

Exhibit 8.3.15

STOCK OPTION AGREEMENT

Reorganized Federal-Mogul Corporation, a [Michigan] corporation (the "Company"), grants to José Maria Alapont (the "Optionee") on _____, 2006, which is a date as soon as practicable after the effective date of and pursuant to the _____ Joint Plan of Reorganization that was confirmed by the court in the jointly-administered Chapter 11 cases in the District of Delaware and docketed as Case No. 01-10578 (the "Plan") through an order entered _____, and before the Class A Common Stock of the Company is publicly traded, a non-qualified option (the "Option") to purchase from the Company the number of shares of its Class A Common Stock ("Stock") described below, at the exercise price per share described below and upon and subject to the terms and conditions set forth below. The date on which the Option is granted is referred to herein as the "Grant Date". Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Option Subject to Acceptance of Agreement. The Option shall be null and void unless the Optionee shall accept this Agreement by executing it in the space provided below and returning such original execution copy to the Company.

2. Number of Shares Subject to Option. Four million (4,000,000) shares of Class A Common Stock are subject to the Option, which is equivalent to four percent (4%) of the aggregate number of shares of Class A Common Stock and Class B Common Stock issued as of the Grant Date.

3. Option Exercise Price. The per share exercise price of the Option shall be \$19.50, which is equal to the fair market value of a share of Stock on the Grant Date as confirmed by the Bankruptcy Court in conjunction with the confirmation of the Plan.

4. Time and Manner of Exercise of Option.

4.1. Maximum Term of Option. In no event may the Option be exercised, in whole or in part, after _____, 2013, which is the date which is seven (7) years following the Grant Date (the "Expiration Date").

4.2. Exercise of Option. (a) Except as otherwise provided herein, the Option shall become exercisable with respect to twenty percent (20%) of the shares of Stock subject to the Option on March 23, 2006, which is the first anniversary of the Effective Date (as such term is defined in the Employment Agreement between the Company and the Optionee dated February 2, 2005 (the "Employment Agreement")), and with respect to an additional twenty percent (20%) of the shares of Stock subject to the Option on each of the next four (4) anniversaries of the Effective Date; provided, however, that the Option shall not become exercisable with respect to any of the shares of Stock subject to the Option prior to the Grant Date.

(b) If within the five-year period following the Effective Date (as such term is defined in the Employment Agreement), the Optionee's employment with the Company (i) terminates by reason of death or Disability (as such term is defined in the Employment Agreement), (ii) is terminated by the Company without Cause (as such term is defined in the Employment Agreement) or (iii) is terminated by the Executive for Good Reason (as such term is

