

106848

**IN THE HIGH COURT OF JUSTICE**  
**CHANCERY DIVISION**  
**COMPANIES COURT**  
**Mr. Justice David Richards**

**IN THE MATTER OF FEDERAL-MOGUL BRADFORD LIMITED**  
**AND IN THE MATTER OF THE COMPANIES ACT 1985**

**UPON THE PETITION** of the above-named Federal-Mogul Bradford Limited (in administration) ("the Company") whose registered office is situated at Manchester International Office Centre, Styal Road, Manchester M22 5TN presented to the Court on 2 October 2006

**AND UPON HEARING** Counsel for the Company acting by its Joint Administrators and Counsel for the Royal & Sun Alliance Insurance Plc and Syndicate 45/177 at Lloyds ("the EL Insurers")

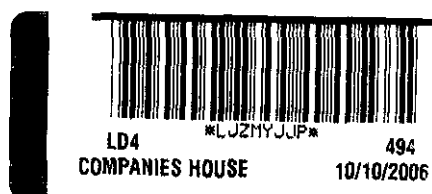
**AND UPON THE EL INSURERS BY THEIR COUNSEL UNDERTAKING** and The T&N Asbestos Trustee Company Limited, being the Trustee of the Trust Fund to be established by the Scheme of Arrangement hereinafter mentioned ("the EL Scheme"), undertaking by Counsel (Counsel for the Company being its Counsel for the purpose of so undertaking) to execute and do, or procure to be executed and done, all such documents, acts or things as may be necessary or as the Court may consider desirable to be executed or done by them or on their behalf for the purpose of giving effect to the EL Scheme and, subject to the EL Scheme becoming effective, to be bound thereby

**AND UPON READING** the Petition and the evidence

**THE COURT HEREBY SANCTIONS** the Scheme of Arrangement set out in the Schedule hereto

**AND IT IS ORDERED** that the Company deliver an office copy of this Order to the Registrar of Companies

**DATED** 6 October 2006



## **SCHEDULE**

### ***EL Schemes***

#### ***Definitions and Interpretations Schedule***

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

IN THE MATTER OF T&N LIMITED  
AND IN THE MATTER OF THE COMPANIES IN APPENDIX 1  
AND IN THE MATTER OF THE COMPANIES ACT 1985

---

SCHEMES OF ARRANGEMENT

(each scheme being in the same terms ("The EL Scheme") and each scheme  
being made under section 425 of the Companies Act 1985)

Between

T&N LIMITED or one of THE OTHER SCHEME COMPANIES

(as defined in the EL Scheme)

and

their respective EL CLAIMANTS

(as defined in the EL Scheme)

and

ROYAL & SUN ALLIANCE INSURANCE PLC

and

LLOYD'S SYNDICATE 45/177 FOR THE YEARS 1977-1995

---

## Contents

|    |   |    |
|----|---|----|
| 1  | Definitions and interpretation  | 1  |
| 2  | Background  | 1  |
| 3  | Purpose of the EL Schemes   | 2  |
| 4  | The establishment of the Trust  | 2  |
| 5  | Assignment of, and transfer of control over, EL Claimants' rights against EL Insurers                                   | 3  |
| 6  | No further documentation required   | 4  |
| 7  | Procedure for EL Claimants to claim payment out of the Trust Fund   | 4  |
| 8  | Disputes about EL Claims  | 4  |
| 9  | Determination of the Indemnity Rights Sum and calculation of the Indemnity Rights Dividend                              | 4  |
| 10 | Assignment of EL Insurers' Indemnity Rights against the Scheme Companies to the Trustees                                | 4  |
| 11 | Payment/Adjustment to reflect increase in dividend percentage   | 5  |
| 12 | TUPE Claim payments   | 5  |
| 13 | TUPE warranty and indemnity   | 6  |
| 14 | Non Scheme EL Claims  | 6  |
| 15 | Scheme Expert   | 7  |
| 16 | The Scheme Companies' obligation to co-operate with the Trustees in the consideration of claims in respect of EL Claims | 8  |
| 17 | Disposal of EL Litigation   | 8  |
| 18 | Condition precedent   | 8  |
| 19 | Effective date  | 8  |
| 20 | Governing law and jurisdiction  | 9  |
| 21 | Assignability   | 9  |
| 22 | Receipts  | 9  |
|    | Appendix 1  | 10 |
|    | Appendix 2  | 22 |

Appendix 3

26

Appendix 4

27

## **PRELIMINARY**

### **1 Definitions and interpretation**

In each Scheme of Arrangement, unless the context otherwise requires or expressly provides:

- 1.1 defined terms shall bear the meanings given in Definitions and Interpretation Schedule;
- 1.2 the terms of the Scheme are to be interpreted according to the Interpretation Section set out in the Definitions and Interpretation Schedule.

### **2 Background**

- 2.1 T&N and some of the other Scheme Companies were or may have been engaged in the use, manufacture, distribution, sale and installation of Asbestos over many years. Employees of T&N and some of the other Scheme Companies were or may have been exposed to Asbestos during and in the course of Employment and have or may have suffered or may in the future suffer Asbestos Diseases as a result.
- 2.2 Insurance cover for employers' liability in the United Kingdom was provided to T&N and some of the other Scheme Companies under the EL Policies:
  - 2.2.1 by Royal & Sun Alliance Insurance Plc for the period from 1 October 1969 to 31 March 1977;
  - 2.2.2 by Syndicate 45/177 at Lloyd's for the period, or some part of the period from 1 April 1977 to 30 April 1995.
- 2.3 On 1 October 2001, administration orders were made in relation to T&N and the other Scheme Companies (other than Federal-Mogul Sunderland Limited and T&N Investments Limited in respect of which administration orders were made on 30 January 2002 and 5 April 2002 respectively).
- 2.4 On or after the administration orders being made in relation to T&N and the other Scheme Companies, the rights (if any) of T&N and the other Scheme Companies under the EL Policies against the EL Insurers in respect of the EL Claims were transferred to and vested in the EL Claimants by the 1930 Act.
- 2.5 T&N and the other Scheme Companies commenced the EL Litigation to establish the scope of the EL Insurers' liability under the EL Policies. The EL Insurers denied liability for EL Claims and claimed to be entitled to avoid the EL Policies.
- 2.6 The Scheme Companies and EL Insurers have agreed non-binding provisional heads of agreement whereby (inter alia) in the event that Schemes of Arrangement in these terms become effective, the EL Litigation will be compromised.
- 2.7 It is a requirement of the EL Insurers that:
  - 2.7.1 the EL Schemes provide finality in respect of claims which might otherwise be brought against them under the EL Policies in respect of Asbestos Disease; and
  - 2.7.2 the EL Litigation is settled,however nothing in these EL Schemes is intended to prevent the EL Insurers raising any argument available to them to resist or defend any claim brought under the EL Policies.
- 2.8 The EL Insurers have placed £36.74 million into escrow pending conclusion of a binding settlement and Schemes of Arrangement acceptable to the EL Insurers which ensure that no EL Claimant nor any Scheme Company shall thereafter be entitled to claim or assert any rights

of any nature against the EL Insurers in respect of any past, present or future EL Claims, and in anticipation of its transfer to the Trustees to be held on trust in accordance with the Trust Deed.

2.9 Each of:

2.9.1 the Trustees; and

2.9.2 the EL Insurers

have agreed with the Scheme Companies to appear by its own or by the Scheme Companies' Counsel on the hearing of the petition to sanction these EL Schemes and to undertake to the Court to execute or do, or procure to be executed or done, all such documents, acts or things as may be necessary or as the Court may consider desirable to be executed or done by it or on its behalf for the purpose of giving effect to the EL Schemes and, subject to the EL Schemes becoming effective, to be bound thereby.

2.10 The Trustees carry on business as a trust corporation which has its principal office at 190 Strand, London WC2R 1JN.

### **3 Purpose of the EL Schemes**

3.1 The purpose of the EL Schemes is as follows:

3.1.1 to enable EL Claims of EL Claimants to be established, ascertained and paid from the Trust Fund when they become Established Claims in accordance with and subject to the provisions of the EL Schemes, the Trust Deed and the TDP; and

3.1.2 to preclude any EL Claims of EL Claimants being brought against the EL Insurers.

3.2 The EL Schemes, the Trust Deed and the TDP will be implemented in accordance with the Core Objective, which is contained in Clause 1.2 of the TDP and is set out below:

- (i) to enable EL Claimants with Established Claims to receive a payment or payments from the Trust Fund which:
  - (a) reflect the value of the underlying EL Claim assigned to the Trust by the EL Claimant;
  - (b) are fair and proportionate having regard to the interests of other EL Claimants with similar EL Claims;
  - (c) are calculated in an efficient and cost-effective manner following an efficient and cost-effective review of the EL Claim; and
- (ii) to enable the EL Insurers to benefit from the payments, releases and other rights provided to them by the EL Scheme.

## **THE TRUST**

### **4 The establishment of the Trust**

4.1 Immediately upon the orders in Appendix 4 being made, the Trust shall be established pursuant to these EL Schemes and the Trust Deed, and the Administrators and the EL Insurers shall within 28 days cause the Settlement Sum to be paid from escrow to the Trustees (or as the Trustees shall direct) and all rights and obligations in respect of the escrow arrangements between the Administrators and/or T&N and the EL Insurers shall be released and discharged.

- 4.2 With effect from the Transfer Date, the Trustees shall hold and administer the Trust Fund in accordance with the Trust Deed and the TDP. The Trust Fund shall comprise:
- 4.2.1 the Settlement Sum;
  - 4.2.2 all money, investments or other property paid or transferred by any person to the Trustees as additions to the Trust Fund;
  - 4.2.3 all accumulations (if any) of income added to the Trust Fund; and
  - 4.2.4 the money, investments and property from time to time representing the above.
- 4.3 To the extent that any assets comprising the Trust Fund, whether because of their nature or because they will accrue or become transferable after the Transfer Date, cannot be transferred to, vested in or assumed by the Trust on the Transfer Date, they shall be transferred to, vested in or assumed by the Trust as soon as practicable after the Transfer Date automatically and without any further act or deed.

#### **ASSIGNMENT OF EL CLAIMANTS' RIGHTS**

### **5 Assignment of, and transfer of control over, EL Claimants' rights against EL Insurers**

- 5.1 Immediately upon the Effective Date or, if later, upon any right against the EL Insurers vesting in an EL Claimant in relation to their EL Claim, there shall automatically be assigned to the Trustees absolutely, and without any further act or document:
- 5.1.1 all rights of the EL Claimant, whether vested, future, contingent or inchoate; and
  - 5.1.2 all the fruits of any action to enforce all rights
- against the EL Insurers in respect of their EL Claim and accordingly they shall not retain any rights in respect of their EL Claim which they would otherwise be entitled to assert against the EL Insurers.
- 5.2 If any right of action shall not be capable of assignment under this Clause 5, for whatever reason, the assignment of the fruits of such right of action shall nevertheless be effective.
- 5.3 With effect from the Effective Date none of:
- 5.3.1 the EL Claimants;
  - 5.3.2 the Trustees; or
  - 5.3.3 the Scheme Companies
- shall be entitled to make any claim or assert any rights of any nature against the EL Insurers in respect of any EL Claims arising out of the EL Policies, subject to Clause 2.9 above.
- 5.4 In the event that for whatever reason an EL Claimant's rights against the EL Insurers are not assigned to the Trustees in accordance with Clause 5.1 and/or an EL Claimant, Scheme Company, Non Scheme Company or Trustee is entitled to make a claim or asserts rights against the EL Insurers in respect of an EL Claim or in respect of or arising out of the EL Policies, then the provisions of Clause 14 shall apply as if any such claim or assertion of rights was a Non Scheme EL Claim.



## **6 No further documentation required**

- 6.1 The rights and fruits assigned and transferred under Clause 5 shall be assigned and transferred under the EL Schemes without the Scheme Companies, EL Insurers or the EL Claimants entering into any documentation for the purpose of assigning or transferring control over such rights.
- 6.2 Without prejudice to Clause 6.1, insofar as any act or thing needs to be done or document executed to give effect to Clause 5, each EL Claimant hereby irrevocably and unconditionally appoints any one of the Trustees from time to time for the time being to be his attorney and agent and on his behalf and in his name or otherwise to do such acts and things and execute such deeds and documents as may be required for such purpose.

## **PAYMENT TO EL CLAIMANTS OUT OF THE TRUST FUND**

### **7 Procedure for EL Claimants to claim payment out of the Trust Fund**

EL Claimants shall make their claim for payment out of the Trust Fund in accordance with the Trust Deed and the TDP. Payment will be made in accordance with the Trust Deed and the TDP.

### **8 Disputes about EL Claims**

Disputes about the right of EL Claimants to make their claims for payment out of the Trust Fund and/or the amount of any EL Claim shall be decided in accordance with the Trust Deed and the TDP.

## **PAYMENTS TO EL INSURERS OUT OF THE TRUST FUND**

### **9 Determination of the Indemnity Rights Sum and calculation of the Indemnity Rights Dividend**

Upon the Effective Date the EL Insurers shall be deemed to have received (and hereby acknowledge receipt of) the initial Indemnity Rights Dividend which shall be £1.26 million, which has been calculated by applying a notional assumed dividend of 7p in the £ (a dividend percentage of 7%) to the Indemnity Rights Sum divided between the Scheme Companies as set out in the EL Insurers Indemnity Claims Document. For the purpose under Clause 11 of calculating any further payment of Indemnity Rights Dividend after the initial dividend, the Indemnity Rights Dividend shall be treated as attributed between the Scheme Companies as set out in the EL Insurers' Indemnity Claims Document.

### **10 Assignment of EL Insurers' Indemnity Rights against the Scheme Companies to the Trustees**

On the Effective Date, there shall automatically be assigned to the Trustees absolutely, and without any further act or document, the EL Insurers' Indemnity Rights, and if the EL Insurers' Indemnity Rights shall not be capable of assignment under this Clause 10 for whatever reason, the assignment of the fruits of any right of action in respect thereof shall nevertheless be effective.

## **11 Payment/Adjustment to reflect increase in dividend percentage**

Subject to Clause 2.3.2 of the Trust, if the dividend percentage in respect of claims for compensation for an Asbestos Disease payable by any of the Scheme Companies referred to in the EL Insurers' Indemnity Claims Document or by T&N Limited shall increase beyond 7%, the Trustees shall within 14 days of each occasion on which the increased dividend percentage is so paid or as soon as practicable thereafter pay to the EL Insurers from the Trust Fund the difference between (i) the part of the Indemnity Rights Dividend under Clause 9 applicable to that Scheme Company on the basis of the attributed division in the EL Insurers' Indemnity Claims Document and applying a dividend percentage of 7% or the highest increased dividend percentage on which the part of the Indemnity Rights Dividend applicable to the Scheme Company has previously been calculated under this Clause, as the case may be, and (ii) the part of the Indemnity Rights Dividend applicable to that Scheme Company on the basis of the attributed division in the EL Insurers' Indemnity Claims Document recalculated by the applying the new increased dividend percentage of that Scheme Company or the dividend percentage of T&N Limited thereto, whichever is the greater.

## **12 TUPE Claim payments**

- 12.1 The EL Insurers shall use their reasonable endeavours, acting as a reasonable prudent insurer, to investigate and determine whether to resist, defend and/or mitigate their liabilities or potential liabilities in respect of TUPE Claims. For the purposes of this Clause 12, reasonable endeavours shall not require the EL Insurers to rely on any defence based on the avoidance arguments relied on by the EL Insurers in the EL Litigation. Subject thereto, if the EL Insurers are obliged to settle or pay or reach a bona fide and reasonable settlement in respect of a TUPE Claim or incur costs or expenses in investigating, handling, defending (whether successfully or not) and/or settling a TUPE Claim, the EL Insurer shall within 14 days of settling, paying or successfully defending the TUPE Claim give to the Trustees written notice of such of the following as they are reasonably able:
- 12.1.1 the name, address and national insurance number of the TUPE Employee;
  - 12.1.2 the name of any Scheme Company that employed or allegedly employed the TUPE Employee and for each such Scheme Company the period for which it employed or allegedly employed the TUPE Employee;
  - 12.1.3 the nature of the Asbestos Disease of the TUPE Employee;
  - 12.1.4 an itemised breakdown of the amount paid by the EL Insurer in respect of the TUPE Claim showing payments made for damages, costs and any other payments or expense incurred in investigating, handling, defending (whether or not successfully) and/or settling the TUPE Claim; and
  - 12.1.5 details of the steps taken to resist, defend or mitigate the TUPE Claim including any legal advice recommending settlement or payment of the TUPE Claim.
- 12.2 Subject to Clause 2.3.2 of the Trust, in respect of each TUPE Claim notified in writing to the Trustees, the Trustees shall within 14 days of receipt of such notice pay from the Trust Fund to the relevant EL Insurer a TUPE Claim Payment. However, if the Trustees and/or the EL Insurers give written notice of referral of any matter to the Scheme Expert in accordance with Clause 12.3 below, pending the Scheme Expert's determination, the obligation on the Trustees to make payment in accordance with this Clause 12.2 shall be suspended until 14 days after the Scheme expert's determination.
- 12.3 In the event of a disagreement between the EL Insurers and the Trustees as to the settlement of any TUPE Claim, or as to whether the costs or expenses are reasonable, the EL Insurers and the Trustees shall each have the right to give written notice to the other that the matter should be referred to the Scheme Expert to determine whether it was reasonable for the TUPE Claim to have been settled or paid for the relevant amount and/or whether the costs or

expenses incurred by the EL Insurers were reasonable. The Scheme Expert shall act in good faith and with due care and diligence based on the information provided to the Trustees by the EL Insurers pursuant to Clause 12.1. The Scheme Expert's decision shall be final and binding on the EL Insurers and the Trustees and the costs of the referral to the Scheme Expert shall be in the Scheme Expert's discretion. For the avoidance of doubt, the Scheme Expert may require either the EL Insurers, or the Trustees, or both, to meet these costs.

### **13 TUPE warranty and indemnity**

The Trustees warrant that Appendix 3 contains a complete list of all the TUPE Transfers to which any of the Principal Scheme Companies have been party. Subject to Clause 2.3.2 of the Trust, the Trustees will indemnify the EL Insurers against loss arising out of breach of warranty under this Clause 13 and Appendix 3 out of the Trust Fund.

### **14 Non Scheme EL Claims**

- 14.1 On receipt of a Non Scheme EL Claim, the EL Insurers shall invite the relevant Non Scheme EL Claimant to apply to the Trustees for his Non Scheme EL Claim to be treated as if it were an EL Claim.
- 14.2 If a Non Scheme EL Claimant applies to the Trustees in accordance with Clause 14.1 above, the Non Scheme EL Claimant will be treated as if he were an EL Claimant for all purposes in the EL Schemes, the Trust Deed and the TDP (save where the context otherwise requires), subject to the Non Scheme EL Claimant complying with all the requirements and obligations contained in the Trust and TDP which relate to EL Claimants.
- 14.3 The Trustees' agreement to treat the Non Scheme EL Claimant as an EL Claimant shall be conditional on the Non Scheme EL Claimant waiving any rights against the EL Insurers previously held by him and shall be in full and final settlement of any claim the Non Scheme EL Claimant may have against the EL Insurers and, by making an application to the Trustees in accordance with Clause 14.1 above, the Non Scheme EL Claimant waives such rights.
- 14.4 If the Non Scheme EL Claimant refuses to apply to the Trustees in accordance with Clause 14.1, the EL Insurers shall use their reasonable endeavours, acting as reasonable prudent insurers, to investigate and determine whether to resist, defend and/or mitigate their liabilities or potential liabilities in respect of such Non Scheme EL Claims. For the purposes of this Clause 14, reasonable endeavours shall not require EL Insurers to rely on any defence based on the avoidance arguments relied on by the EL Insurers in the EL Litigation.
- 14.5 Subject to Clause 14.4, if the EL Insurers settle or pay or reach a bona fide and reasonable settlement of a Non Scheme EL Claim, or incur costs or expenses in investigating, handling, defending (whether successfully or not) and/or settling a Non Scheme EL Claim, the EL Insurer shall within 14 days of settling or paying or successfully defending a Non Scheme EL Claim give the Trustees written notice of such of the following as they are reasonably able:
  - 14.5.1 the name, address and national insurance number of the Injured Person;
  - 14.5.2 the name of any Non Scheme Company and any Scheme Company that employed or allegedly employed the Injured Person and for each such Non Scheme Company and each such Scheme Company the period for which it employed or allegedly employed the Injured Person;
  - 14.5.3 the nature of the Asbestos Disease of the Injured Person;
  - 14.5.4 an itemised breakdown of the amount paid by the EL Insurer in respect of the Non Scheme EL Claim showing payments made for damages, reasonable costs and any other payments or expense incurred in investigating, handling, defending (whether or not successfully) and/or settling the Non Scheme EL Claim; and

- 14.5.5 details of the steps taken to resist, defend or mitigate the Non Scheme EL Claim including any legal advice obtained regarding the merits and/or the desirability of settlement or payment of the Non Scheme EL Claim.
- 14.6 Subject to Clauses 14.7 and 14.8, and subject to Clause 2.3.2 of the Trust in respect of each Non Scheme EL Claim notified in writing to the Trustees in accordance with Clause 14.5, the Trustees shall within 14 days of receipt of such notice pay from the Trust Fund to the relevant EL Insurer any amount shown in the itemised breakdown referred to in Clause 14.5.4. However, If the Trustees and/or the EL Insurers give written notice of referral of any matter to the Scheme Expert in accordance with Clause 12.3 above, pending the Scheme Expert's determination, the obligation on the Trustees to make payment in accordance with this Clause 14.6 shall be suspended until 14 days after the Scheme Expert's determination.
- 14.7 In the event of disagreement between the EL Insurers and the Trustees as to the settlement of a Non Scheme EL Claim, or as to whether the costs or expenses are reasonable, the EL Insurers and the Trustees shall each have the right to give written notice to the other that the matter should be referred to the Scheme Expert to determine whether it was reasonable for the Non Scheme EL Claim to have been settled or paid for the relevant amount and/or as to whether the costs or expenses incurred by the EL Insurers were reasonable. The Scheme Expert shall act in good faith and with due care and diligence based on the information provided to the Trustees by the EL Insurers pursuant to Clause 14.5. The Scheme Expert's decision shall be final and binding on the EL Insurers and the Trustees, and the costs of the referral to the Scheme Expert shall be in the Scheme Expert's discretion. For the avoidance of doubt, the Scheme Expert may require either the EL Insurers, or the Trustees, or both, to meet these costs.
- 14.8 In respect of any Non Scheme EL Claim for which payment is made under Clause 14.6 or 14.7, there shall automatically be assigned to the Trustees absolutely, without any further act or document, any rights the EL Insurers have against any Non Scheme Company or Scheme Company in relation to a Non Scheme EL Claim, and if the right of action shall not be capable of assignment under this Clause 14.8, for whatever reason, the assignment of the fruits of such right of action shall nevertheless be effective.
- 14.9 If and to the extent that the liabilities of any Non Scheme Company in respect of any Non Scheme EL Claim shall be compromised or paid without payment by the EL Insurers (including without limitation a compromise sanctioned by the court under section 165 or 167 Insolvency Act 1986), the Trustees shall have power to treat any such Non Scheme EL Claim in all respects as if it were an EL Claim and to make payment in respect of such Non Scheme EL Claim from the Trust Fund in accordance with the Trust Deed and the TDP.

## **15 Scheme Expert**

- 15.1 For the purposes of these Schemes, the Scheme Expert shall be a barrister or solicitor (of not less than 15 years' standing specialising in the field of insurance law) whose appointment is agreed upon in writing by the parties to the dispute within 28 days of either party serving notice on the other that the matter should be referred to the Scheme Expert, or in the absence of agreement, such person of equivalent characteristics who shall be appointed by the Forum of Insurance Lawyers or, if such organisation should cease to exist, any successor or other organisation with similar aims and membership, or, in default of any appointment pursuant to this clause within 56 days of either party serving notice on the other that the matter should be referred to the Scheme Expert, such person of equivalent characteristics who shall be appointed, on the application of either party, by the President for the time being of the Law Society of England and Wales.
- 15.2 The Scheme Expert shall act in good faith and with due care and diligence based on the information provided to the Trustees by the EL Insurers pursuant to Clause 12.1 and 14.5 and any other relevant information.

- 15.3 The Scheme Expert's decision is final and binding on the EL Insurers and the Trustees, and the costs of the referral to the Scheme Expert shall be in the Scheme Expert's discretion. For the avoidance of doubt, the Scheme Expert may require either the EL Insurers, or the Trustees, or both, to meet these costs.
- 15.4 In accordance with Clauses 12.3 and 14.7, the Scheme Expert shall determine whether the settlement of a TUPE Claim or a Non Scheme EL Claim, or the costs or expenses of the EL Insurers in relation to such claims, are reasonable. In considering whether such costs or expenses are reasonable, the Scheme Expert shall apply the indemnity principle.

## **GENERAL SCHEME PROVISIONS**

### **16 The Scheme Companies' obligation to co-operate with the Trustees in the consideration of claims in respect of EL Claims**

- 16.1 The Scheme Companies shall co-operate with the Trustees in the Trustees' consideration of EL Claims in respect of claims on the following terms:
- 16.1.1 the Scheme Companies shall promptly provide the Trustees with such information and documents within their custody, possession or control as the Trustees may reasonably request. For the avoidance of doubt, the Scheme Companies shall not in any circumstances provide or be required to provide any legally privileged information or documents to the Trustees, or take any step which constitutes or gives rise to a breach of the Hercules Policy. The Trustees will return and refrain from using or relying upon any legally privileged document which they are informed post disclosure was disclosed by mistake;
- 16.1.2 the Scheme Companies shall meet any costs, fees and expenses incurred by the Scheme Companies in providing information or documents pursuant to a request made under Clause 16.1.1;
- 16.1.3 if the Scheme Companies do not meet the costs, fees and expenses referred to in Clause 16.1.2, the Trustees shall pay these costs, fees and expenses, and the Trustees shall seek to recover from the Scheme Companies the amount of any such payment.

### **17 Disposal of EL Litigation**

Within 14 days of the Effective Date the parties to the EL Litigation shall apply jointly to the Court of Appeal and the High Court for orders dismissing the EL Litigation in the form of the draft orders at Appendix 4 to the EL Schemes.

### **18 Condition precedent**

These EL Schemes shall not take effect unless the identical EL Schemes proposed for the Principal Scheme Companies are sanctioned by the Court.

### **19 Effective date**

Each EL Scheme shall become effective when a copy of the order of the Court sanctioning the EL Scheme is delivered for registration to the Registrar of Companies in accordance with section 425(3) Companies Act 1985.

**20 Governing law and jurisdiction**

The EL Schemes shall be governed by, and construed in accordance with, English law. The English Court shall have exclusive jurisdiction to determine any dispute arising out of the EL Schemes.

**21 Assignability**

The rights of the EL Claimants under the EL Schemes shall be assignable, but the Trustees shall not be bound by any assignment unless notice is given in writing to the Trustees in accordance with Clause 18 of the Trust Deed.

**22 Receipts**

Any payments required to be made by the Trustees to the EL Insurers shall be paid to such person or persons as the EL Insurers shall from time to time unanimously direct in writing to the Trustees. The receipt of the person appointed to receive such payments under this Clause shall be a good discharge of the obligations of the Trustees under these EL Schemes, the Trust Deed or the TDP as the case may be.

## Appendix 1

### SCHEME PROPOSING COMPANIES

|    | Current Company Name                         | Name as appears on Policy  | Company Number | Period of Insurance  | Insurer              | Third Administrator  |
|----|--|--|----------------|--|----------------------|----------------------|
| 1  | AE Piston Products Limited                   | S E Opperman Limited   | 00801927       | 1.1.88-30.4.90   | Lloyd's              | Gary Peter Squires   |
| 2  | Aeroplane & Motor Aluminium Castings Limited | Aeroplane & Motor Aluminium Castings Limited   | 00315630       | 1.1.88-30.4.88   | Lloyd's              | Gary Peter Squires   |
| 3  | Ashburton Road Services Limited <sup>1</sup> | Storey Brothers & Company Limited  | 00075732       | 31.3.78-31.12.82   | Lloyd's              | Gary Peter Squires   |
| 4  | Brake Linings Limited                        | Brake Linings Limited  | 00235701       | 1.4.93-30.4.94   | Lloyd's              | Gary Peter Squires   |
| 5  | Colvan Rubber Co. Limited                    | Colvan Rubber Co. Limited  | 00994679       | 1.5.89-30.4.94   | Lloyd's              | Gary Peter Squires   |
| 6  | Contact 100 Limited                          | The Tempered Spring Co Limited   | 00065025       | 1.1.88-30.4.94   | Lloyd's              | Gary Peter Squires   |
| 7  | Duron Limited                                | Raybestos Belaco Limited<br><br>Raybestos Belaco Limited<br>Belaco Limited<br>Belaco Limited | 00181717       | 1.10.69-1.10.72<br>1.10.72-1.10.73<br>1.10.73-31.12.73<br>31.12.73-31.3.77<br>1.4.77-30.4.92 | Royal<br><br>Lloyd's | Gary Peter Squires   |
| 8  | Engineering Components Limited <sup>2</sup>  | Engineering Components Limited   | 00301567       | 1.9.72-1.10.72<br>1.10.72-1.10.73<br>1.10.73-31.3.77<br>1.4.77-31.12.87                      | Royal<br><br>Lloyd's | Gary Peter Squires   |
| 9  | Federal-Mogul Aftermarket UK Limited         | A E Auto Parts Limited   | 00219712       | 1.1.88-30.4.94   | Lloyd's              | Simon Wilson         |
| 10 | Federal-Mogul Bradford Limited               | Hepworth & Grandage Limited<br>(AE Piston Products Limited)                                  | 00106848       | 1.1.88-30.4.89<br>1.5.90-30.4.94   | Lloyd's              | Charles Peter Holder |
| 11 | Federal-Mogul Camshaft Castings Limited      | Lydmel Limited   | 00284953       | 1.1.88-30.4.94   | Lloyd's              | Gurpal Singh Johal   |

<sup>1</sup> The Brantham division of this company is named on the policy during the period 1.1.79-31.12.82.

<sup>2</sup> Divisions of this company are insured 31.12.74-31.3.77 and 1.4.77 - 31.12.78 (nos 20, 21, 27, 50, 53 and sch 6, 3)

|    | <b>Current<br/>Company<br/>Name</b>                       | <b>Name as appears<br/>on Policy</b>   | <b>Company<br/>Number</b> | <b>Period of<br/>Insurance</b>  | <b>Insurer</b>                           | <b>Third<br/>Administrator</b> |
|----|---|--|---------------------------|---|--|--------------------------------|
| 12 | Federal-Mogul<br>Camshafts<br>Limited                     | Weyburn – Bartel<br>Limited  | 00306023                  | 1.5.91-<br>30.4.94  | Lloyd's                                  | Gurpal Singh Johal             |
| 13 | Federal-Mogul<br>Engineering<br>Limited                   | The Glacier Metal Co<br>Limited  | 00166096                  | 1.1.88-<br>30.4.94  | Lloyd's                                  | Fraser James Gray              |
| 14 | Federal-Mogul<br>Eurofriction<br>Limited                  | Eurofriction Limited   | 01131161                  | 1.1.87-<br>30.4.94  | Lloyd's                                  | Gary Peter Squires             |
| 15 | Federal-Mogul<br>Friction Products<br>Limited             | Ferodo Limited   | 00447826                  | 1.10.69-<br>1.10.72<br>1.10.73-<br>31.3.77<br>1.4.77-<br>30.4.94  | Royal<br><br>Lloyd's                     | Gary Peter Squires             |
| 16 | Federal-Mogul<br>Shoreham<br>Limited                      | Glacier Vandervell<br>Limited/ Vandervell<br>Limited   | 00359238                  | 1.5.88 -<br>30.4.91<br>(Vandervell<br>Limited)<br><br>1.5.91-<br>30.4.94<br>(Glacier-<br>Vandervell<br>Limited)   | Lloyd's                                  | Gary Peter Squires             |
| 17 | Federal-Mogul<br>Sealing Systems<br>(Rochdale)<br>Limited | TBA Composites<br>Limited / BIP Tools<br>Limited / Storeys<br>Decorative Products<br>Limited | 00399124                  | 1.10.69-<br>1.10.70<br>(BIP Group)<br><br>1.10.70-<br>1.10.71<br>(BIP Tools<br>Limited)<br><br>1.10.71-<br>1.10.72<br>(BIP Group)<br><br>1.10.73-<br>31.12.74<br>(BIP Tools<br>Limited)<br><br>1.1.83-<br>30.4.88<br>(Storeys<br>Decorative<br>Products<br>Limited)<br><br>1.5.93-<br>30.4.94 | Royal<br><br><br><br><br><br><br>Lloyd's | Alastair Paul<br>Beveridge     |



|    | Current Company Name                           | Name as appears on Policy                                 | Company Number | Period of Insurance  | Insurer                                  | Third Administrator     |
|----|--|---|----------------|--|--|-------------------------|
|    |  |   |                | (TBA Composites Limited)   |  |                         |
| 18 | Federal-Mogul Sealing Systems (Slough) Limited | Coopers Payen Limited / Coopers Mechanical Joints Limited | 00164204       | 1.9.72-1.10.72<br>(Coopers Mechanical Joints Limited)<br><br>1.10.73-31.3.77<br>(Coopers Mechanical Joints Limited)<br><br>1.4.77-31.12.79<br>(Coopers Mechanical Joints Limited)<br><br>1.1.80-30.4.94<br>(Coopers Payen Limited) | Royal<br><br><br><br><br><br><br>Lloyd's | Alastair Paul Beveridge |
| 19 | Federal-Mogul Sealing Systems Limited          | J Payen Limited / Payen International Limited             | 00204388       | 1.9.72-1.10.72<br>(J Payen Limited)<br><br>1.10.73-31.3.77<br>(J Payen Limited)<br><br>1.4.77-31.12.79<br>(J Payen Limited)<br><br>1.1.82-30.4.94<br>(Payen International Limited)   | Royal<br><br><br><br><br><br><br>Lloyd's | Gary Peter Squires      |

|    | <b>Current Company Name</b>             | <b>Name as appears on Policy</b>  | <b>Company Number</b> | <b>Period of Insurance</b>   | <b>Insurer</b>       | <b>Third Administrator</b> |
|----|---|---|-----------------------|--|----------------------|----------------------------|
| 20 | Federal-Mogul Sintered Products Limited | Brico Engineering Limited   | 00116952              | 1.1.88-30.4.94   | Lloyd's              | Gurpal Singh Johal         |
| 21 | Federal-Mogul Technology Limited        | T&N Technology Limited  | 00951424              | 1.1.88-30.4.94   | Lloyd's              | Gary Peter Squires         |
| 22 | Ferodo Caernarfon Limited               | Rembrandt Engravers Limited / Ferodo Caernarfon Limited                                 | 00986616              | 1.1.80-30.4.88<br>(Rembrandt Engravers Limited)<br><br>1.5.91-30.4.94<br>(Ferodo Caernarfon Limited)   | Lloyd's              | Gary Peter Squires         |
| 23 | Ferodo Limited                          | Econocruise Limited   | 00395385              | 1.1.88-30.4.91   | Lloyd's              | Gary Peter Squires         |
| 24 | Greet Limited                           | Tangye Limited  | 01591887              | 1.1.87-30.4.93   | Lloyd's              | Gary Peter Squires         |
| 25 | Halls Gaskets Limited                   | Halls Gaskets Limited   | 00622252              | 1.9.72-1.10.72<br><br>1.10.73-31.3.77<br><br>1.4.77-31.12.87   | Royal<br><br>Lloyd's | Gary Peter Squires         |
| 26 | Hepworth & Grandage Limited             | BIP Vinyls Limited/British Industrial Plastics Vinyls Limited/Extrudex Products Limited | 00347229              | 1.1.81-31.12.81<br>British Industrial Products Vinyls Limited<br><br>1.1.81-31.12.83<br>BIP Vinyls Limited<br><br>1.1.84-31.12.84<br>Extrudex Products Limited | Lloyd's              | Gary Peter Squires         |
| 27 | High Precision Equipment Limited        | High Precision Equipment Limited  | 00439874              | 1.1.88-30.4.89   | Lloyd's              | Gary Peter Squires         |
| 28 | J.W. Roberts Limited                    | J.W. Roberts Limited  | 00168882              | 1.10.69-1.10.72<br>1.10.73-  | Royal                | Gary Peter Squires         |

|    | Current Company Name               | Name as appears on Policy   | Company Number | Period of Insurance  | Insurer                              | Third Administrator |
|----|------------------------------------|---|----------------|--|--------------------------------------|---------------------|
|    |                                    |   |                | 31.12.73   |                                      |                     |
| 29 | Mantro Engineering Co. Limited     | Mantro Engineering Co. Limited  | 01196422       | 1.1.88-30.4.90   | Lloyd's                              | Gary Peter Squires  |
| 30 | Newalls Insulation Company Limited | Newalls Insulation and Chemical Company Limited / Newalls Insulation Company Limited              | 00237614       | 1.10.69-1.10.72 (Newalls Insulation and Chemical Company Limited)<br><br>1.10.73-31.12.73 (Newalls Insulation and Chemical Company Limited)<br><br>31.12.73-31.3.77 (Newalls Insulation Company Limited)<br><br>1.4.77-31.12.81 (Newalls Insulation Company Limited) | Royal<br><br><br><br><br><br>Lloyd's | Gary Peter Squires  |
| 31 | Presswork Components Limited       | Presswork Components Limited  | 00520854       | 31.12.76-31.3.77<br><br>1.4.77-30.4.93   | Royal<br>Lloyd's                     | Gary Peter Squires  |
| 32 | TAF International Limited          | Turners Asbestos Fibres Limited / TAF International Limited / TAF Publicity Services <sup>3</sup> | 00089658       | 1.10.69-1.10.72 (Turners Asbestos Fibres Limited)<br><br>1.10.73-31.3.77 (Turners Asbestos   | Royal<br><br><br>Lloyd's             | Gary Peter Squires  |

<sup>3</sup> TAF Publicity Services is named on the policy during the period 1.5.90 – 30.4.91. TAF Publicity Services is believed to have been a division of TAF International Limited.

|    | Current Company Name           | Name as appears on Policy  | Company Number | Period of Insurance  | Insurer  | Third Administrator |
|----|--------------------------------|--|----------------|--|--|---------------------|
|    |                                |  |                | Fibres Limited)<br><br>1.4.77-31.12.84 (Turners Asbestos Fibres Limited)<br><br>1.8.84-30.4.92 (TAF International Limited)   |  |                     |
| 33 | T&N Limited                    | Turner & Newall plc  | 163992         |  |  | Gary Peter Squires  |
| 34 | T&N Materials Research Limited | CL Whitaker and Company Limited / AMFU Limited/ T&N Materials Research Limited | 00563143       | 1.4.71-1.10.71 (CL Whitaker and Company Limited)<br><br>1.10.73-31.12.74 (CL Whitaker and Company Limited)<br><br>1.1.81-31.12.81 (AMFU Limited)<br><br>1.1.82 – 31.12.87 (T&N Materials Research Limited) | Royal<br><br><br><br><br><br><br><br><br>Lloyd's | Gary Peter Squires  |
| 35 | T&N Shelf Eighteen Limited     | AE Turbine Components (Leicester) Limited                                      | 00110444       | 1.1.88-30.4.89   | Lloyd's  | Gary Peter Squires  |
| 36 | T&N Shelf Five Limited         | BIP Speciality Resins Limited / BIP Reinforced Products Limited / BIP Group    | 00205578       | 1.10.69 – 1.10.70 (BIP Group)<br><br>1.10.70-1.10.71 BIP Reinforced Products   | Royal  | Gary Peter Squires  |

|    | Current Company Name                 | Name as appears on Policy   | Company Number | Period of Insurance   | Insurer | Third Administrator |
|----|--------------------------------------|---|----------------|---|---------|---------------------|
|    |                                      |   |                | Limited<br><b>1.10.71-1.10.72 (BIP Group)</b><br>1.10.73-31.12.74<br>BIP Reinforced Products Limited<br>1.5.93-30.4.94<br>BIP Speciality Resins Limited | Lloyd's |                     |
| 37 | T&N Shelf Four Limited               | Jonylon Limited   | 00928905       | 1.1.88-30.4.92  | Lloyd's | Gary Peter Squires  |
| 38 | T&N Shelf Fourteen Limited           | Coopers Filtration Limited / HTD Limited                              | 00272755       | 1.1.79-31.12.87 (Coopers Filtration Limited)<br>1.5.92-30.4.94 (HTD Limited)  | Lloyd's | Gary Peter Squires  |
| 39 | T&N Shelf Nine Limited <sup>4</sup>  | Hydra-Tight Limited   | 01119024       | 1.1.80-30.4.94  | Lloyd's | Gary Peter Squires  |
| 40 | T&N Shelf One Limited                | The Universal Metallic Packing Co Limited                             | 00180521       | 1.1.88-30.4.94  | Lloyd's | Gary Peter Squires  |
| 41 | T&N Shelf Seven Limited <sup>5</sup> | British Industrial Plastics Limited / BIP Chemicals Limited/BIP Group | 00081434       | <b>1.10.69-1.10.70 (BIP Group)</b><br>1.10.70-1.10.71 (British Industrial Plastics Limited)   | Royal   | Gary Peter Squires  |

<sup>4</sup> The Manufacturing, Pilgrim, Product Sales and Service Divisions are named on the policy for the period 1.5.93-30.4.94

<sup>5</sup> The Engineering, Moulding and Chemical divisions of British Industrial Plastics Limited are named on the policy during the period 31.12.74-31.12.82. The PVC division is named on the policy during the period 31.12.74-31.12.80 and the Sheet & Film division is named on the policy during the period 31.12.74-31.12.79.

|    | Current Company Name         | Name as appears on Policy                              | Company Number | Period of Insurance   | Insurer                                  | Third Administrator |
|----|------------------------------|--|----------------|---|--|---------------------|
|    |                              |  |                | 1.10.71-1.10.72 (BIP Group)<br><br>1.10.73-31.3.77 (British Industrial Plastics Limited)<br><br>1.4.77-30.12.82 (British Industrial Plastics Limited)<br><br>1.1.83-30.4.94 (BIP Chemicals Limited)       | Lloyd's                                  |                     |
| 42 | T&N Shelf Ten Limited        | Bolting Technology Limited / M McCarthy & Sons Limited | 00203438       | 16.10.73-31.12.74 (M McCarthy & Sons Limited)<br><br>31.12.75-31.3.77 (M McCarthy & Sons Limited)<br><br>1.4.77-31.12.87 (M McCarthy & Sons Limited)<br><br>1.9.88 - 30.4.92 (Bolting Technology Limited) | Royal<br><br><br><br><br><br><br>Lloyd's | Gary Peter Squires  |
| 43 | T&N Shelf Thirteen Limited   | Pilgrim Moorside Limited                               | 00559408       | 1.1.87-30.4.93  | Lloyd's                                  | Gary Peter Squires  |
| 44 | T&N Shelf Thirty-One Limited | Transprints (UK) Limited/Vandervell Limited            | 218236         | 1.1.80-31.12.84 (Transcripts UK Limited)<br><br>1.1.86-   | Lloyd's                                  | Gary Peter Squires  |

|    | Current Company Name     | Name as appears on Policy   | Company Number | Period of Insurance   | Insurer  | Third Administrator |
|----|--------------------------|---|----------------|---|--|---------------------|
|    |                          |   |                | 30.4.88<br>(Transcripts UK Limited)<br><br>1.5.91-30.4.94<br>(Vandervell Limited)   |  |                     |
| 45 | T&N Shelf Three Limited  | BIP Chemicals Limited   | 00542369       | 1.10.69-1.10.70<br>(BIP Group)<br><br>1.10.70-1.10.71<br>(BIP Chemicals Limited)<br><br>1.10.71-1.10.72<br>(BIP Group)<br><br>1.10.73-31.12.74<br>(BIP Chemicals Limited)   | Royal  | Gary Peter Squires  |
| 46 | T&N Shelf Twenty Limited | Flexitallic Gaskets (Wood Bros) Limited / Flexitallic Gaskets Limited / Flexitallic Limited | 00357221       | 1.9.72-1.10.72<br>(Flexitallic Gaskets (Wood Bros) Limited)<br><br>1.10.73-31.12.76<br>(Flexitallic Gaskets (Wood Bros) Limited)<br><br>31.12.76-31.3.77<br>(Flexitallic Gaskets Limited)<br><br>1.4.77-31.12.82<br>(Flexitallic Gaskets Limited)<br><br>1.1.83-30.4.94<br>(Flexitallic | Royal<br><br><br><br><br><br><br><br><br><br>Lloyd's | Gary Peter Squires  |

|    | Current Company Name                        | Name as appears on Policy   | Company Number | Period of Insurance  | Insurer                                  | Third Administrator |
|----|---|---|----------------|--|--|---------------------|
|    |   |   |                | Limited)   |  |                     |
| 47 | T&N Shelf Twenty-Five Limited <sup>6</sup>  | Briseham Engineering Company Limited/<br>Flexitallic Engineering Limited                    | 01087025       | 1.1.80-31.12.84<br>(Briseham Engineering Limited)<br><br>1.8.84-30.4.92<br>(Flexitallic Engineering Limited)   | Lloyd's                                  | Gary Peter Squires  |
| 48 | T&N Shelf Twenty-Four Limited               | Flexicarb Graphite Products Limited   | 00343160       | 1.5.90-30.4.92   | Lloyd's                                  | Gary Peter Squires  |
| 49 | T & N Shelf Twenty-One Limited              | TBA Sealing Materials Limited / Coopers Filters Limited                                     | 00376450       | 1.9.72-1.10.72<br>(Coopers Filters Limited)<br><br>1.10.73-31.3.77<br>(Coopers Filters Limited)<br><br>1.4.77-31.12.84<br>(Coopers Filters Limited)<br><br>1.5.93-30.4.94<br>(TBA Sealing Materials Limited) | Royal<br><br><br><br><br><br><br>Lloyd's | Gary Peter Squires  |
| 50 | T & N Shelf Twenty-Six Limited <sup>7</sup> | Turners Asbestos Cement Company Limited/ Tenmat Limited /TAC Construction Materials Limited | 00241356       | 1.10.69-1.10.70<br>(TAC Construction Materials Limited)<br><br>1.10.70-1.10.71<br>(Turners Asbestos Cement   | Royal                                    | Gary Peter Squires  |

<sup>6</sup> This company appears as Briseham Engraving Company Limited on the 1982 policy.

<sup>7</sup> The Arciex division of this company is named on the policy during the period 1.1.87-31.12.87.



|    | Current Company Name           | Name as appears on Policy   | Company Number | Period of Insurance  | Insurer              | Third Administrator |
|----|--------------------------------|---|----------------|--|----------------------|---------------------|
|    |                                |   |                | Company Limited)<br>1.10.71-<br>1.10.72<br>(TAC<br>Construction Materials Limited)<br>1.10.73-<br>31.3.77<br>(TAC<br>Construction Materials Limited)<br>1.4.77-<br>31.12.86<br>(TAC<br>Construction Materials Limited)<br>1.1.87-<br>30.4.94<br>(Tenmat Limited) | Lloyd's              |                     |
| 51 | T&N Shelf Twenty-Two Limited   | Flexitallic International Valve Engineering Limited                   | 00393100       | 1.1.83-<br>30.4.89   | Lloyd's              | Gary Peter Squires  |
| 52 | TBA Belting Limited            | TBA Belting Limited   | 00280117       | 1.1.85-<br>30.4.93   | Lloyd's              | Gary Peter Squires  |
| 53 | TBA Belting (Residual) Limited | T-Glass Fibres Limited/<br>The Streetly Manufacturing Company Limited | 00183045       | 1.10.70-<br>1.10.71<br>(The Streetly Manufacturing Company Limited)<br>1.10.73-<br>31.12.74<br>(The Streetly Manufacturing Company Limited)<br>1.1.83-<br>31.12.87<br>(T-Glass Fibres  | Royal<br><br>Lloyd's | Gary Peter Squires  |

|    | Current Company Name                         | Name as appears on Policy   | Company Number | Period of Insurance   | Insurer                  | Third Administrator |
|----|--|---|----------------|---|--------------------------|---------------------|
|    |  |   |                | Limited)  |                          |                     |
| 54 | TBA Industrial Products Limited <sup>8</sup> | Turners Brothers Asbestos Company Limited / TBA Industrial Products Limited | 00166685       | 1.10.69-1.10.72 (Turners Brothers Asbestos Cement Company Limited)<br><br>1.10.73-31.3.77 (TBA Industrial Products Limited)<br><br>1.4.77-30.4.94 (TBA Industrial Products Limited) | Royal<br><br><br>Lloyd's | Gary Peter Squires  |
| 55 | Telford Rubber Processors Limited            | Telford Rubber Processors Limited   | 00346115       | 1.1.79-31.12.87<br><br>1.1.88-30.4.92   | Lloyd's                  | Gary Peter Squires  |
| 56 | Touchdown Adhesive Products Limited          | Touchdown Adhesive Products Limited   | 01121844       | 31.3.78-31.12.84  | Lloyd's                  | Gary Peter Squires  |
| 57 | Vanwall Cars Limited                         | Flexitallic Controls Limited  | 00228399       | 1.1.83-31.12.87   | Lloyd's                  | Gary Peter Squires  |
| 58 | Wellworthy Limited                           | Wellworthy Limited  | 00310309       | 1.5.88-30.4.90  | Lloyd's                  | Gary Peter Squires  |

<sup>8</sup> The Textiles division of this company is named on the policy during period 1.5.93-30.4.94

## Appendix 2

### EL INSURERS' INDEMNITY RIGHTS

IN THE HIGH COURT OF JUSTICE

HC 02C01451

CHANCERY DIVISION

Before Mr. Justice Lawrence Collins

Thursday 22<sup>nd</sup> May 2003

BETWEEN:-

- (1) T&N LIMITED (In Administration)  
First Claimant/Part 20 Defendant
- (2) (ASSOCIATED COMPANIES OF T&N LIMITED  
(In Administration) identified in Schedule 5  
Second Claimant/Part 20 Defendant
- and
- (1) ROYAL & SUN ALLIANCE INSURANCE PLC  
First Defendant/Part 20 Claimant
- (2) BRIAN SMITH  
Second Defendant/Part 20 Claimant
- (3) ASSOCIATED COMPANIES OF T&N LIMITED  
(not in Administration) identified in Schedule 6  
Third Defendant
- (4) RONALD LAIDLER  
Fourth Defendant
- (5) THE MARINE INSURANCE COMPANY LIMITED  
Fifth Defendant/Part 20 Claimant
- and
- CURZON INSURANCE LIMITED  
Part 20 Defendant



## ORDER

UPON the trial of this action other than the issues raised by the First and Second Defendants' claims to be entitled to avoid the policies of employers' liability insurance that they issued to various of the Claimants

AND UPON the trial of the issue on the Second Defendant's Part 20 Claim as to whether the Second Defendant is entitled to the proceeds of the contracts of insurance ("the Curzon Policies") issued by the Part 20 Defendant ("Curzon") to the First Claimant and associated companies set out in paragraph 33(a) to (g) of the Part 20 Claim

AND UPON the trial of the action brought by Part 20 Claim by the Fifth Defendant ("Marine")

AND UPON hearing Leading Counsel for each of the Claimants, the First Defendant, the Second Defendant and Curzon, and Counsel for Marine

AND UPON receiving documentary and oral evidence IT IS DECLARED that:

- 1 the Pneumoconiosis Exclusion is not, on its proper construction, effective to exclude the First Defendant's liability to indemnify T&N in respect of claims involving diseases other than pneumoconiosis, as defined in the Pneumoconiosis Exclusion;
- 2 as regards the period of cover from 1 January 1972 to 31 March 1977, the First Defendant is not entitled to refuse indemnity under its policies of Employers' Liability insurance the subject of this action ("the Employers' Liability policy/policies") in respect of claims arising from any asbestos-related injury or disease by reason of either the Pneumoconiosis Exclusion or the Excess contained in the said policies;
- 3 (without prejudice to the First Defendant's claim to avoid the Employers' Liability Policies and subject to the resolution of that claim) as regards the period of cover from 1 January 1972 to 31 March 1977, the First Defendant is entitled to be indemnified by the Claimants and Third Defendants in this action HC 02C01451 and each of them in relation to any claim liability in respect of which is covered by an Employers' Liability Policy in respect of:
  - (a) all payments made in respect of such a claim where it arises from any asbestos-related injury or disease;
  - (b) the first £1,000 of all payments made in respect of any other such claim;
  - (c) all costs and expenses incurred by it in or in connection with the handling or investigation or negotiation or settlement or litigation of any claims which arise from or which is alleged by the claimant making such a claim to have arisen from any asbestos-related injury or disease.
4.
  - (a) the Second Defendant is not entitled to refuse indemnity under the Lloyd's Policies in respect of claims arising from asbestos-related injury or disease by reason of the Lloyd's Asbestos Clause (as defined at paragraph 27 of the Amended Particulars of Claim) and is not entitled to refuse indemnity under the Lloyd's Policies by reason of the 1997 Settlement Agreement;
  - (b) insofar as the Second Defendant is liable to indemnify pursuant to one or more of the Lloyd's policies, the company or companies whose liabilities the Second Defendant is liable to indemnify, and each of them, are obliged to pay the Second Defendant:
    - (i) the full cost and expense of handling and disposing of each claim for asbestosis or mesothelioma;

- (ii) the full cost and expense of handling and disposing of all other claims up to the amount of
  - (aa) £375,000 for the calendar year 1977
  - (bb) £587,250 for the calendar year 1978
  - (cc) £670,000 for the calendar year 1979
  - (dd) £722,500 for each of the calendar years 1980, 1981 and 1982
  - (ee) £650,000 for each of the calendar years 1983, 1984, 1985 and 1986
  - (ff) £700,000 for the calendar year 1987
  - (gg) £800,000 for the period 1<sup>st</sup> January to 30<sup>th</sup> April 1988
  - (hh) £1,250,000 for the period 1<sup>st</sup> May 1988 to 31<sup>st</sup> April 1989
  - (ii) £1,500,000 for the year 1<sup>st</sup> May 1989 to 30<sup>th</sup> April 1990
  - (jj) £2,000,000 for each of the years 1<sup>st</sup> May 1990 to 30<sup>th</sup> April 1991, 1<sup>st</sup> May 1991 to 30<sup>th</sup> April 1992 and 1<sup>st</sup> May 1992 to 30<sup>th</sup> April 1993
  - (kk) £2,500,000 for the year 1<sup>st</sup> May 1993 to 30<sup>th</sup> April 1994
  - (ll) £4,000,000 for the year 1<sup>st</sup> May 1994 to 30<sup>th</sup> April 1995.
- (c) Insofar as the non-asbestosis and non-mesothelioma claims in a policy period exceed the amount set out in the relevant sub-paragraph of paragraph (b)(ii) above ("the Excess"), the companies insured in that particular policy period ("the Insured Companies"), and each of them, are obliged to pay the Second Defendant a further premium in respect of that policy period, calculated at 100/75ths of the amount by which the claims exceed the Excess, subject to a maximum premium of the greater of:
  - (i) £75,000 or 0.2% of the amount spent by the Insured Companies in payment of wages to employees ("Wages") for each of the calendar years 1977 to 1982 inclusive;
  - (ii) £72,500 or 0.175% of Wages for each of the calendar years 1983 to 1987 inclusive and the policy period 1<sup>st</sup> January 1988 to 30<sup>th</sup> April 1988;
  - (iii) £250,000 or 0.225% of Wages for each of the policy periods 1<sup>st</sup> May to 30<sup>th</sup> April 1988/1989, 1989/1990, 1990/1991, 1991/1992, 1992/1993, 1993/1994 and 1994/1995.

5. the Second Defendant is not entitled, as against the Claimants and/or Curzon, to the proceeds of the Curzon Policies.

AND IT IS ORDERED THAT:

- A. the action commenced by Marine be dismissed with costs to be the subject of a detailed assessment, if not agreed.
- B. otherwise than as above, costs be reserved.

- C. the First and Second Defendants do have permission to appeal, save in relation to the issues relating to the 1997 Settlement Agreement; Marine's application for permission to appeal is refused.
- D. Notices of Appeal be filed by 4 pm on Friday 20<sup>th</sup> June 2003.
- E. a Case Management Conference, to be reserved to Lawrence Collins J., be listed, time-estimate 1 day, on the first available date mutually convenient to the parties after Friday 20<sup>th</sup> June 2003, at which the future conduct of the action is to be discussed and appropriate directions made and at which consideration will, in particular, be given to T&N's proposals, to be communicated by letter to the First and Second Defendants, as to the intended manner of its discharge of its disclosure obligations in relation to the First and Second Defendants' allegations that they are entitled to avoid the policies the subject of this action on the grounds of non-disclosure and/or misrepresentation, and the respective responses of the First and Second Defendants thereto.
- F. liberty to apply.

22nd May 2003

Counsel for Claimants

\_\_\_\_\_

Counsel for First Defendant

\_\_\_\_\_

Counsel for Second Defendants

\_\_\_\_\_

Counsel for Marine

\_\_\_\_\_

Counsel for Curzon

\_\_\_\_\_

*LA*

### Appendix 3

| Name of subsidiary company   | Name of TUPE purchasing company                       | Date of sale   | Number of employees transferred                  |
|--|---|--|--|
| The TBA Ballistics business of TBA Industrial Products Limited         | Highmark Manufacturing Company Limited                | 6 November 1998  | 8  |
| TBA Textiles business of TBA Industrial Products                       | Ferotec Textiles Limited and AN 084489529 PTY Limited | 15 October 1998  | 109  |
| TBA Belting Limited  | J H Fenner & Company Limited                          | 19 September 1995  | 97   |
| TBA Belting Limited  | Contitech Power Transmissions Systems Limited         | 30 March 1995  | 178  |
| TBA Industrial Products Limited  | PPG Glass Fibres Limited                              | 26 October 1997  | 363  |
| TBA Industrial Products Limited  | Norsk Hydro Polymers Limited                          | 1983   | Unknown  |
| Tenmat Limited (now known as T&N Shelf 26 Limited)                     | True Fortune Limited                                  | 4 August 1997  | 253  |
| TAC Construction Materials Limited (now known as T&N Shelf 26 Limited) | Eternit Building Products Limited ("Eternit")         | 28 April 1986<br><i>(Building products division sold to Eternit; T&amp;N acquired 49% of shares in Eternit)</i><br>23 August 1988<br><i>(T&amp;N sold 49% shareholding in Eternit)</i> | Widnes – 553<br>Tamworth – 178<br>Blackburn – 43 |

## Appendix 4

### IN THE COURT OF APPEAL

Appeal Court Reference No.2003/1378

[insert RSA appeal no]  
[insert Marine appeal no]

ON APPEAL FROM THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
BETWEEN

HC 02 C 01451

- 1) T & N LIMITED (In Administration)

First Claimant/Part 20 Defendant/Respondent

- 2) ASSOCIATED COMPANIES OF T & N LIMITED (In Administration)

Second Claimant/Part 20 Defendant /Respondent  
- and -

- 1) ROYAL & SUN ALLIANCE INSURANCE PLC

First Defendant/Part 20 Claimant/Appellant

- 2) BRIAN SMITH

Second Defendant/Part 20 Claimant/Appellant

- 3) ASSOCIATED COMPANIES OF T&N Limited (not in administration)

Third Defendant

- 4) RONALD LAIDLER AND COLIN LAIDLER (as executors of the estate of Ronald Laidler, on his own behalf and as representative claimant pursuant to the Order of Patten J dated 30 May 2002)

Fourth Defendant

- 5) THE MARINE INSURANCE COMPANY LIMITED

Fifth Defendant/Appellant

And

CURZON INSURANCE LIMITED

Part 20 Defendant/Respondent

---

CONSENT ORDER

---

In this Order the parties are referred to as follows:



1. The Claimants and Third Defendants in Action HC 02 C 01451 and all companies the subject of Claim No. 5798 and others (as listed in appendix 1) of 2001: Collectively, "T&N"
2. The First Defendant in Action HC 02 C 01451: "RSA"
3. The Second Defendant in Action HC 02 C 01451: "The Syndicate"
4. RSA and the Syndicate together: "the EL Insurers"
5. The Fourth Defendant in Action HC 02 C 01451: "Mr Laidler"
6. The Fifth Defendant in Action HC 02 C 01451: "Marine"
7. The Part 20 Defendant in Action HC 02 C 01451 other than T&N: "Curzon"

**WHEREAS:**

1. T&N, RSA, The Syndicate, Mr Laidler and Marine have agreed terms of settlement as between themselves as set out in the Schedule hereto ("the Terms of Settlement")
2. Curzon is not party to the Terms of the Settlement and no agreement has been reached between The Syndicate and Curzon
3. Nothing in this Order affects the Syndicate's appeal in respect of paragraph 5 of the Order of Lawrence Collins J dated 22<sup>nd</sup> May 2003 ("the Curzon Appeal"), which appeal (affecting only The Syndicate and Curzon) will remain outstanding after the making of this Order
4. In anticipation of finalisation of the Terms of Settlement, T&N proposed various Schemes of Arrangement pursuant to section 425 of the Companies Act 1985 ("the Schemes") which have been adopted by the requisite majority of creditors and sanctioned by the Court and are now effective

5. The Schemes create a Trust Fund ("the Fund") for the benefit of EL Claimants (as defined in the Schemes, and including the Fourth Defendant)<sup>9</sup>
6. The EL Insurers have paid the aggregate sum of £36.74 million ("the Agreed Sum") into an escrow account pending finalisation of this Order and the Terms of Settlement and payment of the Agreed Sum into the Fund pursuant thereto

**IT IS NOW ORDERED BY THE CONSENT OF T&N, RSA, Curzon, The Syndicate, Mr Laidler's Personal Representatives and Marine that:**

1. The appeals of RSA, the Syndicate and Marine against the Order of Lawrence Collins J dated 22<sup>nd</sup> May 2003 (but not the Curzon Appeal) be dismissed with no order as to costs

#### **THE SCHEDULE**

##### **Containing the Terms of Settlement**

**1 In full and final settlement**

- a. of all T&N's claims against the EL Insurers
  - i. in Action HC 02 C 01451 and / or
  - ii. in Claim No 5798 and Others (as listed in appendix 1) of 2001
- b. Of the appeals of RSA, the Syndicate and Marine against the Order of Lawrence Collins J dated 22<sup>nd</sup> May 2003 (but not the Curzon Appeal) and
- c. of all claims arising from Asbestos Exposure (as defined in the Schemes), which have been or might hereafter be made by T&N or others under or pursuant to the policies of employers' liability insurance the subject of Action HC 02 C 01451 ("the EL Policies"),

But without prejudice to the EL Insurers' contention set out in paragraph 2 below, the EL Insurers agree to pay the aggregate sum of £36.74 million ("the Agreed Sum"), currently held in escrow, into the Fund to be held by the trustees of the Fund on the terms of the Schemes, including, in particular, on the terms of the declaration of trusts contained therein.

- 2 Payment of the Agreed Sum is without prejudice to the EL Insurers' contention, as yet untried in Action HC 02 C 01451, to be entitled to avoid the EL Policies, which contention it is agreed the EL Insurers shall be entitled to reserve and retain to be pursued by them hereafter, if so advised, in the event that any person seeks to enforce any rights said to arise out of or under the EL Policies against the EL Insurers or either of them.
  - 3 Other than as provided for by the Schemes, each party will bear his own costs of and occasioned by Action HC 02 C 01451, Claim No 5798 and Others (as listed in appendix 1) of 2001 and the appeals of RSA, the Syndicate and Marine against the Order of Lawrence Collins J dated 22<sup>nd</sup> May 2003 (but not the Curzon Appeal).
-

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION

HC 02 C 01451

Mr Justice  
Day the day of 2006

BETWEEN

1) T & N LIMITED (In Administration)

First Claimant/Part 20 Defendant/Respondent

2) ASSOCIATED COMPANIES OF T & N LIMITED (In Administration)

Second Claimant/Part 20 Defendant /Respondent

- and -

1) ROYAL & SUN ALLIANCE INSURANCE PLC

First Defendant/Part 20 Claimant/Appellant

2) BRIAN SMITH

Second Defendant/Part 20 Claimant/Appellant

3) ASSOCIATED COMPANIES OF T&N Limited (not in administration)

Third Defendant

4) RONALD LAIDLER AND COLIN LAIDLER (as executors of the estate of  
Ronald Laidler, on his own behalf and as representative claimant pursuant to the  
Order of Patten J dated 30 May 2002)

Fourth Defendant

5) THE MARINE INSURANCE COMPANY LIMITED

Fifth Defendant/Appellant

And

CURZON INSURANCE LIMITED

Part 20 Defendant/Respondent

AND

IN THE HIGH COURT OF JUSTICE

Claim No. 5798 and others of 2001

CHANCERY DIVISION

COMPANIES COURT

IN THE MATTER OF T&N LIMITED (and others)

---

CONSENT ORDER

---

In this Order the parties are referred to as follows:

1. The Claimants and Third Defendants in Action HC 02 C 01451 and all companies the subject of Claim No. 5798 and others (as listed in appendix 1) of 2001: Collectively, "T&N"
2. The First Defendant in Action HC 02 C 01451: "RSA"
3. The Second Defendant in Action HC 02 C 01451: "The Syndicate"
4. RSA and the Syndicate together: "the EL Insurers"
5. The Fourth Defendant in Action HC 02 C 01451: "Mr Laidler"
6. The Fifth Defendant in Action HC 02 C 01451: "Marine"
7. The Part 20 Defendant in Action HC 02 C 01451 other than T&N: "Curzon"

**WHEREAS:**

1. The issues raised by the EL Insurers to be entitled to avoid the policies of employers' liability insurance that they issued to some of T&N are outstanding in these conjoined proceedings
2. T&N, RSA, The Syndicate, Mr Laidler and Marine (but not Curzon) have agreed terms of settlement as between themselves as set out in the Schedule hereto ("the Terms of Settlement")
3. In anticipation of finalisation of the Terms of Settlement, T&N proposed various Schemes of Arrangement pursuant to section 425 of the Companies Act 1985 ("the Schemes") which have been adopted by the requisite majority of creditors and sanctioned by the Court and are now effective

4. The Schemes create a Trust Fund ("the Fund") for the benefit of EL Claimants (as defined in the Schemes, and including the Fourth Defendant)
5. The EL Insurers have paid the aggregate sum of £36.74 million ("the Agreed Sum") into an escrow account pending finalisation of this Order and the Terms of Settlement and payment of the Agreed Sum into the Fund pursuant thereto

**IT IS NOW ORDERED BY THE CONSENT OF T&N, RSA, Curzon, The Syndicate, Mr Laidler's Personal Representatives and Marine that:** all further proceedings in

(1) Action HC 02 C 01451 and

(2) Claim No 5798 and Others (as listed in appendix 1) of 2001,

be stayed as between T&N, RSA, the Syndicate, Mr Laidler and Marine save for the purpose of enforcing the Terms of Settlement, as to which there be liberty to apply

#### THE SCHEDULE

##### Containing the Terms of Settlement

1. In full and final settlement

- a. of all T&N's claims against the EL Insurers
  - i. in Action HC 02 C 01451 and / or
  - ii. in Claim No 5798 and Others (as listed in appendix 1) of 2001
- b. Of the appeals of RSA, the Syndicate and Marine against the Order of Lawrence Collins J dated 22<sup>nd</sup> May 2003 (but not the Curzon Appeal) and
- c. of all claims arising from Asbestos Exposure (as defined in the Schemes), which have been or might hereafter be made by T&N or others under or pursuant to the policies of employers' liability insurance the subject of Action HC 02 C 01451 ("the EL Policies"),

But without prejudice to the EL Insurers' contention set out in paragraph 2 below, the EL Insurers agree to pay the aggregate sum of £36.74 million ("the Agreed Sum"), currently held in escrow, into the Fund to be held by the trustees of the Fund on the terms of the Schemes, including, in particular, on the terms of the declaration of trusts contained therein.

2. Payment of the Agreed Sum is without prejudice to the EL Insurers' contention, as yet untried in Action HC 02 C 01451, to be entitled to avoid the EL Policies, which contention it is agreed

the EL Insurers shall be entitled to reserve and retain to be pursued by them hereafter, if so advised, in the event that any person seeks to enforce any rights said to arise out of or under the EL Policies against the EL Insurers or either of them.

3. Other than as provided for by the Schemes, each party will bear his own costs of and occasioned by Action HC 02 C 01451, Claim No 5798 and Others (as listed in appendix 1) of 2001 and the appeals of RSA, the Syndicate and Marine against the Order of Lawrence Collins J dated 22<sup>nd</sup> May 2003 (but not the Curzon Appeal).

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

IN THE MATTER OF T&N LIMITED  
AND IN THE MATTER OF THE COMPANIES IN APPENDIX 1  
AND IN THE MATTER OF THE COMPANIES ACT 1985

---

SCHEMES OF ARRANGEMENT

(each scheme being in the same terms ("The EL Scheme") and each scheme  
being made under section 425 of the Companies Act 1985)

Between

T&N LIMITED or one of THE OTHER SCHEME COMPANIES

(as defined in the EL Scheme)

and

their respective EL CLAIMANTS

(as defined in the EL Scheme)

and

ROYAL & SUN ALLIANCE INSURANCE PLC

and

LLOYD'S SYNDICATE 45/177 FOR THE YEARS 1977-1995

---

7471397



**IN THE MATTER OF T&N LIMITED (AND THE OTHER SCHEME COMPANIES)**

**AND IN THE MATTER OF THE COMPANIES ACT 1985**

---

**DEFINITIONS AND INTERPRETATION SCHEDULE**

**RELATING TO THE EL SCHEMES, TRUST DEED AND TDP**

---

|                                |   |
|--------------------------------|---|
| Actual Legal Costs             | The reasonable legal costs paid in accordance with Clause 3.4 of the TDP.   |
| Additional Dividend            | The dividend calculated in accordance with Clause 3.3.2 of the TDP.   |
| Additional Dividend Percentage | The percentage to be applied to all Established Claims in order to pay an Additional Dividend in accordance with Clause 3.3.1 of the TDP.   |
| Administrators                 | The Administrators of T&N Limited and the other Scheme Companies listed in Appendix 1 to the EL Schemes and appointed pursuant to orders made on 1 October 2001, 30 January 2002 and 5 April 2002, or their replacements from time to time.   |
| Administration Orders          | The Administration Orders made in respect of the Scheme Proposing Companies, being made on 1 October 2001 save for Federal-Mogul Sunderland Limited and T&N Investments Limited in respect of which Administration Orders were made on 30 January 2002 and 5 April 2002 respectively  |
| Apportionment Formula          | $x = \frac{z}{y} \times 100 \%$ <p>where</p> <p>"x" is the percentage of the value for which the claim in respect of the EL Claim is allowed against the relevant Scheme Company.</p> <p>"y" is the total period for which the Injured Person was exposed to Asbestos, regardless of the identity of the person who exposed him.</p> <p>"z" is the total period (within the Cover Period) for which the Injured Person was exposed to Asbestos when in Employment with the relevant Scheme Company.</p> |
| Asbestos                       | <p>Asbestos in any form, including (1) Crocidolite, amosite, chrysotile, actinolite, anthrophyllite, talc, vermiculite, tremolite and any related minerals or materials;</p> <p>(2) any other minerals or other materials known or referred to (whether medically, scientifically, or in commercial usage) as 'asbestos' at any time; and</p> <p>(3) any compound, mixture, spray or product in any form containing any of the minerals or materials referred to in (1) or (2) above.</p>               |

|  |   |
|--|---|
| Asbestos Disease                         | Any injury, disease or condition caused partly or wholly by Asbestos Exposure including but not limited to those set out in column 1 of the table contained in Schedule 1 to the TDP.   |
| Asbestos Exposure                        | The use of and/or exposure to Asbestos.   |
| Contribution Claim                       | A claim (whether actual or contingent) pursuant to any right of contribution, subrogation or any analogous right, including pursuant to the Civil Liability (Contribution) Act 1978 or the Law Reform (Miscellaneous Provisions) Scotland Act 1940, in relation to Asbestos Exposure of an Injured Person during and in the course of his employment as an Employee and during the Cover Period, where T&N is jointly liable for the Asbestos Exposure, subject to common law principles in relation to contribution, where applicable. |
| Contribution Claimant                    | Person who has a Contribution Claim   |
| Core Objective                           | The objective contained in Clause 1.3 of the TDP.   |
| Costs Payment                            | A payment made in respect of medical or legal costs in accordance with Clauses 3.4.4 and 3.4.5 of the TDP.  |
| Court                                    | The High Court of Justice of England and Wales.   |
| Court Meeting or Meetings                | The meeting or meetings of EL Claimants convened pursuant to the order of the Court.  |
| Cover Period                             | 1 October 1969 to 30 April 1995 (both inclusive), save for EL Claims, Non Scheme EL Claims and TUPE Claims in each case alleging asbestosis, where the cover period is 1 January 1972 to 30 April 1995.   |
| CRU                                      | The Compensation Recovery Unit.   |
| CRU Claim                                | A claim brought by the CRU.   |
| Current Dependants                       | Persons who are Dependants at the Effective Date, or those who would be Dependants if the Injured Person were to die on the Effective Date.   |
| Current Relatives                        | Persons who are Relatives at the Effective Date, or those who would be Relatives if the Injured Person were to die on the Effective Date.   |
| Definitions and Interpretations Schedule | This schedule containing the definitions and interpretation provisions applicable to the EL Schemes, the Trust Deed, the TDP and the Explanatory Statement.   |
| Dependants                               | The meaning defined in section 1(3) of the Fatal Accidents Act 1976, save that where section 1(3) states "the deceased" these words shall be replaced with "the Injured Person".  |
| Disease Level                            | One of the Disease Levels set out in the table at Schedule 1 to the TDP.  |

|  |   |
|--|---|
| Dividend Percentage                    | The dividend payable under the Company Voluntary Arrangement of the relevant Scheme Company or Non Scheme Company, expressed as a percentage.   |
| Effective Date                         | In relation to each Scheme Company, the date on which the order sanctioning the EL Scheme is delivered to the Registrar of Companies.   |
| EL Claim                               | <p>A claim against the EL Insurers under the EL Policies arising out of a claim against a Scheme Company in relation to Asbestos Exposure to an Injured Person which occurred in the Cover Period and during and in the course of his employment as an Employee including but not limited to:</p> <p>(i) a claim by an Injured Person, or on behalf of his estate pursuant to the Administration of Estates Act 1925, the Damages (Scotland) Act 1976 or the Administration of Justice Act 1982, for damages and/or compensation for an Asbestos Disease, or a claim by the CRU in respect of such a claim; or</p> <p>(ii) a claim by a Contribution Claimant in respect of a claim as described in sub-paragraph (i) above or (iii) below; or</p> <p>(iii) a claim by or on behalf of a Current Dependant or by or on behalf of a Current Relative or by or on behalf of any person akin to a Current Dependant or Current Relative pursuant to any equivalent legislation wherever and whenever enacted,</p> <p>except in each case a claim where a TUPE Transfer of the Scheme Company's undertaking has occurred before the date of the Administration Orders (which will be a TUPE Claim).</p> |
| EL Claimant                            | A person who immediately prior to the EL Schemes taking effect has or may have at any time in the future an EL Claim, and who is a creditor within the meaning of section 425 of the Companies Act 1985, or a Non Scheme EL Claimant who is treated as being an EL Claimant pursuant to Clause 14 of the EL Schemes.  |
| EL Insurers                            | Royal & Sun Alliance Insurance Plc and Syndicate 45/177 at Lloyd's.   |
| EL Insurers' Indemnity Claims Document | The document prepared by EMB Consultancy LLP for the purpose of calculating the EL Insurer's Indemnity Rights by Principal Scheme Company, which was initialled by the parties on [ ].  |

|                                   |   |
|-----------------------------------|---|
| EL Insurers' Indemnity Rights     | The EL Insurers' rights to indemnity from the Scheme Companies in accordance with the Order of Mr. Justice Lawrence Collins dated 22 May 2003, a copy of which appears at Appendix 2 to the EL Schemes.   |
| EL Litigation                     | Action HC02 C 01451, ordinary application dated 17 May 2002 in claims Nos. 5798 and others of 2001, and appeal proceedings Nos. A3/2003/1254, 1374 and 1378.  |
| EL Policies                       | The employers' liability policies provided to some of the Scheme Proposing Companies and some of the Non Scheme Companies by the EL Insurers for the period, or some part of the period, between 1 October 1969 and 30 April 1995.  |
| EL Schemes/Schemes of Arrangement | The Schemes of Arrangement pursuant to section 425 of the Companies Act 1985 in their present form or with any modification or addition thereto approved or imposed by the Court and agreed by the relevant Scheme Company (acting by its Administrators) and the EL Insurers.  |
| Employee                          | Any person under a contract of service or apprenticeship with a Scheme Company or a Non Scheme Company, any student taking part in the Work Experience Scheme at the premises or place of business of a Scheme Company or a Non Scheme Company by reason of the Work Experience Act 1973, or person provided to such a company by a Local Authority under a Work Experience Programme Agreement or under a Youth Training Scheme or under a local authority youth training scheme, who is within the scope of such cover as is provided by the EL Policies. |
| Employment                        | Any period or periods of time during which a person is an Employee.   |
| Established Claim                 | A claim in respect of an EL Claim which has been admitted by the Trustees in accordance with the Trust Deed and the TDP.  |
| Expedited Review Admission Notice | The notice referred to in Clause 2.5.6 of the TDP.  |
| Expedited Review Process          | The process referred to at Clause 2.5 of the TDP.   |
| Expedited Review Rejection Notice | The notice referred to in Clause 2.5.7 of the TDP.  |
| Expedited Review Value            | Any of the values set out in the tables at Schedule 3 to the TDP concerning the Expedited Review Process.   |
| Explanatory Statement             | The document explaining the EL Schemes, the Trust Deed and the TDP.   |
| Extraordinary Dividend            | A dividend on top of the Additional Dividend and the Payment Percentage which is payable at the Trustee's discretion in accordance with Clause 3.3.3 of the TDP.  |

|                                    |  |
|------------------------------------|--|
| Extraordinary Dividend Percentage  | The percentage to be applied to all Established Claims in order to be able to pay an Extraordinary Dividend in accordance with Clause 3.3.3 of the TDP.  |
| Future FAA Claim                   | <p>A claim by or on behalf of a Dependant who is not a Current Dependant or a claim by or on behalf of a Relative who is not a Current Relative, or a claim by or on behalf of a person akin to a Dependant or Relative, pursuant to any equivalent legislation wherever and whenever enacted,</p> <p>(such person not having become a Dependant or Relative of the Injured Person, or a person akin to a Dependant or Relative of the Injured Person, before the Effective Date),</p> <p>where the Asbestos Exposure to the Injured Person occurred in the Cover Period and during and in the course of his employment as an Employee,</p> <p>except in each case where a TUPE Transfer of the Scheme Company's or Non Scheme Company's undertaking has occurred before the date of the Administration Orders (which will be a TUPE Claim).</p> |
| Future FAA Claimant                | A person with a Future FAA Claim.  |
| Helsinki Criteria                  | Asbestos, Asbestosis and Cancer: the Helsinki Criteria for diagnosis and attribution. Scand J. Work Environ Health 1997 23:311-6.  |
| Hercules Policy                    | The asbestos liability policy number CZ 7/96 ASB/096 dated 30 December 1996 and made between T&N and Curzon Insurance Limited.   |
| Indemnity Rights Dividend          | The dividend payable on the Indemnity Rights Sum in accordance with Clauses 9 and 11 of the EL Schemes and paid in accordance with Clauses 2.2.2(a) and 2.2.2(c) of the Trust Deed.  |
| Indemnity Rights Sum               | The sum of £18m agreed as the value of the EL Insurers' Indemnity Rights under the EL Schemes.   |
| Individual Review Admission Notice | The notice referred to in Clause 2.6.5 of the TDP.   |
| Individual Review Process          | The process referred to in Clause 2.6 of the TDP.  |
| Individual Review Rejection Notice | The notice referred to in Clause 2.6.7 of the TDP.   |
| Injured Person                     | Any person who suffers, at any time after commencement of the Cover Period, an Asbestos Disease caused partly or wholly by Asbestos Exposure.  |
| IP                                 | Insolvency Practitioner.   |

|                        |  |
|------------------------|--|
| Maximum Value          | Any of the maximum values set out in the tables at Schedule 3 to the TDP, concerning the Individual Review Process.  |
| Medical Expert         | The individual referred to in Clause 2.5.1 of the TDP.   |
| Non Scheme Company/ies | A company insured under any of the EL Policies which is not a Scheme Company, including any company in respect of which an EL Scheme was proposed but not sanctioned by the Court.   |
| Non Scheme EL Claim    | <p>A claim against the EL Insurers under the EL Policies arising out of:</p> <p>(a) a claim against a Non Scheme Company in relation to Asbestos Exposure to an Injured Person which occurred in the Cover Period and during and in the course of his employment as an Employee, including but not limited to:</p> <p>(i) a claim by an Injured Person, or on behalf of his estate pursuant to the Administration of Estates Act 1925, the Damages (Scotland) Act 1976 or the Administration of Justice Act 1982, for damages and/or compensation for an Asbestos Disease, or a claim by the CRU in respect of such a claim; or</p> <p>(ii) a claim by a Contribution Claimant in respect of a claim as described in sub-paragraph (i) above or (iii) below; or</p> <p>(iii) a claim by or on behalf of a Current Dependant or by or on behalf of a Current Relative or by or on behalf of any person akin to a Current Dependant or Current Relative pursuant to any equivalent legislation wherever and whenever enacted; or</p> <p>(iv) a claim by or on behalf of a Future FAA Claimant; or</p> <p>(v) a claim by any person, not being a Contribution Claimant at the Effective Date, who at any time after the Effective Date has any claim (whether actual or contingent) pursuant to any right of contribution, subrogation or any analogous right in relation to exposure to Asbestos of an Injured Person during and in the course of his employment as an Employee and during the Cover Period; and</p> <p>(b) any claim against a Scheme Company in relation to Asbestos Exposure to an Injured Person which occurred in the Cover Period and during and in the course of his employment as an Employee, which is not an EL Claim by an EL Claimant, including but not limited to:</p> |

|                            |  |
|----------------------------|--|
|                            | <p>(i) a claim by or on behalf of a Future FAA Claimant, or</p> <p>(ii) a claim by any person, not being a Contribution Claimant at the Effective Date, who at any time after the Effective Date has any claim (whether actual or contingent) pursuant to any right of contribution, subrogation or any analogous right in relation to exposure to Asbestos of an Injured Person during and in the course of his employment as an Employee and during the Cover Period, or</p> <p>(iii) a claim by the CRU; and</p> <p>c) a claim by a TUPE Employer against the EL Insurers or either of them arising from a TUPE Transfer by a Scheme Company or a Non Scheme Company where the TUPE Transfer occurs on or after the date of the Administration Orders, in so far as, for whatever reason, such claim may be possible or enforceable notwithstanding clause 5.3 of the EL Scheme;</p> <p>except in each case a claim where a TUPE Transfer of the Non Scheme Company's undertaking has occurred before the date of the Administration Orders (which will be a TUPE Claim).</p> |
| Non Scheme EL Claimant     | A person who has or may have at any time in the future a Non Scheme EL Claim.  |
| Payment Percentage         | The percentage to be applied to all Established Claims in accordance with Clause 3.4.1 of the TDP.   |
| Personal Representative    | The personal representative of an Injured Person pursuant to a grant of probate or letters of administration, whose powers as personal representative include making a claim in respect of an EL Claim or giving receipt for payment of an Established Claim, or the equivalent of a personal representative with such powers in any jurisdiction.   |
| Principal Scheme Companies | T&N Limited (whose company number is 00163992), JW Roberts Limited (whose company number is 00168882), Newalls Insulation Company Limited (whose company number is 00237614), T&N Shelf Twenty-Six Limited (whose company number is 00241356), TBA Industrial Products Limited (whose company number is 00166685), TBA Belting Limited (whose company number is 00280117) and Federal-Mogul Friction Products Limited (whose company number is 00447826).  |
| Proof of Claim             | The document under Clause 2.3 of the TDP to be lodged by EL Claimants with the Trustees.   |



|                                   |  |
|-----------------------------------|--|
| R3                                | The Association of Business Recovery Professionals.  |
| Relative                          | The meaning defined in Paragraph 1 of Schedule 1 of the Damages (Scotland) Act 1976 save that where Paragraph 1 of Schedule 1 states "the deceased" these words shall be replaced with "the Injured Person".   |
| Review Date                       | The date referred to in Clauses 3.1.3, 3.3.6, and 4.2.1 of the TDP.  |
| Scheme Company/ies                | A Scheme Proposing Company for which the EL Schemes are sanctioned by the Court and become effective on the Effective Date.  |
| Scheme Document                   | The document containing the EL Schemes and its appendices.   |
| Scheme Expert                     | The person carrying out the function of Expert in the EL Schemes.  |
| Scheme Proposing Company/ies      | A company or companies listed in Appendix 1 to the EL Schemes and proposing an EL Scheme.  |
| Settlement Sum                    | £36.74 million plus interest accrued thereon immediately prior to the Effective Date being held in an escrow account.  |
| Statutes                          | The Fatal Accidents Act 1976, the Law Reform (Miscellaneous Provisions) Act 1934, the Damages (Scotland) Act 1976, the Administration of Justice Act 1982, the Administration of Estates Act 1935, the Law Reform (Miscellaneous Provisions) Act Northern Ireland 1937 and the Fatal Accidents (Northern Ireland) Order 1977, or any equivalent legislation wherever and whenever enacted. |
| T&N                               | T&N Limited, whose company number is 00163992.   |
| TDP Expert                        | The person appointed to carry out the function of Expert under Clause 2.12 of the TDP.   |
| TDP/Trust Distribution Procedures | The Trust Distribution Procedures in relation to the EL Schemes.   |
| The 1930 Act                      | The Third Parties (Rights against Insurers) Act 1930.  |
| Transfer Date                     | The date on which the £36.74m is transferred from escrow to the Trustees.  |
| Trust                             | The Trust established pursuant to the EL Schemes and the Trust Deed.   |
| Trust Committee                   | The Committee established by the Trustees in accordance with Clause 8 of the Trust Deed.   |
| Trust Deed                        | The Trust Deed setting out the terms of the Trust.   |

|                    |   |
|--------------------|---|
| Trust Fund         | The Trust Fund established in accordance with Clause 4 of the EL Schemes and the Trust Deed.  |
| Trustees           | The trustees of the Trust in office from time to time.  |
| TUPE Claim         | A claim against an EL Insurer under the EL Policies by a TUPE Employer in relation to, or in respect of, a claim of a TUPE Employee for damages and/or compensation for an Asbestos Disease caused wholly or partly by Asbestos Exposure in the course of his employment as an Employee or, where the 1930 Act applies, such a claim brought against an EL Insurer by a TUPE Employee, where the exposure occurred in the Cover Period and was insured by the EL Policies or one of them, in all cases the relevant TUPE Transfer having occurred before the date of the Administration Orders, and including any claim by the CRU arising from such a claim. |
| TUPE Claim Amount  | The amount shown in the itemised breakdown given by the EL Insurers to the Trustees under Clause 12.1.4 of the EL Schemes in respect of a TUPE Claim.   |
| TUPE Claim Payment | Payment made in relation to a TUPE Claim determined by multiplying the TUPE Claim Amount by whichever is the greater of:<br>(i) the Dividend Percentage payable by T&N; or<br>(ii) the Dividend Percentage payable by the relevant Scheme Company or Non Scheme Company whose business was transferred pursuant to TUPE,<br>in each case the Dividend Percentage being that payable at time of notification of the TUPE Claim to the Trustees,<br>provided that in either case the dividend percentage shall be not less than 7%.   |
| TUPE Employee      | An Employee or former Employee of a Scheme Company or Non Scheme Company whose employment related rights have been transferred upon a TUPE Transfer.  |
| TUPE Employer      | An employer who has assumed employment-related liabilities upon a TUPE Transfer.  |
| TUPE Transfer      | A transfer of an undertaking subject to the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Transfer of Undertakings (Protection of Employment) Regulations 2006.   |
| UK Asbestos Trust  | The trust established pursuant to the UK Asbestos Trust documents referred to in the Company Voluntary Arrangements proposed for T&N and certain other companies.   |

|                      |   |
|----------------------|---|
| UK Asbestos Trustees | The Trustees of the UK Asbestos Trust appointed pursuant to the UK Asbestos Trust documents referred to in the Company Voluntary Arrangements proposed for T&N and certain other companies. |
| Values               | The Expedited Review Values and Maximum Values contained in Schedule 3 to the TDP.  |

### INTERPRETATION

- 1) In the Explanatory Statement, EL Schemes, Trust Deed, and TDP:
  - a) references to parts are to parts of the Scheme Documents;
  - b) references to Clauses are to Clauses of the documents in which they appear;
  - c) references to Sections are to Sections of the documents in which they appear;
  - d) references to appendices are to appendices of the EL Schemes;
  - e) references to a "person" include an individual, a body corporate, a corporation, a firm, association, partnership, joint venture, organisation, institute, trust or agency, whether or not having a separate legal personality;
  - f) the singular includes the plural and vice versa, and masculine includes feminine and neuter;
  - g) headings are for ease of reference only, and shall not affect the interpretation of the Scheme Documents;
  - h) references to a statute or statutory provision include any modification, amendment or revision thereto or any such provision contained in successor legislation;
  - i) references to monetary amounts are inclusive of VAT;
  - j) where a Non Scheme EL Claim is treated for the purposes of these EL Schemes as an EL Claim, references to "Scheme Company" shall, where appropriate read "Non Scheme Company".
- 2) In the case of inconsistency between the following documents, the prevailing documentation shall be:
  - a) the EL Schemes, where there is inconsistency between the EL Schemes and the Trust Deed;
  - b) the EL Schemes where there is inconsistency between the EL Schemes and the TDP;
  - c) the Trust Deed, where there is inconsistency between the Trust Deed and the TDP.
- 3) The EL Schemes, the Trust Deed and the TDP are intended to take effect simultaneously, and the EL Schemes and the Trust Deed may be taken into account in construing the TDP.

IN THE MATTER OF T&N LIMITED  
(AND THE OTHER SCHEME  
COMPANIES)

AND IN THE MATTER OF THE  
COMPANIES ACT 1985

---

DEFINITIONS AND INTERPRETATION  
SCHEDULE

RELATING TO THE EL SCHEMES,  
TRUST DEED AND TDP

---

53028.00082/7471461.01

No. 5826 of 2001  
IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT  
Mr. Justice David Richards

**IN THE MATTER OF FEDERAL-MOGUL  
BRADFORD LIMITED**

**AND IN THE MATTER OF THE COMPANIES  
ACT 1985**

---

**ORDER**

---

**Denton Wilde Sapte  
1 Fleet Place  
London EC4M 7WS  
Tel: 020 7242 1212**