

**DII INDUSTRIES, LLC SILICA PI TRUST  
AMENDED AND RESTATED SILICA TRUST DISTRIBUTION PROCEDURES**

These Amended and Restated DII Industries, LLC Silica PI Trust Trust Distribution Procedures (the “Silica TDP”) contained herein provide for resolving all Silica Unsecured PI Trust Claims for which a Halliburton Entity or a Harbison-Walker Entity has legal responsibility, as provided in and required by the Debtors’ Joint Prepackaged Plan of Reorganization under Chapter 11 of the Bankruptcy Code (“Plan”) and the DII Industries, LLC Silica PI Trust Agreement (the “Silica PI Trust Agreement”). The Plan and Silica PI Trust Agreement establish the DII Industries, LLC Silica PI Trust (the “Silica PI Trust”). The Trustee shall implement and administer this Silica TDP in accordance with the Silica PI Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Definitive Uniform Glossary of Defined Terms for Plan Documents, filed of record in the Debtors’ Reorganization Cases on November 22, 2004 [Docket # 2086].

**SECTION 1**

**Introduction**

**1.1. Purpose**

This Silica TDP has been adopted pursuant to the Silica PI Trust Agreement. It is designed to provide fair, equitable, and substantially similar treatment for all Silica Unsecured PI Trust Claims that may presently exist or may arise in the future.

**1.2. Interpretation**

Nothing in this Silica TDP shall be deemed to create a substantive right for any claimant.

**SECTION 2**

**Overview**

**2.1. Silica PI Trust Goals**

The goal of the Silica PI Trust is to treat all claimants equitably. This Silica TDP furthers that goal by setting forth procedures for processing and paying claims generally on an impartial, first-in-first-out (“FIFO”) basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system.<sup>1</sup> To this end, the Silica TDP establishes a single schedule of four silica-related diseases (“Disease Levels”), each of which have presumptive medical and exposure requirements (“Medical/Exposure Criteria”) and specific liquidated values (“Scheduled Values”), and three of which have both anticipated average values (“Average Values”) and caps on their liquidated values (“Maximum Values”). The Disease Levels, Medical/Exposure

---

<sup>1</sup> As used in this Silica TDP, the phrase “in the tort system” shall include only claims asserted by way of litigation and not claims asserted against a trust established pursuant to the Bankruptcy Code or any other applicable law.

Criteria, Scheduled Values, Average Values, and Maximum Values, set forth in sections 4.3 and 4.4 below, have been selected and derived with the intention of achieving a fair allocation of the Silica PI Trust funds as among claimants suffering from different disease processes in light of the best available information considering the settlement history of the Halliburton Entities and the Harbison-Walker Entities and the rights claimants would have in the tort system absent the Reorganization Cases.

A claimant may assert separate Silica Unsecured PI Trust Claims against the Silica PI Trust based on separate exposures to respirable crystalline silica (a) as a result of the use of products manufactured or distributed by, or use of products in operations of, more than one of the Halliburton Entities or the Harbison-Walker Entities or (b) in silica-containing products manufactured or distributed by more than one of the Halliburton Entities or the Harbison-Walker Entities (the “Multiple Exposure Claims”); *provided, however*, that all such Multiple Exposure Claims must be filed by the claimant at the same time. Provided that a claimant can satisfy the medical and exposure criteria for recovery for multiple exposures, such claimant will be entitled to recover for each exposure proven. Under no circumstances, however, shall any claimant receive more than the full liquidated value of his or her claim, except that a claimant who meets the Medical/Exposure Criteria for both a Harbison-Walker Silica PI Trust Claim and a non-Harbison-Walker Silica PI Trust Claim may recover on both claims such value as determined under this Silica TDP. All Multiple Exposure Claims asserted under Disease Level I will be carefully reviewed by the Silica PI Trust in order to ensure that the purposes and mandate of the Silica PI Trust are fulfilled.

Nothing in this Silica TDP shall prevent a claimant with a claim in Disease Level IV (Complex Silicosis) from asserting a claim against both the Asbestos PI Trust and the Silica PI Trust; *provided, however*, that the claimant satisfies the applicable medical and exposure criteria for recovery under each respective TDP, and *provided further* that claimants asserting claims for mixed-dust pneumoconiosis may not recover from the Silica PI Trust, but must submit their claims to the Asbestos PI Trust. Claimants asserting claims in Disease Level III (Lung Cancer) may elect to recover either from the Asbestos PI Trust or the Silica PI Trust, but not both. A Disease Level I or II claimant who has previously submitted a claim to the Asbestos PI Trust and been paid on account of such claim may seek Individual Review of such claim if the claimant believes that recovery from both trusts is appropriate. In that event, the Trustee may determine on a case-by-case basis the appropriateness of permitting such claimant to submit a claim in Disease Level I or II (Silicosis or Severe Silicosis), provided that the claimant meets the relevant Medical/Exposure Criteria under this Silica TDP.

## **2.2. Silica Unsecured PI Trust Claim Liquidation Procedures**

Silica Unsecured PI Trust Claims shall be processed based on their place in the FIFO Processing Queue to be established pursuant to section 4.1(a) below. The Silica PI Trust shall take all reasonable steps to resolve and to pay Liquidated Silica PI Trust Claims, other than Qualifying Settled Silica PI Trust Claims, as efficiently and expeditiously as possible at each stage of claims processing and arbitration.

The Silica PI Trust shall liquidate all Silica Unsecured PI Trust Claims, other than Qualifying Settled Silica PI Trust Claims and Silica Final Judgment Claims, that meet the

presumptive Medical/Exposure Criteria of Disease Levels I–IV under the Expedited Review process described in section 4.3(a) herein. Claims involving Disease Levels I–IV that do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may undergo the Silica PI Trust’s Individual Review process described in section 4.3(b). In such a case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level, the Silica PI Trust can offer the claimant an amount up to the Scheduled Value of that Disease Level, if the Silica PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system.

Silica Unsecured PI Trust Claims involving Disease Levels II-IV tend to raise more complex valuation issues than the Silica Unsecured PI Trust Claims in Disease Level I. Accordingly, claimants holding claims involving these Disease Levels may seek to establish a liquidated value for the claim that is greater than its Scheduled Value by electing the Silica PI Trust’s Individual Review process. These claimants may elect to participate in Expedited Review first or go directly to Individual Review. However, if a claimant chooses to participate in Expedited Review and receives the Scheduled Value for his or her claims, such claimant may not then participate in Individual Review. The liquidated value of a more serious Disease Level II-IV claim that undergoes the Individual Review process for valuation purposes may be determined to be less than its Scheduled Value, and in any event shall not exceed the Maximum Value for the relevant Disease Level set forth in sections 4.3(b)(3) and 4.3(b)(4) below, unless the claim qualifies as an Extraordinary Claim as defined in section 4.4(a) below, in which case its liquidated value cannot exceed the Maximum Value specified in that provision for such claims.

The Scheduled Values and Maximum Values set forth in sections 4.3(b)(3) and 4.3(b)(4) have been established based upon the Halliburton Entities’ and the Harbison-Walker Entities’ claims settlement history in light of applicable tort law, and current projections of present and future unliquidated claims, for each of the three more serious Disease Levels that are eligible for Individual Review of their liquidated values, with the expectation that the combination of settlements at the Scheduled Values and those resulting from the Individual Review Process will approximate the Average Values also set forth in that provision.

All unresolved disputes over a claimant’s medical condition, exposure history and/or the liquidated value of the claim shall be subject to binding or non-binding arbitration as set forth in section 4.10 below, at the election of the claimant, under the ADR Procedures that are provided in Attachment A hereto, *provided, however*, that disputes over whether a claim is a Qualifying Settled Silica PI Trust Claim will be resolved pursuant to article 12.2 of the Plan. Silica Unsecured PI Trust Claims that are the subject of a dispute with the Silica PI Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in sections 4.11 and 6.6. However, if and when a claimant obtains a judgment in the tort system, the judgment will be payable as provided in section 6.7.

### **2.3. Indirect Silica Unsecured PI Trust Claims**

As set forth in section 4.5 below, Indirect Silica Unsecured PI Trust Claims, if any, shall be subject to the same categorization, evaluation, and payment provisions of this Silica TDP as all other Silica Unsecured PI Trust Claims.

## **2.4. Payment Percentage**

After the Liquidated Amount of a Silica PI Trust Claim is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, litigation in the tort system, or by settlement the claimant will ultimately receive a pro-rata share of that value based on a Payment Percentage (as defined in the Plan).

The Payment Percentage may subsequently be adjusted upwards or downwards from time to time by the Silica PI Trust with the consent of the Silica TAC and the Legal Representative to take into account the estimated value of then-pending and future claims and other relevant factors. The Trustee will calculate the Payment Percentage based on the assumption that the Average Values set forth in sections 4.3(b)(3) and 4.3(b)(4) will be achieved by the Silica PI Trust with respect to existing present claims and projected future claims involving Disease Levels II-IV. However, any adjustment to the Payment Percentage shall be made only pursuant to section 4.13. If the Payment Percentage is increased over time, claimants (i) whose claims are subject to the Payment Percentage, and (ii) who were paid in prior periods under the Silica TDP will not receive additional payments. Because there is uncertainty in the prediction of both the number and severity of future claims and the amount of the Silica PI Trust's assets, no guarantee can be made of the Payment Percentage that will be applied to a particular Silica Unsecured PI Trust Claim.

## **SECTION 3**

### **TDP Administration**

#### **3.1. Silica TAC and Legal Representative**

Pursuant to the Plan and the Silica PI Trust Agreement, the Silica PI Trust and this Silica TDP shall be administered by the Trustee in consultation with the Silica TAC and the Legal Representative. The Trustee shall obtain the consent of the Silica TAC and the Legal Representative on any amendments to this Silica TDP pursuant to section 7.1 below, and on such other matters as are otherwise required below and in section 2.2(f) of the Silica PI Trust Agreement. The Trustee shall also consult with the Silica TAC and the Legal Representative on such matters as are provided below and in section 2.2(e) and (f) of the Silica PI Trust Agreement. The initial members of the Silica TAC and the initial Legal Representative are identified in the Silica PI Trust Agreement.

#### **3.2. Consultation Procedures**

In those circumstances in which their consultation or consent is required, the Trustee will provide written notice to the Silica TAC and the Legal Representative of the specific amendment or other action that is proposed. The Trustee will not implement such amendment nor take such action unless and until the parties have engaged in the Consultation Process described in sections 5.7(a) and 6.6(a), or the Consent Process described in sections 5.7(b) and 6.6(b) of the Silica PI Trust Agreement, respectively.

## SECTION 4

### Resolution of Silica Unsecured PI Trust Claims

#### 4.1. Ordering, Processing, and Payment of Claims

##### 4.1(a) Ordering of Claims

##### 4.1(a)(1) Establishment of the FIFO Processing Queue

Other than Qualifying Settled Silica PI Trust Claims, which are addressed in section 4.2, the Silica PI Trust will order claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis except as otherwise provided herein (the “FIFO Processing Queue”). For all claims filed on or before the date six months after the DII Industries Effective Date (the “Initial Claims Filing Date”), a claimant’s position in the FIFO Processing Queue shall be determined as of the earlier of (i) the date prior to December 16, 2003 (the “DII Industries Petition Date”) that the specific claim was either filed against one or more of the Halliburton Entities or the Harbison-Walker Entities in the tort system or was actually submitted to one or more of the Halliburton Entities or the Harbison-Walker Entities pursuant to an administrative settlement agreement; (ii) the date before the DII Industries Petition Date that a claim was filed against another defendant in the tort system if at the time the claim was subject to a tolling agreement with one or more of the Halliburton Entities or the Harbison-Walker Entities; (iii) the date after the DII Industries Petition Date (if any) but before the effective date of the Plan (the “DII Industries Effective Date”) that the claim was filed against another defendant in the tort system; or (iv) the date after the DII Industries Effective Date but on or before the Initial Claims Filing Date that the claim was filed with the Silica PI Trust. Following the Initial Claims Filing Date, the claimant’s position in the FIFO Processing Queue shall be determined by the date the claim was filed with the Silica PI Trust. If any claims are filed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the silica-related disease. If any claims are filed and diagnosed on the same date, the claimant’s position in the FIFO Processing Queue shall be determined by the claimant’s date of birth, with older claimants given priority over younger claimants.

##### 4.1(a)(2) Effect of Statutes of Limitations and Repose

To be eligible for a place in the FIFO Processing Queue, a claim must meet either (i), for claims first filed in the tort system against one or more of the Halliburton Entities or the Harbison-Walker Entities prior to the DII Industries Petition Date, the applicable federal, state, and foreign statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, or (ii), for claims not filed against one or more of the Halliburton Entities or the Harbison-Walker Entities in the tort system prior to the DII Industries Petition Date, the applicable statute of limitation that was in effect at the time of the filing with Silica PI Trust. However, the running of the relevant statute of limitation shall be tolled as of the earliest of (A) the actual filing of the claim against one or more of the Halliburton Entities or the Harbison-Walker Entities prior to the DII Industries Petition Date, whether in the tort system or by submission of the claim to one or more of the Halliburton Entities or the Harbison-Walker Entities pursuant to an administrative settlement agreement; (B) the filing of the claim against

another defendant in the tort system prior to the DII Industries Petition Date if the claim was tolled against one or more of the Halliburton Entities or the Harbison-Walker Entities at the time by an agreement or otherwise; (C) the filing of a claim after the DII Industries Petition Date but prior to the DII Industries Effective Date against another defendant in the tort system; (D) the filing of a proof of claim with the requisite supporting documentation with the Silica PI Trust after the DII Industries Effective Date.

If a Silica Unsecured PI Trust Claim meets any of the tolling provisions described in the preceding sentence and the claim was not barred by the applicable statute of limitation at the time of the tolling event, it will be treated as timely filed if it is actually filed with the Silica PI Trust within three (3) years after the Silica PI Trust first began accepting claims. In addition, any claims that were first diagnosed after the DII Industries Petition Date, irrespective of the application of any relevant statute of limitation or repose, may be filed with the Silica PI Trust within three (3) years after the date of diagnosis or within three (3) years after the DII Industries Effective Date, whichever occurs later. However, the processing of any Silica Unsecured PI Trust Claim by the Silica PI Trust maybe deferred at the election of the claimant pursuant to section 5.3.

#### **4.1(b) Processing of Claims**

As a general practice, the Silica PI Trust will review its claims files on a regular basis. The Silica PI Trust will provide claimants with access to an electronic database to check the status of a claim.

#### **4.1(c) Payment of Claims**

Silica Unsecured PI Trust Claims that are Silica Final Judgment Claims, or that have been liquidated by the Expedited Review process as provided in section 4.3(a) below, by the Individual Review process as provided in section 4.3(b) below, by arbitration as provided in section 4.10 below, or by litigation in the tort system provided in section 4.11 below, shall be paid in FIFO order based on the date their liquidation became final (the “FIFO Payment Queue”).

Where the claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant’s representative, an offer made by the Silica PI Trust on the claim shall remain open so long as proceedings before that court or in that probate process remain pending, provided that the Silica PI Trust has been furnished with evidence that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant’s representative, the Silica PI Trust shall pay the claim in the amount so offered.

If any claims are liquidated on the same date, the claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant’s silica-related disease. If any claims are liquidated on the same date and the respective holders’ silica-related diseases were diagnosed on the same date, the position of those claims in the FIFO Payment

Queue shall be determined by the Silica PI Trust based on the dates of the claimants' birth, with older claimants given priority over younger claimants.

#### **4.2. Resolution of Qualifying Settled Silica PI Trust Claims**

Qualifying Settled Silica PI Trust Claims shall be paid by the Silica PI Trust pursuant to the terms of the Silica PI Trust Funding Agreement. Any dispute concerning whether a Settled Silica PI Trust Claim is a Qualifying Settled Silica PI Trust Claim shall be resolved between the Claimant and the Debtors or Reorganized Debtors in accordance with article 12.2 of the Plan. The Silica PI Trust shall not participate in such dispute and shall have no responsibility to pay a Settled Silica PI Trust Claim that has not been determined in accordance with the terms of the applicable Silica Claimant Settlement Agreement or the Plan to be a Qualifying Settled Silica PI Trust Claim.

#### **4.3. Resolution of Unliquidated Silica Unsecured PI Trust Claims**

Within six months after the establishment of the Silica PI Trust, the Trustee, with the consent of the Silica TAC and the Legal Representative, shall adopt procedures for reviewing and liquidating all unliquidated Silica Unsecured PI Trust Claims, which shall include deadlines for processing such claims. Such procedures shall also require that claimants seeking resolution of unliquidated Silica Unsecured PI Trust Claims first file a proof of claim form, together with the required supporting documentation, in accordance with the provisions of sections 5.1 and 5.2 below. It is anticipated that the Silica PI Trust shall provide an initial response to the claimant within six months of receiving the proof of claim form.

The proof of claim form shall require the claimant to assert his or her claim for the highest Disease Level for which the claim qualifies at the time of filing. The Silica PI Trust shall only consider the claim for Disease Level selected by the claimant, unless it is clear that the claim only qualifies for a lesser Disease Level.

Upon filing of a valid proof of claim form with the required supporting documentation, the claimant shall advise the Silica PI Trust whether the claim should be liquidated under the Expedited Review process described in section 4.3(a) below or, in certain circumstances, the Individual Review process described in section 4.3(b) below. The claimant shall then be placed in the FIFO Processing Queue in accordance with the ordering criteria described in section 4.1(a) above.

##### **4.3(a) Expedited Review Process**

###### **4.3(a)(1) In General**

The Silica PI Trust's Expedited Review process ("Expedited Review") is designed primarily to provide an expeditious, efficient, and inexpensive method for liquidating all claims, other than Multiple Exposure Claims, where the claim can easily be verified by the Silica PI Trust as meeting the presumptive Medical/Exposure Criteria for the relevant Disease Level. Expedited Review thus provides claimants with a substantially less burdensome process for pursuing Silica Unsecured PI Trust Claims than does the Individual Review process described in section 4.3(b) below. Expedited Review is also intended to provide qualifying claimants a fixed

and certain claims payment. Thus, claims that undergo Expedited Review and meet the presumptive Medical/Exposure Criteria for the relevant Disease Level shall be paid the Scheduled Value for such Disease Level set forth in section 4.3(a)(3) below. Claimants holding claims that cannot be liquidated by Expedited Review because they do not meet the presumptive Medical/Exposure Criteria for the relevant Disease Level may elect the Individual Review process set forth in section 4.3(b) below.

#### **4.3(a)(2) Claims Processing under Expedited Review**

All claimants seeking liquidation of their claims pursuant to Expedited Review shall file the Silica PI Trust's proof of claim form provided in Attachment B hereto. As a proof of claim form is reached in the FIFO Processing Queue, the Silica PI Trust shall determine whether the claim described therein meets the Medical/Exposure Criteria for one of the four Disease Levels eligible for Expedited Review, and shall advise the claimant of its determination. If a Disease Level is determined, the Silica PI Trust shall tender to the claimant an offer of payment of the Scheduled Value for the relevant Disease Level, together with a form of release approved by the Silica PI Trust. If the claimant accepts the Scheduled Value and returns the release properly executed, the claim shall be placed in the FIFO Payment Queue, following which the Silica PI Trust shall disburse payment.

#### **4.3(a)(3) Disease Levels, Scheduled Values, and Medical/Exposure Criteria**

The four Disease Levels covered by this Silica TDP, together with the Medical/Exposure Criteria for each and the separate Scheduled Values for the unliquidated Harbison-Walker Silica PI Trust Claims and for the unliquidated Silica Unsecured PI Trust Claims for which any of the Halliburton Entities or their predecessors other than Harbison-Walker (the "Non-Harbison-Walker Silica PI Trust Claims") have legal responsibility for the four Disease Levels eligible for Expedited Review, are set forth below. For those claimants who (i) vote to accept or reject the plan and (ii) file their claims with the Silica PI Trust on or before the Initial Claims Filing Date provided in section 4.1 above, these Disease Levels, Scheduled Values, and Medical/Exposure Criteria shall apply to all Silica Unsecured PI Trust Claims (except Qualifying Settled Silica PI Trust Claims) for which the claimant elects Expedited Review. Thereafter for purposes of administering Expedited Review and with the consent of the Silica TAC and the Legal Representative, the Trustee may add to, change, or eliminate Disease Levels, Scheduled Values, or Medical/Exposure Criteria; develop subcategories of Disease Levels, Scheduled Values or Medical/Exposure Criteria; or determine that a novel or exceptional silica personal-injury claim is compensable even though it does not meet the Medical/Exposure Criteria for any of the then-current Disease Levels.



**Schedule I—Non-Harbison-Walker Silica PI Trust Claims and  
Harbison-Walker Silica PI Trust Claims**

<b><u>Disease Level</u></b>	<b><u>Non-Harbison- Walker Silica PI Trust Claims/Harbison- Walker Silica PI Trust Claims</u></b>	<b><u>Medical Exposure Criteria</u></b>
Complex Silicosis (Level IV)	\$11,555/\$55,796	<p>(1) Diagnosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine of underlying bilateral silicosis based upon physical exam, physical history (including that of smoking), and x-ray, or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same</p> <p>(2) Diagnosis: (a) by a board-certified doctor of pulmonology of (i) tuberculosis, (ii) silicoproteinosis, or (iii) coalescence of silicotic opacities (PMF); or (b) by a board-certified doctor of rheumatology of (i) rheumatoid arthritis, (ii) scleroderma, or (iii) lupus or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same</p> <p>(3) Medical documentation: (a) from a board-certified doctor of pulmonology who examined the claimant stating that the tuberculosis, silico-proteinosis, or coalescence of silicotic opacities (PMF), as the case may be, was caused by exposure to silica or (b) from a board-certified rheumatologist who examined the claimant stating that the rheumatoid arthritis, scleroderma or lupus, as the case may be, was caused by exposure to silica, or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same</p> <p>(4) 10 years from first exposure to diagnosis</p> <p>(5) Significant Occupational Exposure</p> <p>(6) Company Exposure</p>

<u>Disease Level</u>	<b>Non-Harbison-Walker Silica PI Trust Claims/Harbison-Walker Silica PI Trust Claims</b>	<u>Medical Exposure Criteria</u>
Lung Cancer (Level III) <sup>2</sup>	\$5,330/\$25,737	<p>(1) Diagnosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine of underlying bilateral silicosis based upon physical exam, physical history (including that of smoking), and x-ray, or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same</p> <p>(2) Diagnosis by a board-certified doctor of pulmonology or oncology of primary lung cancer, based on physical examination, physical history (including that of smoking), and x-ray, or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same</p> <p>(3) Medical documentation stating that the claimant's lung cancer was caused by exposure to silica, or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same</p> <p>(4) 10 years from first exposure to diagnosis</p> <p>(5) Significant Occupational Exposure</p> <p>(6) Company Exposure</p>
Severe Silicosis (Level II)	\$3,500/\$11,000	<p>(1) Diagnosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine of bilateral silicosis based on physical examination and x-ray, or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same</p> <p>(2) 10 years from first exposure to diagnosis</p> <p>(3) ILO of 2/1 or greater, and round opacities of type p, q, or r involving, but not limited to, the upper lung lobes</p> <p>(4) FVC ≤ 65%, or FEVI ≤ 65%, or DLCOsb ≤ 60%</p> <p>(5) Significant Occupational Exposure</p>

<sup>2</sup> Assumes claimants are or were smokers; non-smokers may receive higher than the Scheduled Values through individual review process.

<u>Disease Level</u>	<u>Non-Harbison-Walker Silica PI Trust Claims/Harbison-Walker Silica PI Trust Claims</u>	<u>Medical Exposure Criteria</u>
Silicosis (Level I)	\$1,258/\$3,954	<p>6) Company Exposure</p> <p>(1) Diagnosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine, or occupational medicine of bilateral silicosis based on physical examination and x-ray, or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same</p> <p>(2) 10 years from first exposure to diagnosis</p> <p>(3) ILO of 1/0 or greater, and round opacities of type p, q or r involving, but not limited to, the upper lung lobes</p> <p>(4) FVC <math>\leq</math> 80%, or FEV1 <math>\leq</math> 75% with DLCOsb <math>\leq</math> 70%</p> <p>(5) Significant Occupational Exposure</p> <p>(6) Company Exposure</p>

#### **4.3(b) Individual Review Process**

##### **4.3(b)(1) In General**

##### **4.3(b)(1)(A) Disease Level I**

The Silica PI Trust’s Individual Review process (“Individual Review”) provides a claimant with an opportunity for individual consideration and evaluation of a Silica Unsecured PI Trust Claim (i) if the claim fails to meet the presumptive Medical/Exposure Criteria for Disease Level I or (ii) if the claimant previously had submitted a claim to the Asbestos PI Trust and been paid on account of such claim. In either case, the Silica PI Trust shall either deny the claim, or, if the Silica PI Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Silica PI Trust can offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level, unless the claim qualifies as an Extraordinary Claim as defined in section 4.4(a) below, in which case its liquidated value cannot exceed the Maximum Value for such a claim. The Trustee may, with consent of the Silica TAC and the Legal Representative, establish a filing fee requirement if necessary in light of the quality of Disease Level I claims submitted for Individual Review.

##### **4.3(b)(1)(B) Disease Levels II—IV**

Claimants holding claims in the four more serious Disease Levels II-IV shall be eligible to seek Individual Review of the liquidated value of their claims, as well as of their

medical/exposure evidence. The Individual Review process is intended to result in payments equal to the full liquidated value for each claim; however, the liquidated value of any Silica Unsecured PI Trust Claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels II-IV shall not exceed the Maximum Value for the relevant Disease Level set forth in section 4.3(b)(3) below, unless the claim meets the requirements of an Extraordinary Claim described in section 4.4(a) below, in which case its liquidated value cannot exceed the Maximum Value set forth in that provision for such claims. Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review process will ordinarily be paid the liquidated value of their Silica Unsecured PI Trust Claims later than would have been the case had the claimant elected the Expedited Review process.

**4.3(b)(2) Valuation Factors to be Considered in Individual Review**

The Silica PI Trust shall liquidate the value of each Silica Unsecured PI Trust Claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Silica PI Trust will thus take into consideration all of the factors that affect the severity of damages and values within the tort system including, but not limited to (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the claimant's damages were (or were not) caused by silica exposure and not asbestos, including Company Exposure as defined in section 4.7(c) below prior to December 31, 1982, (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; and (v) settlements, verdicts and the claimant's and other law firms' experience in the Claimant's Jurisdiction for similarly situated claims.

For these purposes, the "Claimant's Jurisdiction" is the jurisdiction in which the claim was filed (if at all) against one or more of the Halliburton Entities or the Harbison-Walker Entities in the tort system prior to the DII Industries Petition Date. If the claim was not filed against one or more of the Halliburton Entities or the Harbison-Walker Entities in the tort system prior to the DII Industries Petition Date, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis or when the claim is filed with the Silica PI Trust; or (ii) a jurisdiction in which the claimant experienced exposure to a silica-containing product or to conduct for which any of the Halliburton Entities or the Harbison-Walker Entities has legal responsibility.

**4.3(b)(3) Scheduled, Average, and Maximum Values (Non-Harbison-Walker Silica PI Trust Claims)**

The Scheduled, Average, and Maximum Values for all non-Harbison-Walker Silica PI Trust Claims other than non-Harbison-Walker Silica PI Trust Claims involving Silicosis (Disease Level I) are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u>	<u>Maximum Value</u>
Complex Silicosis (Level IV)	\$11,555	\$14,857	\$17,176
Lung Cancer (Level III)	\$5,330	\$6,853	\$17,176
Severe Silicosis (Level II)	\$3,500	\$3,700	\$18,137

The Silica PI Trust, after obtaining the consent of the Silica TAC and the Legal Representative pursuant to sections 5.7(b) and 6.6(b) of the Silica PI Trust Agreement, may change these valuation amounts for good cause, and consistent with other restrictions on the amendment power.

#### **4.3(b)(4) Scheduled, Average, and Maximum Values (Harbison-Walker Silica PI Trust Claims)**

The Scheduled, Average, and Maximum Values for all Harbison-Walker Silica PI Trust Claims other than those involving Silicosis (Disease Level I) are the following:

<u>Scheduled Disease</u>	<u>Scheduled Value</u>	<u>Average Value</u> <sup>3</sup>	<u>Maximum Value</u>
Complex Silicosis (Level IV)	\$55,796	\$71,643	\$82,824
Lung Cancer (Level III)	\$25,737	\$33,047	\$82,824
Severe Silicosis (Level II)	\$11,000	\$11,600	\$56,863

The Trustee of the Silica PI Trust, with the consent of the Silica TAC and the Legal Representative pursuant to sections 5.7(b) and 6.6(b) of the Silica PI Trust Agreement, may change these valuation amounts for good cause and consistent with other restrictions on the amendment power.

#### **4.4. Categorizing Claims as Extraordinary and/or Exigent Hardship**

##### **4.4(a)(1) Extraordinary Claims**

“Extraordinary Claim” means a Silica Unsecured PI Trust Claim that otherwise satisfies the Medical/Exposure Criteria for Disease Levels I-IV and that is held by a claimant whose exposure to silica (i) occurred primarily as a result of working in manufacturing facilities of one or more of the Halliburton Entities or the Harbison-Walker Entities or their predecessors during a period in which the Halliburton Entities or the Harbison-Walker Entities were manufacturing silica-containing products at the facility, provided that the claim is a tort claim that is not otherwise barred by a statutory workers’ compensation program, or (ii) was at least 75% the result of Company Exposure as defined in section 4.7(c) below, and there is little likelihood of a substantial recovery elsewhere. All such Extraordinary Claims shall be presented for Individual Review and, if valid, shall be entitled to an award of up to five (5) times the Scheduled Value for such claims.

<sup>3</sup> The Trustee, in evaluating these Silica PI Trust Claims, shall use his or her best efforts such that the amounts offered through Individual Review for each Disease Level shall annually arithmetically average the “Average Value” per claim set forth herein.

Any dispute as to Extraordinary Claim status shall be submitted to a special Extraordinary Claims Panel established by the Silica PI Trust with the consent of the Silica TAC and the Legal Representative. All decisions of the Extraordinary Claims Panel shall be final and not subject to any further administrative or judicial review.

An Extraordinary Claim, following its liquidation, shall be placed in the FIFO Payment Queue ahead of all other Silica Unsecured PI Trust Claims except Exigent Hardship Claims, which shall be first in said queue based on its date of liquidation.

#### **4.4(a)(2) Exigent Hardship Claims**

At any time the Silica PI Trust may liquidate and pay Silica Unsecured PI Trust Claims that qualify as Exigent Hardship Claims as defined below. Such claims may be considered separately no matter what the order of processing otherwise would have been under this Silica TDP. An Exigent Hardship Claim, following its liquidation, shall be placed first in the FIFO Payment Queue ahead of all other liquidated Silica Unsecured PI Trust Claims. A Silica Unsecured PI Trust Claim qualifies for payment as an Exigent Hardship Claim if the claim meets the Medical/Exposure Criteria for Severe Silicosis (Disease Level II) or Disease Levels III-IV, and the Silica PI Trust, in its sole discretion, determines (a) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (b) that there is a causal connection between the claimant's dire financial condition and the claimant's silica-related disease ("Exigent Hardship Claims").

#### **4.5. Secondary Exposure Claims**

If a claimant alleges a silica-related disease resulting solely from exposure to an occupationally exposed person, such as a family member, the claimant may seek Individual Review of his or her claim pursuant to section 4.3(b) above. The presumption, however, is that such an individual will not qualify for an award. In order to overcome that presumption, the individual must present evidence of exposure to respirable crystalline silica that is at least in an amount sufficient to cause the alleged disease. Further, the claimant must establish that the occupationally exposed person would have met the exposure requirements under this Silica TDP that would have been applicable had that person filed a direct claim against the Silica PI Trust. In addition, the claimant with secondary exposure must establish that he or she is suffering from one of the four Disease Levels described in section 4.3(b)(3) above or a silica-related disease otherwise compensable under this Silica TDP, and that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person experienced Company Exposure as defined in section 4.7(c) below, and that such secondary exposure to such occupationally exposed person was a cause of the claimed disease. The proof of claim form included in Attachment B hereto contains an additional section for secondary exposure claims. All other liquidation and payment rights and limitations under this Silica TDP shall be applicable to such claims. Secondary exposure claims are reviewable only under Individual Review.

## **4.6. Indirect Silica Unsecured PI Trust Claims**

### **4.6(a) In General**

Except as provided in section 4.6(b) below, Indirect Silica Unsecured PI Trust Claims that are asserted against the Silica PI Trust based upon theories of contribution or indemnification under applicable law may not be processed or paid by the Silica PI Trust unless the holder of such claim (the “Indirect Silica PI Trust Claimant”) establishes to the satisfaction of the Trustees that (a) the Indirect Silica PI Trust Claimant has paid in full obligations that the Silica PI Trust otherwise would have had to an individual claimant (the “Direct Silica PI Trust Claimant”), (b) the Silica PI Trust has been or shall be forever and fully released from all liability to both the Direct Silica PI Trust Claimant and the Indirect Silica PI Trust Claimant, and (c) the claim is not otherwise barred by a statute of limitation or repose or by other applicable non-bankruptcy law. In no event shall any Indirect Silica PI Trust Claimant have any rights against the Silica PI Trust superior to the rights of the related Direct Silica PI Trust Claimant against the Silica PI Trust, including any rights with respect to the timing, amount or manner of payment; *provided, however*, that, in addition, no Indirect Silica PI Trust Claim may be liquidated and paid in an amount that exceeds the lesser of (a) the amount the Direct Silica Claimant would have been entitled to recover from the Mica PI Trust had the Direct Silica Claimant asserted a claim against the Silica PI Trust or (b) the amount that the Indirect Silica PI Trust Claimant has actually paid the Direct Silica PI Trust Claimant.

Except as may be permitted after individual review, the Silica PI Trust shall not pay any Indirect Silica PI Trust Claimant unless and until the Indirect Silica PI Trust Claimant’s aggregate liability for the Direct Silica PI Trust Claimant’s claim has been fixed, liquidated, and paid by the Indirect Silica PI Trust Claimant by settlement (with an appropriate full release in favor of the Silica PI Trust) or a Final Order provided that such claim is valid under the applicable non-bankruptcy law. In any case where the Indirect Silica PI Trust Claimant has satisfied the claim of a Direct Silica PI Trust Claimant against the Silica PI Trust under applicable law by way of a settlement, the Indirect Silica PI Trust Claimant shall obtain for the benefit of the Silica PI Trust a release in form and substance satisfactory to the Trustee. The Trustee may develop and approve a separate proof of claim form for such Indirect Silica PI Trust Claims.

If an Indirect Silica PI Trust Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Silica PI Trust Claimant provide the Silica PI Trust with a full release of the Direct Silica PI Trust Claimant’s claim, the Indirect Silica PI Trust Claimant may request that the Silica PI Trust review the Indirect Silica Unsecured PI Trust Claim under its Individual Review Process to determine whether the Indirect Silica PI Trust Claimant can establish under applicable law that the Indirect Silica PI Trust Claimant has paid a liability or obligation that the Silica PI Trust would otherwise have to the Direct Silica PI Trust Claimant. If the Indirect Silica PI Trust Claimant can show that it has paid such a liability or obligation, the Silica PI Trust shall reimburse the Indirect Silica PI Trust Claimant the amount of the liability or obligation so satisfied subject to the terms and provisions of the Silica TDP. However, in no event shall such reimbursement to the Indirect Silica PI Trust Claimant be greater than the amount to which the Direct Silica PI Trust Claimant would have otherwise been entitled.

Any dispute between the Silica PI Trust and an Indirect Silica PI Trust Claimant over whether the Indirect Silica PI Trust Claimant has a right to reimbursement for any amount paid to a Direct Silica PI Trust Claimant shall be subject to the ADR procedures provided in section 4.10 below and set forth in Attachment A hereto. If such dispute is not resolved by said ADR procedures, the Indirect Silica PI Trust Claimant may litigate the dispute in a judicial forum pursuant to sections 4.11 and 6.6 below.

Indirect Silica Unsecured PI Trust Claims shall be processed in accordance with procedures to be developed and implemented by the Trustee, which procedures (a) shall determine the validity and enforceability of such claims; and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Silica PI Trust would have afforded the holders of the underlying claims had such claims been asserted or assertable against the Silica PI Trust.

#### **4.6(b) Certain Indemnification Claims**

In the case of a claim for indemnification that has been channeled to the Silica PI Trust pursuant to Article 10.3(a) of the Plan and that involves an underlying liability that is asserted by a current or past employee of a Halliburton Entity or a Harbison-Walker Entity against an indemnitee that is not directly assertable against a Halliburton Entity or Harbison-Walker Entity, the rights of the indemnitee Indirect Silica PI Trust Claimant shall be co-extensive with both the rights the employee would have had against the Silica PI Trust had the underlying related claim been compensable under this Silica TDP and with the limitations to which such claim would have been subject under this Silica TDP concerning the time and manner of its processing and payment.

Notwithstanding anything to the contrary in this section 4.6, the Silica PI Trust shall not assert as a defense to an Indirect Silica Unsecured PI Trust Claim brought by an indemnitee covered by this provision that the Silica PI Trust does not have liability to such indemnitee on the grounds that the current or former employee of a Halliburton Entity or Harbison-Walker Entity would have been precluded from asserting the underlying related claim against the Silica PI Trust.

### **4.7. Evidentiary Requirements**

#### **4.7(a) Medical Evidence**

##### **4.7(a)(1) In General**

All diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date of first exposure to silica or silica-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a ten-year latency period. A finding by a physician that a claimant's disease is "consistent with" or "compatible with" silicosis will not alone be treated by the Silica PI Trust as a diagnosis.



#### **4.7(a)(1)(A) Disease Levels I-II**

Except for claims filed against the Halliburton Entities and/or the Harbison-Walker Entities or another silica defendant in the tort system prior to the DII Industries Petition Date, all diagnoses of Silicosis and Severe Silicosis (Disease Levels I-II) shall be based, in the case of a claimant who was living at the time the claim was filed, upon a physical examination of the claimant by a board-certified doctor of pulmonology, internal medicine, or occupational medicine providing the diagnosis of bilateral silicosis. Claimants must also provide an x-ray reading by a certified B-reader or a CT scan read by a board-certified doctor of pulmonology showing silicosis or severe silicosis. In the case of a claimant who was deceased at the time the claim was filed, all diagnoses of silicosis or severe silicosis must be based upon (A) medical records by the board-certified doctor of pulmonology providing the diagnosis of bilateral silicosis, (B) pathological evidence provided by board-certified pathologist of the silica-related disease, or (C) either an x-ray reading by a qualified B-reader or a CT scan read by a board-certified doctor of pulmonology showing bilateral silicosis or severe silicosis. For claims in Disease Level I, claimants must provide meaningful and credible evidence of: (a) an ILO of 1/0 or greater and round opacities of type p, q, or r involving, but not limited to, the upper lung lobes; and (b) FVC  $\leq$  80%, or FEVI  $\leq$  75% with DLCOsb  $\leq$  70%. For claims in Disease Level II, claimants must provide meaningful and credible evidence of: (a) ILO of 2/1 or greater and round opacities of type p, q, or r involving, but not limited to, the upper lung lobes; and (b) FVC  $\leq$  65%, or FEVI  $\leq$  65%, or DLCOsb  $\leq$  60%.

#### **4.7(a)(1)(B) Disease Levels III IV**

Except for claims filed against the Halliburton Entities and/or the Harbison-Walker Entities or another silica defendant in the tort system prior to the DII Industries Petition Date, all diagnoses of Lung Cancer (Disease Level III) shall be based upon a diagnosis of underlying bilateral silicosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine based upon a physical examination of the claimant, a physical history (including history of smoking), and an x-ray reading (or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating that the claimant had underlying bilateral silicosis). Claimants must also provide (i) diagnosis of primary lung cancer, by a board-certified doctor of pulmonology or oncology, based upon a physical examination of the claimant, a physical history (including history of smoking), and an x-ray (or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating that the claimant had lung cancer, and (ii) medical documentation stating that the claimant's lung cancer was caused by exposure to silica (or, if the claimant is deceased, a pathology report indicating the same). All diagnoses of Complex Silicosis (Disease Level IV) shall be based upon (i) a diagnosis of underlying bilateral silicosis by a board-certified doctor of pulmonology, internal medicine, or occupational medicine based upon a physical examination of the claimant, a physical history, and an x-ray reading (or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating that the claimant had underlying bilateral silicosis), (ii) diagnosis of tuberculosis, coalescence of silicotic opacities (PMF), or silico-proteinosis by a board-certified doctor of pulmonology, based upon a physical examination of the claimant, a physical history, and an x-ray (or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating that the claimant had tuberculosis, PMF, or silico-proteinosis), or diagnosis of rheumatoid arthritis, scleroderma or lupus by a board-certified doctor of rheumatology, based upon a physical examination of the

claimant, a physical history, and an x-ray (or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating that the claimant had rheumatoid arthritis, scleroderma or lupus), and (iii) medical documentation stating that the claimant's complicating disease was caused by exposure to silica (or, if the claimant is deceased, a pathology report by a board-certified pathologist indicating the same).

#### **4.7(a)(1)(C) Treatment of Certain Pre-Petition Claims**

If the holder of a Silica Unsecured PI Trust Claim has available the medical evidence described in sections 4.7(a)(1)(A) and 4.7(a)(1)(B), or if the holder has filed such medical evidence with another silica-related personal injury settlement trust that requires such evidence, the holder shall provide such medical evidence to the Silica PI Trust notwithstanding the exceptions in sections 4.7(a)(1)(A) and 4.7(a)(1)(B).

#### **4.7(a)(2) Credibility of Medical Evidence**

Before making any payment to a claimant, the Silica PI Trust must have reasonable confidence that the medical evidence provided in support of the claim is competent medical evidence of a silica-related injury and is consistent with recognized medical standards. The Silica PI Trust may require the submission of x-rays, CT scans, detailed results of pulmonary function tests, laboratory tests, tissue samples, results of medical examination or reviews of other medical evidence, and may require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods and procedure to assure that such evidence is reliable.

Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to the Halliburton Entities or the Harbison-Walker Entities to settle for payment similar disease cases prior to the Debtors' Reorganization Cases, or (iii) a diagnosis by a physician shown to have previously qualified as a medical expert with respect to the silica-related disease in question before a state or federal judge, is presumptively reliable, as long as such evidence satisfies the Medical/Exposure Criteria and other evidentiary requirements of this Silica TDP, although the Silica PI Trust may seek to rebut the presumption. Notwithstanding anything else to the contrary herein, in the event the Silica PI Trust becomes aware of sworn testimony or findings by a court that demonstrate, in the sole discretion of the Trustee of the Silica PI Trust, that in support of a silica-related injury claim a physician has provided medical evidence of a silica-related disease in a manner inconsistent with recognized medical standards, there shall be no presumptive reliability of any medical evidence submitted by such physician, and the Silica PI Trust may audit or refuse altogether any medical evidence submitted by such physician. In addition, claimants who otherwise meet the requirements of this TDP for payment of a Silica Unsecured PI Trust Claim shall be paid without regard to the results of any litigation at anytime between the claimant and any other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than any findings of fact, a verdict, or a judgment, involving another defendant may be introduced by either the claimant or the Silica PI Trust in any Individual Review proceeding conducted pursuant to section 4.3(b) or any Extraordinary Claim proceeding conducted pursuant to section 4.4(a).

## **4.7(b) Exposure Evidence**

### **4.7(b)(1) In General**

As set forth in section 4.3(a)(3), to qualify for any Disease Level, the claimant must demonstrate by meaningful and credible evidence Significant Occupational Exposure and Company Exposure. Claims based on conspiracy theories that involve no exposure (a) to silica from the use of products manufactured or distributed by, or use of products in operations of, one or more than one of the Halliburton Entities or of the Harbison-Walker Entities or (b) to a silica-containing product supplied, specified, manufactured, installed, maintained, or repaired by one or more than one of the Halliburton Entities or Harbison-Walker Entities or one of their predecessors or predecessors in interest are not compensable under this Silica TDP. To meet the presumptive exposure requirements of Expedited Review set forth in section 4.3(a)(3) above, the claimant must show by credible evidence for all Disease Levels, Company Exposure as defined in section 4.7(c) below prior to December 31, 1982 and Significant Occupational Exposure as defined in section 4.7(b)(2) below, and a latency period of at least ten years. If the claimant cannot meet the relevant presumptive exposure requirements for a Disease Level eligible for Expedited Review, the claimant may seek Individual Review of his or her claim.

### **4.7(b)(2) Significant Occupational Exposure**

“Significant Occupational Exposure” means employment for a cumulative period of at least five (5) years with a minimum of two (2) years prior to December 31, 1982, in an industry and an occupation in which the claimant (i) handled respirable crystalline silica on a regular basis or engaged on a regular basis in sandblasting or sandblasting operations as a sandblaster’s helper, pot tender, or laborer specifically cleaning up from the sandblasting process, in such a manner that it was likely to result in the inhalation of respirable crystalline silica; (ii) fabricated silica-containing products so that the claimant in the fabrication process was exposed on a regular basis to respirable crystalline silica in a manner likely to result in the inhalation of respirable crystalline silica; (iii) altered, repaired, or otherwise worked with a silica-containing product such that the claimant was exposed on a regular basis to respirable crystalline silica in a manner likely to result in the inhalation of respirable crystalline silica; or (iv) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (i), (ii), and/or (iii), above in a manner which caused the claimant to be exposed on a regular basis to respirable crystalline silica and in a manner likely to result in the inhalation of respirable crystalline silica.

### **4.7(c) Company Exposure**

Company Exposure means meaningful and credible exposure of at least one year, which occurred prior to December 31, 1982, which exposure occurred as a result of (i) exposure to silica or silica-containing products supplied, specified, used, installed, or manufactured by the Harbison-Walker Entities or their predecessors or predecessors in interest, or by one or more of the Halliburton Entities or their predecessors, (ii) use on a regular basis of a product supplied, installed, or manufactured by the Harbison-Walker Entities or their predecessors or predecessors in interest, or by one or more of the Halliburton Entities or their predecessors and, with respect to both (i) and (ii), such exposure occurred in a manner likely to result in exposure of a type

described in section 4.7(b)(2)(iiv) above. That meaningful and credible exposure evidence must be established by:

- an affidavit, sworn deposition, or trial testimony that establishes by credible evidence that silica or silica-containing products supplied, specified, used, installed, or manufactured by a Halliburton Entity and/or a Harbison-Walker Entity or their predecessors or predecessors in interest, or products that were altered, repaired, or otherwise used in a manner likely to result in the inhalation of respirable crystalline silica, were present at the time of the alleged Significant Occupational Exposure; or
- sales, construction, employment, or other contemporaneous records that establishes by credible evidence that silica or silica-containing products supplied, specified, used, installed or manufactured by a Halliburton Entity and/or a Harbison-Walker Entity or their predecessors or predecessors in interest, or products that were altered, repaired, or otherwise used in a manner likely to result in the inhalation of respirable crystalline silica were present at the time of the alleged Significant Occupational Exposure.

#### **4.8. Claims Audit Program**

The Silica PI Trust, with the consent of the Silica TAC and the Legal Representative, may develop methods for auditing the reliability of medical evidence, including additional reading of x-rays, CT scans, and verification of pulmonary function tests. In the event that the Silica PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable medical evidence to the Silica PI Trust, it may decline to accept additional evidence from such provider in the future. Further, in the event that an audit reveals that fraudulent information has been provided to the Silica PI Trust, the Silica PI Trust may penalize any claimant or claimant's attorney by disallowing the Silica Unsecured PI Trust Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected claimants' Silica Unsecured PI Trust Claims, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court.

#### **4.9. Second Disease (Malignancy) Claims**

The holder of a Silica Unsecured PI Trust Claim involving Silicosis or Severe Silicosis (Disease Levels I—II) may file a new Silica Unsecured PI Trust Claim against the Silica PI Trust for Lung Cancer or Complex Silicosis (Disease Levels III—IV) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such malignant or complicating silica-related disease shall not be reduced by the amount paid for the non-malignant silica-related disease, provided that the malignant or complicating disease had not been diagnosed by the time the claimant was paid with respect to the original claim involving the non-malignant or non-complicating disease.

## **4.10. Arbitration**

### **4.10(a) Establishment of Alternative Dispute Resolution Procedures**

The Trustee of the Silica PI Trust, with the consent of the Silica TAC and the Legal Representative, shall institute binding and non-binding arbitration procedures in accordance with the Arbitration Dispute Resolution (“ADR”) Procedures included in Attachment A hereto whether the Silica PI Trust’s outright rejection or denial of a claim was proper, or whether the claimant’s medical condition or exposure history meets the requirements of this Silica TDP for purposes of categorizing a claim involving Disease Levels I-IV. Disputes over whether a Silica Unsecured PI Trust Claim is a Qualifying Settled Silica PI Trust Claim will be resolved pursuant to the terms of the applicable Asbestos/Silica PI Trust Claimant Settlement Agreement and the Plan. Binding and non-binding arbitration shall also be available for resolving disputes over the liquidated value of a claim involving Disease Levels II—IV. In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in section 4.7 above. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels II-IV, the arbitrator shall consider the same valuation factors that are set forth in section 4.3(b)(2) above. With respect to all claims eligible for arbitration, the claimant, but not the Silica PI Trust, may elect either non-binding or binding arbitration. The ADR Procedures set forth in Attachment A hereto may be modified by the Silica PI Trust with the consent of the Silica TAC and the Legal Representative. Such amendments may also include adoption of mediation procedures as well as establishment of an Extraordinary Claims Panel to review such claims pursuant to section 4.4(a) above.

### **4.10(b) Claims Eligible for Arbitration**

In order to be eligible for arbitration, the claimant must first complete the Individual Review process with respect to the disputed issue as well as either the Pro Bono Evaluation or the Mediation processes set forth in the ADR Procedures. Individual Review will be treated as completed for these purposes when the claim has been individually reviewed by the Silica PI Trust, the Silica PI Trust has made an offer on the claim, the claimant has rejected the liquidated value resulting from the Individual Review, and the claimant has notified the Silica PI Trust of the rejection in writing. Individual Review will also be treated as completed if the Silica PI Trust has rejected the claim.

### **4.10(c) Limitations on and Payment of Arbitration Awards**

In the case of a non-Extraordinary Claims involving Disease Level I, the arbitrator shall not return an award in excess of the Scheduled Value for such claim. In the case of a non-Extraordinary Claim involving Disease Levels II—IV, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as set forth in section 4.3(a)(3) above, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the Maximum Extraordinary Value for such a claim as set forth in section 4.4(a) above. A claimant who submits to arbitration and who accepts the orbital award will receive payments in the same manner as one who accepts the Silica PI Trust’s original valuation of the claim.

#### **4.10(d)Expedited Arbitration**

Notwithstanding Section 4.10(a) of the Silica TDP, the Trustee may permit expedited arbitration of claims involving disputes over the liquidated value offered a claimant through the Individual Review process set forth in Section 4.3(b). Expedited arbitration is only permitted for such disputes if the Trust and the claimant agree that the arbitration award is binding on the parties.

The effective date of expedited arbitration shall be May 1, 2008.

#### **4.11. Litigation**

Claimants who elect non-binding arbitration and then reject their arbitral awards retain the right to institute a lawsuit in a judicial forum against the Silica PI Trust pursuant to section 5.6 below. However, a claimant shall be eligible for payment of a judgment for monetary damages obtained in a judicial forum from the Silica PI Trust's available cash only as provided in section 5.7 below.

#### **4.12. Payment Percentage**

The Payment Percentage shall be (a) the Initial Payment Percentage with respect to all Qualifying Settled Silica PI Trust Claims and Silica Final Judgment Claims and (b) the Payment Percentage established by the Trustee of the Silica PI Trust with consent of the Legal Representative and Silica TAC with respect to all claims liquidated under the Silica TDP; *provided, however*, that such Payment Percentage shall not exceed the Initial Payment Percentage prior to the first (1st) anniversary of the Effective Date. As discussed herein, there is inherent uncertainty regarding the Halliburton Entities' and the Harbison-Walker Entities' total silica-related tort liabilities. Consequently, there is inherent uncertainty regarding the amounts that holders of those Silica PI Trust Claims will receive. To seek to ensure substantially equivalent treatment of all present and future claims, the Trustee shall determine from time to time the percentage of full liquidated value that holders of present and future Silica PI Trust Claims will be likely to receive from the Silica PI Trust, i.e., the "Payment Percentage" described in section 2.3 above and section 4.13 below.

#### **4.13. Applicability and Redetermination of Payment Percentage**

The Payment Percentage then in effect shall apply to all payments made from the Silica PI Trust to assure that such Silica PI Trust will be in a financial position to pay holders of present and future Silica PI Trust Claims in substantially the same manner. Any subsequent changes to the Payment Percentage shall require the consent of the Silica TAC and the Legal Representative. The Payment Percentage shall be subject to change pursuant to the terms of this Silica TDP and the Silica PI Trust if the Trustee determines that an adjustment is required. No less frequently than once every three (3) years, commencing with the first day of January occurring after the Plan is consummated, the Trustee shall reconsider the then-applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage, if necessary, with the consent of the Silica TAC and the Legal Representative. The Trustee also shall reconsider the then-applicable

Payment Percentage at shorter intervals if they deem such reconsideration to be appropriate or if requested to do so by the Silica TAC or the Legal Representative. The Trustee must base his or her determination of the Payment Percentage on current estimates of the number, types, and values of present and future Silica PI Trust Claims, the value of the assets then available to the Silica PI Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of Silica PI Trust funds to pay a comparable percentage of full value to all holders of Silica PI Trust Claims. When making these determinations, the Trustee shall exercise common sense and shall flexibly evaluate all relevant factors.

## **SECTION 5**

### **Claims Materials**

#### **5.1. Claims Materials**

The Silica PI Trust shall prepare suitable and efficient claims materials (“Claims Materials”), for all Silica Unsecured PI Trust Claims (other than Qualifying Settled Silica PI Trust Claims), and shall provide such Claims Materials upon a written request for such materials to the Silica PI Trust. The proof of claim form to be submitted to the Silica PI Trust shall require the claimant to assert the highest Disease Level for which the claim qualifies at the time of filing and shall require the claimant to identify the Halliburton Entities or the Harbison-Walker Entities his or her claim alleges liability against. The proof of claim form also shall include a certification by the claimant or his or her attorney under penalty of perjury sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. A copy of the proof of claim form to be used by the Silica PI Trust for unliquidated Silica Unsecured PI Trust Claims is included in Attachment B hereto. The proof of claim form may be changed by the Silica PI Trust with the consent of the Silica TAC and the Legal Representative.

#### **5.2. Content of Claims Materials**

The Claims Materials shall include a copy of this Silica TDP, such instructions as the Trustees shall approve, and a detailed proof of claim form. Instead of collecting some or all of the claims information from a claimant or the claimant’s attorney, the Silica PI Trust also may obtain such information from electronic data bases maintained by any other silica claims resolution organization. However, the Silica PI Trust shall inform the claimant that it plans to obtain information as available from such other organizations and may do so unless the claimant objects in writing or provides such information directly to the Silica PI Trust. If requested by the claimant, the Silica PI Trust shall accept information provided electronically. The claimant may, but will not be required to, provide the Silica PI Trust with evidence of recovery from other silica defendants and claims resolution organizations; provided, however, that in the case of Extraordinary Claims, the claimant shall provide the Silica PI Trust with evidence of recovery from other silica defendants and claims resolution organizations.

### **5.3. Withdrawal or Deferral of Claims**

A claimant can withdraw a Silica Unsecured PI Trust Claim at any time upon written notice to the Silica PI Trust and file another claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based upon the date of such subsequent filing. A claimant also can request that the processing of his or her Silica Unsecured PI Trust Claim by the Silica PI Trust be deferred for a period not to exceed three (3) years without affecting the status of the claim for statute of limitation purposes, in which case the claimant shall also retain his or her original place in the FIFO Processing Queue. At the end of the three-year deferral period, a claim that has not been reinstated by the claimant will be dismissed by the Trust, with notice of such dismissal given to the claimant; provided, however, that the claimant shall have up to one year following the dismissal to re-file the claim and any such re-filed claim after dismissal shall be given a place in the FIFO Processing Queue based upon the date of the re-filing. Except for Silica Unsecured PI Trust Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Silica PI Trust's offer is required, or a Silica Unsecured PI Trust Claim for which deferral status has been granted, a claim will be deemed to have been withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six months of the Silica PI Trust's offer of payment or rejection of the claim. Upon written request and good cause, the Silica PI Trust may extend the withdrawal or deferral period for an additional six months.

### **5.4. Filing Requirements and Fees**

The Trustee shall have the discretion to determine, with the consent of the Silica TAC and the Legal Representative, (a) whether a claimant must have previously filed a Silica Unsecured PI Trust Claim in the tort system to be eligible to file the claim with the Silica PI Trust and (b) whether a filing fee should be required for any Silica Unsecured PI Trust Claims.

## **SECTION 6**

### **General Guidelines for Liquidating and Paying Claims**

#### **6.1. Showing Required**

To establish a valid Silica Unsecured PI Trust Claim, a claimant must meet the requirements set forth in this Silica TDP. The Silica PI Trust may require the submission of x-rays, CT scans, laboratory tests, medical examinations or reviews, other medical evidence, or any other evidence to support or verify the claim, and may further require that medical evidence submitted comply with recognized medical standards regarding equipment, testing methods, and procedures to assure that such evidence is reliable.

#### **6.2. Costs Considered**

Notwithstanding any provisions of this Silica TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Silica Unsecured PI Trust Claims so that the payment of valid Silica Unsecured PI Trust Claims is not



further impaired by such processes with respect to issues related to the validity of the medical evidence supporting a Silica Unsecured PI Trust Claim. The Trustee also shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the Silica PI Trust so that valid Silica Unsecured PI Trust Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the Silica PI Trust whatever the costs, or to decline to accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the Claims Audit Program described in section 4.7 above.

### **6.3. Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity**

Consistent with the provisions hereof and subject to the FIFO Processing and Payment Queues, the Trustee shall proceed as quickly as possible to liquidate valid Silica Unsecured PI Trust Claims, and shall make payments to holders of such claims in accordance with this Silica TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner. Because the Silica PI Trust's income and value over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustee shall use his or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as Trustee, the purposes of the Silica PI Trust, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Silica PI Trust faces temporary periods of limited liquidity, the Trustee may, with the consent of the Silica TAC and the Legal Representative, suspend the normal order of payment and may temporarily limit or suspend payments altogether.

### **6.4. Punitive Damages**

In determining the value of any liquidated or unliquidated Silica Unsecured PI Trust Claim, punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system.

### **6.5. Interest**

Interest shall be paid on all Liquidated Silica Unsecured PI Trust Claims with respect to which the claimant has had to wait three (3) years or more for payment after the later of the DII Industries Effective Date or the date the claim was placed in the FIFO Payment Queue, *provided, however*, that no claimant shall receive interest for a period in excess of seven (7) years. Interest shall be simple and accrue at the one-year Treasury Bond rate in effect on January 1 of the year in which interest begins to accrue on the claim, and rate to be adjusted each January 1 to correspond to the one-year Treasury Bond rate. The applicable interest shall be calculated based on the liquidated value of the claim. Notwithstanding the foregoing, the Silica PI Trust shall not be obligated to pay interest on Qualifying Settled Silica Unsecured PI Trust Claims.

## **6.6. Suits in a Judicial Forum**

If the holder of a disputed claim disagrees with the Silica PI Trust's determination regarding the Disease Level of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has first submitted the claim to non-binding arbitration as provided in section 4.10 above, the holder may file a lawsuit in the Claimant's Jurisdiction as defined in section 4.3(b)(2) above or, in the case of the holder of an Indirect Silica Unsecured PI Trust Claim, in a court of competent jurisdiction in the United States. Any such lawsuit must be filed by the claimant in her or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses (including, with respect to the Silica PI Trust, all defenses which could have been asserted by a Halliburton Entity or Harbison-Walker Entity) shall be available to both sides at trial; *provided, however*, the Silica PI Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive at the time the initial prepetition complaint was filed or on the date the proof of claim was filed with the Silica PI Trust, the case will be treated as a personal injury case with all personal-injury damages to be considered even if the claimant has died during the pendency of the claim.

## **6.7. Payment of Judgments for Money Damages**

Silica Final Judgment Claims and other Silica Unsecured PI Trust Claims liquidated after the DII Industries Effective Date through judgment in a judicial forum shall be placed in the FIFO Payment Queue based on the date on which the judgment became final. Thereafter, a claimant whose claim was liquidated by final judgment after the DII Effective Date shall receive from the Silica PI Trust an initial payment of an amount equal to one-hundred percent (100%) of the greater of (i) the Silica PI Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration. Subject to the limitations set forth herein, the claimant shall receive the balance of the judgment, if any, in five equal installments in years six (6) through ten (10) following the year of the initial payment. Holders of Silica Final Judgment Claims shall be paid from the Silica PI Trust an amount equal to the Liquidated Amount of such claim. In the case of non-Extraordinary Claims involving Disease Level I, the total amounts paid with respect to such claims shall not exceed the relevant Scheduled Value for such Disease Levels as set forth above. In the case of claims involving a non-malignant silica-related disease that does not attain classification under Disease Level I, the amount payable shall not exceed the Scheduled Value for such Disease Level. In the case of non-Extraordinary Claims involving Disease Levels II–IV, the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in sections 4.3(b)(3) and 4.3(b)(4). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the Maximum Value for such claims set forth in section 4.4(a) above. Under no circumstances shall interest be paid pursuant to section 6.5 or under any statute on any judgments obtained in a judicial forum.

## **6.8. Releases**

The Trustee shall have the discretion to determine the form and substance of the releases to be provided to the Silica PI Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Silica PI Trust. As a condition to making any payment to a claimant, the Silica PI Trust

shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. Such release shall include language evidencing the assignment to the applicable Reorganized Debtor of any Direct Action which may be assertable on account of such Silica Unsecured PI Trust Claims. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant shall constitute such a release.

#### **6.9. Third-Party Services**

Nothing in this Silica TDP shall preclude the Silica PI Trust from contracting with another silica claims resolution organization to provide services to the Silica PI Trust so long as decisions about the categorization and liquidated value of Silica Unsecured PI Trust Claims are based on the relevant provisions of this Silica TDP, including the Disease Levels, Scheduled Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth above.

#### **6.10. Silica PI Trust Disclosure of Information**

Periodically, but not less often than once a year, the Silica PI Trust shall make available to claimants and other interested parties, the number of claims by disease levels that have been resolved both by Individual Review and by arbitration as well as by litigation in the tort system indicating the amounts of the awards and the averages of the awards by jurisdiction.

#### **6.11. Additional Payments to Level I Claimants**

If the Trustee determines that it is consistent with the Trustee's fiduciary duties and appropriate under applicable non-bankruptcy law to provide a remedy for persons asserting claims that satisfy all requirements for payment of a Disease Level I Claim except for the pulmonary function testing requirements ("Additional Level I Claimants"), the Trustee, with consent of the Silica TAC and Legal Representative, may make such payments ("Additional Level I Payments") in accordance with the provisions of this section 6.11 of this TDP.

No Additional Level I Payments shall be made until at least the end of the second anniversary of the Effective Date. In the event that the Trustee exercises his or her discretion to allow Additional Level I Payments, the Trustee has the sole discretion to determine the timing of such payments, although it is expected that such payments will be made near the end of the Trust's fiscal year. The Trustee also has the sole discretion to determine the number of such claims to be paid, provided that the aggregate of any such payments made in any given year following an anniversary of the Effective Date shall be limited to the difference between (a) the amount paid under the Silica PI Trust Note in such year and (b) the amounts paid to holders of Claims in Disease Levels I-IV during such year (excluding payments made to Additional Level I Claimants and holders of Qualifying Settled Silica PI Trust Claims).

Additional Level I Claimants are subject to the same restrictions as holders of claims in Disease Level I with respect to Individual Review (see section 4.3(b) of this Silica TDP), except that under no circumstances shall Additional Level I Claimants have their claims considered as Extraordinary Claims or Exigent Hardship Claims under sections 4.4(a)(1) or 4.4(a)(2) of this Silica TDP.

To qualify for an Additional Level I Payment under this section 6.11 of this Silica TDP, Additional Level I Claimants must meet all of the Medical/Exposure Criteria of Disease Level I (see sections 4.3(a)(3) and 4.7(a)(1)(A) of this Silica TDP), except that Additional Level I Claimants do not need to provide evidence of pulmonary function testing.

Additional Level I Claimants who (a) satisfy the Medical/Exposure Criteria of this section 6.11 of this Silica TDP, (b) comply with all other applicable provisions of this Silica TDP, and (c) satisfy any other conditions for liquidation and payment of their claims established by the Trustee in the Trustee's discretion may receive an Additional Level I Payment of up to \$1,258 for Non-Harbison-Walker Silica PI Trust Claims and \$1,977 for Harbison-Walker Silica PI Trust Claims. Such Additional Level I Payment is conditioned upon the Silica PI Trust having enough funds remaining at the end of the Calculation Period to make payments to Additional Level I Claimants.

An Additional Level I Claimant who submits a claim for Additional Level I Payment but is denied payment on the grounds that the claim does not qualify for payment under this provision may submit such claim to the Silica PI Trust for Individual Review. In such a case, the Silica PI Trust shall either deny the claim or, if the Silica PI Trust is satisfied that the Additional Level I Claimant has presented a claim that would be valid and cognizable in the tort system, the Silica PI Trust can offer the Additional Level I Claimant an amount up to \$250. The Trustee may, in his or her sole discretion, with respect to Additional Level I Claimants, impose a filing fee on Additional Level I Claimants who seek Individual Review of their claims.

An Additional Level I Claimant who receives an Additional Level I Payment under the terms of this section 6.11 of this Silica TDP may file a new Silica Unsecured PI Trust Claim against the Silica PI Trust for Severe Silicosis (Disease Level II), Lung Cancer (Disease Level III), or Complex Silicosis (Disease Level W) that is subsequently diagnosed. Any additional payments to which such claimant may be entitled with respect to such subsequently diagnosed disease shall not be reduced by the Additional Level I Payment amount, provided that the disease in Disease Level II, III, or IV had not been diagnosed by the time the Additional Level I Claimant had submitted his or her claim for an Additional Level I Payment.

In the event that the Trustee exercises his or her discretion to permit Additional Level I Payments, the Trustee, in consultation with the Silica TAC and the Legal Representative, shall implement appropriate measures to establish processing, ordering, and payment procedures that ensure the orderly, efficient, and equitable treatment of Additional Level I Claimants.

## **SECTION 7**

### **Miscellaneous**

#### **7.1. Amendments**

Except as otherwise provided herein, the Trustee may amend, modify, delete, or add to any provisions of this Silica TDP (including, without limitation, amendments to conform this Silica TDP to advances in scientific or medical knowledge or other changes in circumstances),

provided they first obtain the consent of the Silica TAC and the Legal Representative pursuant to the Consent Process set forth in sections 5.7(b) and 6.6(b) of the Silica PI Trust Agreement.

## **7.2. Severability**

Should any provision contained in this Silica TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Silica TDP. Should any provision contained in this Silica TDP be determined to be inconsistent with or contrary to any of the Harbison-Walker Entities' or the Halliburton Entities' obligations to any insurance company providing insurance coverage to any of the Harbison-Walker Entities or the Halliburton Entities in respect of claims for personal injury based on Company Exposure, the Silica PI Trust with the consent of the Silica TAC and the Legal Representative may amend this TDP and/or the Silica PI Trust Agreement to make the provisions of either or both documents consistent with the duties and obligations of any of the Halliburton Entities or the Harbison-Walker Entities to such insurance company.

## **7.3. Governing Law**

Except for purposes of determining the Liquidated Amount of any Silica Unsecured PI Trust Claim, administration of this Silica TDP shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania. The law governing the liquidation of Silica Unsecured PI Trust Claims in the case of Individual Review, arbitration or litigation in the tort system shall be the law of the Claimant's Jurisdiction as determined in accordance with section 4.3(b)(2) above.

1956369.3