

**THE OWENS CORNING/FIBREBOARD ASBESTOS  
PERSONAL INJURY TRUST  
RESOLUTION**

During a regular meeting of the Owens Corning/Fibreboard Asbestos Personal Injury Trust (the "PI Trust"), held on January 17, 2012, the Trustees unanimously adopted the following resolution:

**WHEREAS**, Section 8.1 of the Trust Distribution Procedures (the "TDP") and Section 2.2(f)(xii) of the Owens Corning/Fibreboard Personal Injury Trust Agreement (the "Trust Agreement") permit amendment to the TDP with the consent of the Trust Advisory committee (the "TAC") and the Future Claimants Representative (the "FCR").

**WHEREAS**, Sections 3.1 and 3.2 of the TDP establish a procedure for consulting with the TAC and FCR and procedures for obtaining consent of the TAC and FCR by the Trust regarding any action amending the TDP and the implementation of such changes.

**WHEREAS**, the Trust has complied with the requirements of the above Sections of the TDP and the Trust Agreement and has obtained the consent of the TAC and FCR for the following changes to the TDP.

**WHEREAS**, the Section 4.3 of the TDP will be changed to state as follows<sup>1</sup>:

**4.3 Applicability of the Payment Percentage.** Except as set forth below in this Section 4.3 with respect to supplemental payments, no holder of a PI Trust Voting Claim other than a PI Trust Voting Claim for Other Asbestos Disease (Disease Level I - Cash Discount Payment) as defined in Section 5.3(a)(3) below shall receive a payment that exceeds the PI Trust's determination of the Initial Payment Percentage for the relevant Sub-Account of the liquidated value of the claim. Except as otherwise provided (a) in Section 5.1(c) below for PI Trust Claims involving deceased or incompetent claimants for which court or probate approval of the PI Trust's offer is required and (b) in the paragraph below with respect to Released Claims, no holder of any other PI Trust Claim shall receive a payment that exceeds the Payment Percentage for the respective Sub-Account in effect at the time of payment; provided, however, that if there is a reduction in the Payment Percentage for a Sub-Account, the Trustees, in their sole discretion, may cause the PI Trust to pay a PI Trust Claim based on the Payment Percentage that was in effect prior to the reduction if such PI Trust Claim was filed and actionable with the PI Trust with respect to such Sub-Account ninety (90) days or more prior to the date the Trustees proposed the new Payment Percentage in writing to the TAC and the Future Claimants' Representative (the "Proposal Date") and the processing of such claim was unreasonably delayed due to circumstances beyond the control of the claimant or the claimant's counsel, but

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<sup>1</sup> See the attached redlined version showing these changes, incorporated and marked as Exhibit A.

only if such claim had no deficiencies for the ninety (90) days prior to the Proposal Date. PI Trust Claims involving Other Asbestos Disease (Disease Level I - Cash Discount Payment) shall not be subject to such Sub-Account's Payment Percentage, but shall instead be paid the full amount of their Scheduled Value as set forth in Section 5.3(a)(3) below.

If a redetermination of the respective Sub-Account's Payment Percentage has been proposed in writing by the Trustees to the TAC and the Future Claimants' Representative but has not yet been adopted, the claimant shall receive the lower of such Sub-Account's current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage for such Sub-Account was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage for such Sub-Account was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount. Notwithstanding anything contained herein, if the proposed Payment Percentage for a Sub-Account is lower than the current Payment Percentage for such Sub-Account, a claimant whose PI Trust Claim was liquidated prior to the Proposal Date and who either (a) transmitted<sup>2</sup> an executed release to the PI Trust prior to the Proposal Date or (b) with respect to those claimants who had received releases fewer than thirty (30) days prior to the Proposal Date, transmitted an executed release to the PI Trust within thirty (30) days of the claimant's receipt of the release (the claims described in (a) and (b) are collectively referred to here in as the "Released Claims") shall be paid based on the current Payment Percentage (the "Released Claims Payment Percentage"). For purposes hereof, (a) a claimant represented by counsel shall be deemed to have received a release on the date that the claimant's counsel receives the release, (b) if the PI Trust transmits a release electronically, the release shall be deemed to have been received on the date the PI Trust transmits the offer notification, and (c) if the PI Trust places the release in the U.S. mail, postage prepaid, the release shall be deemed to have been received three (3) business days after such mailing date. A delay in the payment of the Released Claims for any reason, including delays resulting from limitations on payment amounts in a given year pursuant to Sections 2.4 and 2.5 hereof, shall not affect the rights of the holders of the Released Claims to be paid based on the Released Claims Payment Percentage.

At least thirty (30) days prior to proposing in writing to the TAC and the Future Claimants' Representative a change in the Payment Percentage for a Sub-Account, the Trustees shall issue a written notice to claimants or claimants' counsel indicating that the Trustees are reconsidering such Payment Percentage.

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<sup>2</sup> For purposes of this sentence, "transmitted" is defined as the date/time postmarked if submitted by mail or the date/time uploaded if submitted electronically.

There is uncertainty surrounding the amount of the PI Trust's future assets. There is also uncertainty surrounding the totality of the PI Trust Claims to be paid over time as well as the extent to which changes in existing federal and state law could affect the PI Trust's liabilities under this TDP. If the value of the PI Trust's future assets increases significantly and/or if the value or volume of PI Trust Claims actually filed with the PI Trust is significantly lower than originally estimated, the PI Trust shall use those proceeds and/or claims savings, as the case may be, first to maintain the Payment Percentage then in effect.

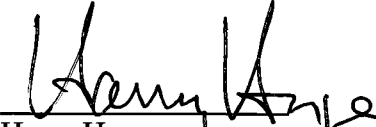
If the Trustees, with the consent of the TAC and the Future Claimants' Representative, make a determination to increase the Payment Percentage due to a material change in the estimates of the PI Trust's future assets and/or liabilities, the Trustees shall also make supplemental payments to all claimants who previously liquidated their claims against the PI Trust and received payments based on a lower Payment Percentage. The amount of any such supplemental payment shall be the liquidated value of the claim in question times the newly adjusted Payment Percentage, less all amounts previously paid to the claimant with respect to the claim (excluding the portion of such previously paid amounts that was attributable to any sequencing adjustment paid pursuant to Section 7.5 below).

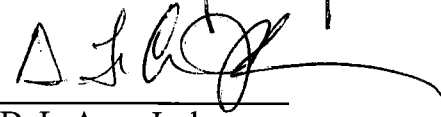
The Trustees' obligation to make a supplemental payment to a claimant shall be suspended in the event the payment in question would be less than \$100.00, and the amount of the suspended payment shall be added to the amount of any prior supplemental payment/payments that was/were also suspended because it/they would have been less than \$100.00. However, the Trustees' obligation shall resume and the Trustees shall pay any such aggregate supplemental payments due the claimant at such time that the total exceeds \$100.00.

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**THEREFORE, BE IT RESOLVED** that the undersigned Trustees of the Owens Corning/Fibreboard Asbestos Personal Injury Trust unanimously approve, after consultation with and the consent of the TAC and FCR, the above stated changes to the TDP.

**TRUSTEES:**

  
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Harry Huge

  
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D. LeAnne Jackson

  
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Dean M. Trafelet

