performing under this Agreement (regardless of whether the Approval Order is issued or becomes a Final Order), Cooper waives its right to vote on the Plan with respect to the Other Cooper Claims as well as its right to receive any distribution under the Plan in respect of the Other Cooper Claims; *provided however* that such waiver shall be terminated and of no further force or effect if the transactions contemplated by the Plan are not consummated in accordance with the Plan or if this Agreement is terminated for any reason, and, in any such event, each of the Debtors and Cooper fully reserves any and all of their rights with respect to the Other Cooper Claims.

Section 3. Support of the Plan.

(a) Each of the Debtors agrees that, from and after the date hereof, it shall (i) not consent to, support or participate in the formulation of any restructuring of any Claims of any of the Pneumo Parties or their Affiliates against any of the Debtors, or a plan of reorganization or liquidation under applicable bankruptcy or insolvency laws, whether domestic or foreign, in respect of the Debtors that provides for or otherwise deals with any Claims of any of the Pneumo Parties or their Affiliates against any of the Debtors, other than the Plan; (ii) not directly or indirectly seek, solicit, support or encourage any restructuring, plan, proposal or offer of dissolution, winding up, liquidation, reorganization, merger or restructuring of the Debtors, other than the Plan; (iii) not take any other action, including but not limited to initiating any legal proceedings, that is materially inconsistent with, or that would materially delay or impede approval of, the Supplemental Disclosure Statement with respect to the Plan A Settlement or the Plan B Settlement; (iv) use its best efforts to achieve confirmation of the Plan with respect to the Plan A Settlement and the Plan B Settlement; and (v) use its reasonable best efforts to achieve consummation of the Plan A Settlement in accordance with its terms unless and until such time as Articles II and III of the Plan B Settlement Agreement become effective pursuant to Section 5.01 of the Plan B Settlement Agreement, in which case it shall use its best efforts to achieve consummation of the Plan B Settlement; *provided however* that nothing contained herein shall limit the ability of the Debtors to participate in any legal proceedings consistent with confirmation of the Plan.

(b) Each of the ACC and the FCR agrees that, from and after the date hereof, it shall (i) not consent to, support or participate in the formulation of any restructuring of any Claims of any of the Pneumo Parties or their Affiliates against any of the Debtors, or a plan of

reorganization or liquidation under applicable bankruptcy or insolvency laws, whether domestic or foreign, in respect of the Debtors that provides for or otherwise deals with any Claims of any of the Pneumo Parties or their Affiliates against any of the Debtors, other than the Plan; (ii) not directly or indirectly seek, solicit, support or encourage any restructuring, plan, proposal or offer of dissolution, winding up, liquidation, reorganization, merger or restructuring of the Debtors, other than the Plan; (iii) not take any other action, including but not limited to initiating any legal proceedings, that is materially inconsistent with, or that would materially delay or impede approval of, the Supplemental Disclosure Statement with respect to the Plan A Settlement or the Plan B Settlement; (iv) use its best efforts to achieve confirmation of the Plan with respect to the Plan A Settlement and the Plan B Settlement; and (v) use its reasonable best efforts to achieve consummation of the Plan A Settlement in accordance with its terms unless and until such time as Articles II and III of the Plan B Settlement Agreement become effective pursuant to Section 5.01 of the Plan B Settlement Agreement, in which case it shall use its best efforts to achieve consummation of the Plan B Settlement; *provided however* that if Articles II and III of the Plan B Settlement Agreement have become effective in accordance with Section 5.01 of the Plan B Settlement Agreement prior to the Date of Finality and the Debtors propose a Plan that is materially different from the Plan dated November 20, 2006 and filed with the Bankruptcy Court for any of the reasons specified in Sections 4.11(a)(i)(A) through (E) of the Plan B Settlement Agreement, then the ACC and the FCR may raise any objection based on any provision contained in the Plan other than an objection that relates to the Plan B Settlement; and *provided further* that nothing contained herein shall limit the ability of the ACC or the FCR to participate in any legal proceedings consistent with confirmation of the Plan.

Section 4. Motion to Approve Agreement. Not later than two Business Days after the execution of this Agreement by all parties hereto, the Debtors, the ACC and the FCR shall file a motion in the Bankruptcy Court in form and substance reasonably satisfactory to each of the parties hereto (the “**9019 Motion**”) seeking entry of an order in form and substance reasonably satisfactory to each of the parties hereto approving this Agreement (the “**Approval Order**”). Each of the Debtors, the ACC and the FCR shall use its best efforts to cause the 9019 Motion to be approved and the Approval Order to be issued. If any person or entity appeals the Approval Order, each of the Debtors, the ACC and the FCR shall oppose any such appeal and shall take all reasonable steps to ensure that the Approval Order becomes a Final Order.

Section 5. Reservation of Rights. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each Pneumo Party or any of its respective Affiliates to protect and preserve its rights, remedies and interests, including without limitation, its Claims against the Debtors, or to fully participate in the bankruptcy process and in the proceedings of the Reorganization Cases. Nothing herein shall be deemed an admission of any kind. If the transactions contemplated by the Plan are not consummated in accordance with the Plan, if this Agreement is terminated for any reason, or if the conditions to performance expressly set forth herein are not satisfied, the parties hereto fully reserve any and all of their rights, including without limitation with respect to the Debtors, the right to seek to reclassify, re-characterize or alter the treatment of any Claim of any of the Pneumo Parties or their Affiliates against any Debtor, and with respect to the Pneumo Parties and their Affiliates, the right to challenge any such reclassification, re-characterization or other treatment of any of their Claims. Pursuant to Federal Rule of Evidence 408, any applicable

state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

Section 6. Amendment to the Plan and Plan Documents. The Plan and the Plan Documents may be amended, supplemented or modified from time to time after the date hereof *provided* that:

(a) any such amendment, supplement or modification that alters the Plan B Settlement (as set forth in the Plan dated November 20, 2006 and the Plan Documents attached thereto filed with the Bankruptcy Court): (i) shall have first been approved by Cooper; and (ii) to the extent that such amendment, supplement or modification directly relates to Pneumo Abex or PCT's rights or obligations under the Plan B Settlement Agreement and is directly related to Pneumo Abex or PCT, shall have first been approved by Pneumo Abex and PCT (such approval of Pneumo Abex and PCT not to be unreasonably withheld); and

(b) unless Articles II and III of the Plan B Settlement Agreement have become effective in accordance with Section 5.01 of the Plan B Settlement Agreement prior to the Date of Finality, any such amendment, supplement or modification that relates to or impacts the Plan A Settlement (as set forth in the Plan dated November 20, 2006 and the Plan Documents attached thereto filed with the Bankruptcy Court): (i) shall have first been approved by Cooper; and (ii) and that relates to the Addendum, the Pneumo Insurance Agreement, the Membership Interest Assignment or the LLC Agreement, in each case to the extent directly related to PCT or Pneumo Abex, shall have first been approved by PCT and Pneumo Abex (such approval of PCT and Pneumo Abex not to be unreasonably withheld).

Section 7. Termination. This Agreement shall terminate upon the earliest to occur of:

(i) the date upon which the Confirmation Order relating to the Plan and all other orders approving provisions of the Plan (including without limitation any order of the District Court affirming the Confirmation Order) shall have become Final Orders;

(ii) the date on which an order of the Bankruptcy Court denying approval of the Plan B Settlement has been affirmed by the District Court, *unless* (a) the matter has been remanded to the Bankruptcy Court and one or more technical amendments to the Plan that do not affect the economics of the Plan B Settlement and that would not require a re-solicitation of votes in respect of the Plan would address the matters upon which such denial or affirmation of denial was based such that the Plan B Settlement should thereafter be approved, (b) the parties would not be permitted under Section 5.01 of the Plan B Settlement Agreement (other than under Section 5.01(c) of the Plan B Settlement Agreement) to cause Articles II and III of the Plan B Settlement Agreement to become effective or (c) each of the Parties hereto shall unanimously agree that this Agreement shall not terminate;

(iii) the date on which Cooper LLC and Pneumo Abex shall have actually received the Plan B Settlement Amount pursuant to the Plan and the Plan B Settlement Agreement; and

(iv) the date on which each of the Parties hereto shall unanimously agree;

provided, however, that no such termination shall relieve any party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination.

Section 8. Complete Agreement; Modification of Agreement. This Agreement constitutes the complete agreement among the Parties with respect to the subject matter hereof. This Agreement may not be modified, altered, amended or, except as otherwise provided in Section 9, waived except by an agreement in writing signed by each of the Parties hereto.

Section 9. Specific Performance; No Confirmation. It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy in respect of any such breach, and each Party agrees to waive any requirement for the securing or posting of a bond in connection with such a remedy. In addition, none of the Debtors, the ACC or the FCR shall take any action to cause the Plan or any of the Plan Documents to be amended, supplemented or modified other than in accordance with Section 6 hereof and, if any of them do take any such action in breach hereof, then none of the Debtors, the ACC or the FCR shall take any action to cause the Plan to be confirmed or the Confirmation Date to occur unless and until such time as such breach has been cured in full or waived in writing by (a) Cooper and (b) if Pneumo Abex and PCT would have had an approval right pursuant to Section 6 hereof with respect to the related amendment, supplement or modification, by Pneumo Abex and PCT (such waiver by Pneumo Abex and PCT not to be unreasonably withheld).

Section 10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 11. Successors, Assigns, and Beneficiaries. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other person or entity. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the Parties, any benefit or any legal or equitable right, remedy or claim under this Agreement.

Section 12. Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to be delivered and received (i) when actually received by the party to whom notice is sent if personally delivered, (ii) when sent by facsimile before 5:00 p.m. New York City time on a Business Day with a copy of such facsimile sent to the recipient by reputable overnight courier service (charges prepaid) on the same day, (iii) five (5) days after deposit in the U.S. mail, mailed by registered or certified mail, return receipt requested, postage prepaid, or (iv) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), in each case addressed to the appropriate party or parties, at the

address of such party or parties set forth below (or at such other address as such party may designate by written notice to all other parties in accordance with this Section 12):

a) If to the Debtors:

Federal-Mogul Corporation
26555 Northwestern Highway
Southfield, MI 48034
Telephone: (248) 354-7055
Facsimile: (248) 354-8103
Attention: General Counsel

with a copy (which will not constitute notice for purposes of this Agreement) to:

Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036
Attention: James F. Conlan

b) If to Cooper:

Cooper Industries Ltd.
600 Travis
Suite 5800
Houston, TX 77210-4446
Telephone: (713) 209-8407
Facsimile: (713) 209-8989
Attention: General Counsel

with a copy (which shall not constitute notice for purposes of this Agreement) to:

Orrick, Herrington & Sutcliffe LLP
3050 K Street, NW
Washington, D.C. 20007
Telephone: (202) 339-8400
Facsimile: (202) 339-8500
Attention: Roger Frankel

c) If to the FCR:

Eric D. Green
Resolutions, LLC
222 Berkeley Street
Suite 1060
Boston, MA 02116

Telephone: (617) 353-2807
Facsimile: (617) 353-3077

with a copy (which shall not constitute notice for purposes of this Agreement) to:

Young Conaway Stargatt & Taylor, LLP
The Brandywine Building
1000 West Street
17th Floor
Wilmington, DE 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Attention: James L. Patton, Jr.

d) If to the ACC:

Joseph F. Rice, Chairman of the ACC
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
Telephone: (843) 216-9000
Facsimile: (843) 216-9450

with a copy (which shall not constitute notice for purposes of this Agreement) to:

Caplin & Drysdale, Chartered
375 Park Avenue
New York, New York 10152
Telephone: (212) 319-7125
Facsimile: (212) 644-6755
Attention: Elihu Inselbuch

e) If to PCT or Pneumo Abex:

PCT International Holdings Inc.
35 East 62nd Street
New York, NY 10021
Telephone: (212) 572-8600
Facsimile: (212) 572-5056
Attention: General Counsel

with a copy (which shall not constitute notice for purposes of this Agreement) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Telephone: (212) 373-3133

Facsimile: (212) 492-0133
Attention: Stephen J. Shimshak

The Debtors shall cause copies of all objections to confirmation of the Plan and all objections to the Plan B Settlement provided to the Debtors to be delivered to each of the foregoing parties promptly.

Section 13. Representation by Counsel. Each party hereto acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party hereto with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties hereto. None of the parties hereto shall have any term or provision construed against such party solely by reason of such party having drafted the same.

Section 14. Jurisdiction. Any disputes that may arise under this Agreement shall be determined by the Bankruptcy Court.

Section 15. Miscellaneous. (a) The captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement; (b) this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware and, to the extent relevant, federal bankruptcy law, regardless of the laws that might otherwise govern under applicable common law principles or conflicts of law rules; (c) this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (d) this Agreement may be executed and delivered by facsimile, PDF or original signature and an executed facsimile or PDF copy shall be treated as an original, and (e) with respect to defined terms incorporated by reference into this Agreement, the singular shall include the plural and the plural shall include the singular, as the context may require.

Section 16. Effectiveness. This Agreement shall not be binding on any party until an order issued by the Bankruptcy Court approving this Agreement has been entered.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the undersigned parties have executed this Plan Support Agreement as of the date first above written.

FEDERAL-MOGUL CORPORATION (for itself and on behalf of Federal-Mogul Products, Inc. and the other Debtors)

By: _____
Name: _____
Title: _____

OFFICIAL COMMITTEE OF ASBESTOS CLAIMANTS

By: _____
Name: _____
Its Authorized Signatory

ERIC D. GREEN, as THE FUTURE CLAIMANTS REPRESENTATIVE

PNEUMO ABEX LLC

By: _____
Name: _____
Title: _____

PCT INTERNATIONAL HOLDINGS INC.

By: _____
Name: _____
Title: _____

[Signature Page to Plan Support Agreement Continued]

COOPER INDUSTRIES, LLC

By: _____
Name: _____
Title: _____

COOPER INDUSTRIES, LTD.

By: _____
Name: _____
Title: _____

EXHIBIT A
FOURTH AMENDED JOINT PLAN OF REORGANIZATION AND EXHIBITS
THERE TO

Supplemental Agreement

This Supplemental Agreement is made this _____ day of _____ by and between Cooper Industries, LLC, successor in interest to Cooper Industries, Inc. ("Cooper") and Federal-Mogul Products, Inc. ("Federal-Mogul Products") (each a "Party" and collectively, the "Parties").

WHEREAS, Cooper and Federal-Mogul Products are parties to a Partitioning Agreement dated November 4, 2004 among DII Industries, LLC, Federal-Mogul Products, Inc., Cooper Industries, Inc. and certain insurance companies (the "Partitioning Agreement").

WHEREAS, DII Industries, Inc., Cooper and Federal-Mogul Products waived and released certain rights to insurance coverage which was shared among DII Industries, Inc., Cooper and Federal-Mogul Products, with the result that Cooper and Federal-Mogul Products continue to share rights to insurance policies defined in the Partitioning Agreement as "Subject Policies."

WHEREAS, in settlement of various disputes between them, Cooper and Federal-Mogul Products now desire to reallocate between themselves the rights of each Party as defined in the Partitioning Agreement.

NOW THEREFORE, in full consideration of the foregoing and of the mutual agreements herein contained and intending to be legally bound hereby Cooper and Federal-Mogul Products agree as follows:

I. Incorporation of Recitals

Cooper and Federal-Mogul Products agree that all Recitals in this Agreement are expressly incorporated herein, are made an integral part of this Agreement, and are binding on each Party.

II. Definitions

The following definitions will apply to the listed terms wherever those terms appear throughout the Agreement or in any attachments hereto. Capitalized terms used herein without definition have the meanings given to such terms in the Plan B Settlement Agreement. Further, each defined term stated in a singular form shall include the plural form, each defined term stated in plural form shall include the singular form, and each defined term stated in the masculine form or in the feminine form or in the neuter form shall include all others. Moreover, the term "including" means "including without limitation."

A. Agreement. The term "Agreement" shall mean this Supplemental Agreement, as the same may be amended from time to time in writing in accordance with its provisions.

B. Cooper. The term "Cooper" shall mean Cooper Industries, LLC, its predecessors, subsidiaries, corporate affiliates, and all of their respective directors, officers, employees, agents, attorneys, representatives, successors and assigns, acting as such.

C. Federal-Mogul Products. The term "Federal-Mogul Products" shall mean Federal-Mogul Products, Inc., its predecessors, parents, subsidiaries, corporate affiliates, and all of their respective directors, officers, employees, agents, attorneys, representatives, successors and assigns, acting as such, and the Federal-Mogul Asbestos Personal Injury Trust to be created in connection with the plan of reorganization proposed by Federal-Mogul Products, Inc. and others in the United States Bankruptcy Court for the District of Delaware, *In re Federal-Mogul Global Inc., T&N Limited, et al.*, Case Nos. 01-10578-RTL (jointly administered), as such plan may be modified from time to time by the mutual agreement of the parties (the "Plan").

D. Participating Carriers. The term "Participating Carriers" shall have the same meaning as defined in Section II.U. of the Partitioning Agreement.

E. Plan B. The term "Plan B" shall mean the settlement set forth in the Plan B Settlement Agreement to be effected on the terms and subject to the conditions set forth therein.

F. Plan B Settlement Agreement. The term "Plan B Settlement Agreement" means the Plan B Settlement Agreement dated as of September __, 2006 among Cooper Industries, Ltd., Cooper Industries, LLC, PCT International Holdings Inc., Pneumo Abex LLC, Federal-Mogul Corporation ("FMC"), Federal-Mogul Products, the Future Claimants' Representative for FMC and Federal-Mogul Products appointed in the Reorganization Cases, and the Official Committee of Asbestos Claimants for FMC and Federal-Mogul Products appointed in the Reorganization Cases.

G. Subject Policies. The term "Subject Policies" shall have the same meaning as defined in Section II.AA of the Partitioning Agreement.

H. Trust. The term "Trust" shall mean the Federal Mogul Products subtrust to be created as part of the Federal-Mogul Asbestos Personal Injury Trust proposed in connection with the Plan.

III. Supplemental Rights

A. With respect to the unexhausted products and completed operations aggregate limits of the Subject Policies, which were partitioned to Cooper and Federal-Mogul Products pursuant to the Partitioning Agreement, the Parties agree as follows: (i) in the event that Federal-Mogul Products achieves any lump-sum, cash-out, or installment settlement of the products and/or completed operations limits of all or any of the Subject Policies, Cooper relinquish its rights to consent to any such settlement of the products and/or

completed operations limits of such Subject Policy(ies) and shall relinquish control of any negotiations relating to such settlements to Federal-Mogul Products, and further shall relinquish to Federal-Mogul Products its interest in the products/completed operations limits of such Subject Policy(ies); (ii) in exchange for Cooper's relinquishment of its rights as stated in clause III.A.(i) above, Federal-Mogul Products shall make payments to Cooper Industries, LLC in the amount of 12% (in the case of Plan A) or 20% (in the case of Plan B), respectively, of any monetary consideration paid to or on behalf of Federal-Mogul Products pursuant to any such lump-sum, cash-out, or installment settlements within two weeks after receipt by or on behalf of Federal-Mogul Products of any settlement monies; and (iii) Cooper will retain its rights under the Partitioning Agreement to submit claims within its allocated share to any of the Subject Policies which have not been settled or for which Cooper Industries, LLC has not received its 12% share (in the case of Plan A) or 20% share (in the case of Plan B), respectively. Cooper will execute settlement agreements relating to the Subject Policies that are consistent with this Section III and that do not impose any obligations on Cooper other than a release by Cooper of its rights to products/completed operations coverage, as requested by Federal-Mogul Products and upon Federal-Mogul Products' written confirmation that the related 12% payment (in the case of Plan A) or 20% payment (in the case of Plan B), respectively, will be made to Cooper Industries, LLC. Nothing herein, nor any agreement by Federal-Mogul Products shall affect the coverages available under the Subject Policies, except for the products and completed operations aggregate limits, and Federal-Mogul Products shall not make any lump-sum, cash-out, or other settlement which effects the non-products/non-completed operations limits of the Subject Policies. In the event the Trust succeeds to Federal-Mogul Products' rights under the Partitioning Agreement or receives any of the settlement monies described in this Section III.A, the Trust shall promptly remit Cooper Industries, LLC's 12% share (in the case of Plan A) or 20% share (in the case of Plan B), respectively, of such settlement monies to Cooper Industries, LLC in accordance with Federal-Mogul Products' obligations described herein and, until such remittance, the Trust shall hold the same in trust solely for the benefit of Cooper Industries, LLC. If payments are made at the 12% sharing level and thereafter the Plan B Date occurs, then Cooper Industries, LLC shall receive, on the Plan B Date, a supplemental payment with respect to all payments made at the 12% sharing level such that Cooper Industries, LLC shall receive the remaining 8% of such payments it would have received had the 20% sharing level been in place at the time any such payments were made prior to the Plan B Date.

B. This Agreement shall be effective as of the Effective Date *provided* that the Effective Date constitutes the Plan A Effective Date or the Plan B Date occurs.

C. Except as provided in this Agreement, all other terms of the Partitioning Agreement will remain in full force and effect as between Cooper and Federal-Mogul Products.

IN WITNESS WHEREOF, the undersigned parties have executed this Plan Support Agreement as of the date first above written.

FEDERAL-MOGUL CORPORATION (for itself and on behalf of Federal-Mogul Products, Inc. and the other Debtors)

By: John J. Gasparovic
Name: John J. Gasparovic
Title: Senior Vice President and General Counsel

OFFICIAL COMMITTEE OF ASBESTOS CLAIMANTS

By: _____
Name: _____
Its Authorized Signatory

ERIC D. GREEN, as THE FUTURE CLAIMANTS REPRESENTATIVE

PNEUMO ABEX LLC

By: _____
Name: _____
Title: _____

PCT INTERNATIONAL HOLDINGS INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Plan Support Agreement as of the date first above written.

FEDERAL-MOGUL CORPORATION (for itself and on behalf of Federal-Mogul Products, Inc. and the other Debtors)

By: _____
Name: _____
Title: _____

OFFICIAL COMMITTEE OF ASBESTOS CLAIMANTS

By: *Peter Van N. Lockwood*
Name: Peter Van N. Lockwood
Its Authorized Signatory

ERIC D. GREEN, as THE FUTURE CLAIMANTS REPRESENTATIVE

PNEUMO ABEX LLC

By: _____
Name: _____
Title: _____

PCT INTERNATIONAL HOLDINGS INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Plan Support Agreement as of the date first above written.

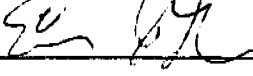
FEDERAL-MOGUL CORPORATION (for itself and on behalf of Federal-Mogul Products, Inc. and the other Debtors)

By: _____
Name: _____
Title: _____

OFFICIAL COMMITTEE OF ASBESTOS CLAIMANTS

By: _____
Name: _____
Its Authorized Signatory

ERIC D. GREEN, as THE FUTURE CLAIMANTS REPRESENTATIVE



PNEUMO ABEX LLC

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Title: _____

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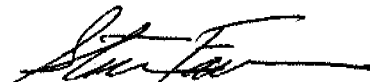
By: _____
Name: _____
Title: _____

OFFICIAL COMMITTEE OF ASBESTOS CLAIMANTS


By: _____
Name: _____
Its Authorized Signatory

ERIC D. GREEN, as THE FUTURE CLAIMANTS REPRESENTATIVE

PNEUMO ABEX LLC

By:  _____
Name: Steven Fasano
Title: President

PCT INTERNATIONAL HOLDINGS INC.

By:  _____
Name: Michael Blawie
Title: Vice President

[Signature Page to Plan Support Agreement Continued]

COOPER INDUSTRIES, LLC

By: *Diane K. Schumacher*
Name: *Diane K. Schumacher*
Title: *Vice President*

COOPER INDUSTRIES, LTD.

By: *Diane K. Schumacher*
Name: *Diane K. Schumacher*
Title: *Special Council + Chief Compliance Officer*