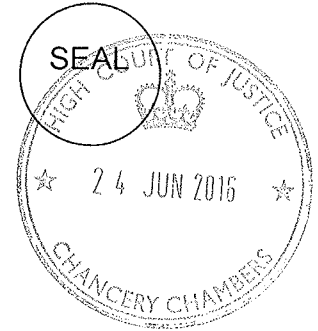


**Claim Form  
(CPR Part 8)**

<b>In the High Court of Justice Chancery Division</b>	
<b>Claim No.</b>	HC-2016-001020
<b>Fee Account no.</b>	PBA0087223

Claimant

**THE T&N ASBESTOS TRUSTEE COMPANY LIMITED of The Zenith Building,  
26 Spring Gardens, Manchester M2 1AB**



Defendant(s)

**N/A (pursuant to the Order of Chief Master Marsh dated 17 June 2016 given pursuant to CPR Rule 8.2A and paragraph 4.2 of Practice Direction 64B)**

Does your claim include any issues under the Human Rights Act 1998?  Yes  No

Details of claim (see also overleaf)

The Claimant, in its capacity as sole trustee of a trust (the "UK Asbestos Trust") established by a trust deed dated 10 October 2006 between T&N Limited, the Companies (as defined therein) and the Claimant (the "Trust Deed") for the purpose of paying holders of asbestos personal injury claims against T&N Limited and its affiliates, seeks the following relief:

- 1) Permission pursuant to CPR Rule 64.2(a)(ii) and paragraph 1(2)(b) of Practice Direction 64A to exercise its powers under clauses 6 and 7 of the Trust Deed to enter into an agreement with the Federal-Mogul Asbestos Personal Injury Trust in the form exhibited to the second witness statement of James Gleave dated 9 June 2016, pursuant to which:
  - (a) the Federal-Mogul Asbestos Personal Injury Trust and the Claimant agree to vary the 7.14%:4.76% split of net recoveries on an insurance policy known as the Hercules Policy as between the T&N Hercules Fund and the Chester Street Hercules Fund to an amended split of 9.916%:1.984%;

Defendant's name and address N/A

**CHIEF MASTER  
MARSH**

	£
Court fee	£480.00
Legal representative's costs	TBC
Issue date	24 June 2016

Claim no.

HC-2016-001020

Details of claim (*continued*)

- (b) the Claimant assigns all of its rights to net recoveries under the Hercules Policy to the Federal-Mogul Asbestos Personal Injury Trust; and
  - (c) the Federal-Mogul Asbestos Personal Injury Trust assigns to the Claimant for the benefit of the Chester Street Hercules Fund and the T&N Hercules Fund its reversionary interests in the Chester Street Fund and the Chester Street Hercules Fund (save that the whole of the reversionary interest in the Chester Street Hercules Fund will be held for the benefit of the T&N Hercules Fund).
- 2) Permission pursuant to CPR Rule 64.2(a)(ii) and paragraph 1 of Practice Direction 64B to exercise its powers under clause 19 of the Trust Deed and clause 8 of the related trust distribution procedures to amend the Trust Deed and related trust distribution procedures substantially in the manner of the draft amendments shown in red in the versions of those documents exhibited to the second witness statement of James Gleave dated 9 June 2016 in order:
- (a) to permit immediate and regular ongoing distributions on the Chester Street Fund reversionary interest;
  - (b) to calculate and distribute on the Chester Street Fund reversionary interest to each of the T&N Hercules Fund and the Chester Street Hercules Fund by reference to the value of claims actually received by each fund from time to time;
  - (c) to permit distributions to holders of claims against the UK Asbestos Trust ("**Trust Claimants**") from the T&N Hercules Fund and Chester Street Hercules Fund calculated on the basis that each fund already holds the funds that are projected to be distributed to them in future from the Chester Street Fund;
  - (d) to permit distributions to Trust Claimants from the T&N Hercules Fund and Chester Street Hercules Fund at the same time as those Trust Claimants receive their initial dividends from the T&N Fund or Chester Street Fund (as applicable) in an amount equal to what Trust Claimants would have received if the Commutation proceeds had been paid to the Claimant and immediately distributed by way of a single dividend, as well as to pay additional dividends to such Trust Claimants after five years, with catch-up dividends for Trust Claimants who have already received their initial dividends; and
  - (e) to abolish the requirement that the Claimant advertise for claims in national newspapers.
- 3) Further or other relief.
- 4) Liberty to apply.
- 5) The Claimant's costs be paid as UK Asbestos Trust Costs pursuant to clause 17.3 of the Trust Deed.

CPR Rule 64.3 applies to this claim.

**Statement of Truth**

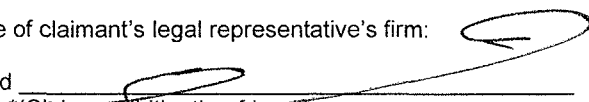
\*(I believe)(The Claimant believes) that the facts stated in these particulars of claim are true.

\* I am duly authorised by the claimant to sign this statement

Full name: James John Gleave

Name of claimant's legal representative's firm:

signed

  
~~\*(Claimant)(Litigation friend)~~  
(Claimant's legal representative)

position or office held: Director  
(if signing on behalf of firm or company)

WEIL:

*\*delete as appropriate*

Weil, Gotshal and Manges  
110 Fetter Lane  
London  
EC4A 1AY  
Ref: MJL/VB/77196.0003  
[Mark.Lawford@weil.com](mailto:Mark.Lawford@weil.com) / [Victoria.Burton@weil.com](mailto:Victoria.Burton@weil.com)

Claimant's or claimant's legal representative's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.