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 20 12, the Trustees unanimously adopted the following resolution:

WHEREAS, Section 7.8 of the Trust Distribution Procedures (the "TDP") and and Section 2.2(f)(vi) of the Owens Corning/Fibreboard Personal Injury Trust Agreement (the "Trust Agreement") permit amendment to the Release and Indemnity Agreement 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 Release and Indemnity Agreement 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 Release and Indemnity Agreement.

WHEREAS, the forms of Release and Indemnity Agreement for both the OC Sub-Account and the Fibreboard Sub-Account shall be revised at paragraphs 8 and 11 and with the adoption of language incorporating an electronic signature filing option, as reflected on Exhibits A and B hereto.

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 Release and Indemnity Agreement.

TRUSTEES:

Harry Huge

D.LeAnne Jackson

Dean M. Trafelet

OWENS CORNING/FIBREBOARD ASBESTOS PERSONAL INJURY TRUST

OC SUB-ACCOUNT

RELEASE AND INDEMNITY AGREEMENT

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative" (either being referred to herein as the "Claimant"), has filed a claim (the "Claim") with the Owens Corning/Fibreboard Asbestos Personal Injury Trust (the "Trust") pursuant to the Asbestos Personal Injury Trust Distribution Procedures (the "TDP") established in In Re: Owens Corning, et al., Case No. 00-03837, and such Claim asserts an OC Asbestos Personal Injury Claim for which one or more OC Persons is alleged to have legal responsibility (all capitalized terms not defined herein shall have the respective meanings ascribed to them either in the TDP or in the Sixth Amended Joint Plan of Reorganization for Owens Corning and its Affiliated Debtors and Debtors-In-Possession (As Modified) (the "Plan") confirmed in the Jointly Administered Case No. 00-03837 by the United States Bankruptcy Court for the District of Delaware on September 26, 2006, as the case may be); and

WHEREAS, the Claimant has agreed to settle and compromise the Injured Party's Claim, for and in consideration of the allowance of the Claim by the Trust and its payment pursuant to the TDP in accordance with the terms set forth therein and herein;

NOW, THEREFORE, the Claimant hereby agrees as follows:

- 1. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby fully and finally RELEASES, ACQUITS and FOREVER DISCHARGES the Trust, the Debtors, the Reorganized Debtors, and each of their respective Related Persons and property and their respective settlors, trustors, trustors, officers, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors, and any and all other Persons as provided in Sections 1.26 and 5.17(b) of the Sixth Amended Joint Plan of Reorganization for Owens Corning and its Affiliated Debtors and Debtors-In-Possession (As Modified) (the "Plan") confirmed in the Jointly Administered Case No. 00-03837 by the United States Bankruptcy Court for the District of Delaware on September 26, 2006 (collectively "Releasees") from any and all OC Asbestos Personal Injury Claims (and any claims related thereto), except as expressly provided herein.
- 2. Notwithstanding the paragraph immediately above or anything to the contrary contained herein, if the Claim involves a non-malignant asbestos-related disease (Disease Levels I-IV under the TDP), the Injured Party may file a new OC Asbestos Personal Injury Claim against the Trust for a malignant disease (Disease Levels V-VIII under the TDP) that is diagnosed after the date of the Claimant's original submission of a proof of claim form to the Trust with respect to the Claim.
- 3. The Claimant expressly covenants and agrees forever to refrain from bringing any suit or proceeding at law or in equity, against the Releasees with respect to any OC Asbestos Personal Injury Claim released herein.
- 4. Except as expressly provided herein, the Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other Entity claiming by, through, under or on behalf of the Injured Party, for or on account of any OC Asbestos Personal Injury Claim, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal claims for the Injured Party's claims. If the Claimant is an Official Representative, the Claimant represents and warrants that the Claimant has all requisite legal authority to act for, bind and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any OC Asbestos Personal Injury Claim against the Trust and hereby agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorney's fees and costs, the Trust from any loss, cost, damage or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's OC Asbestos Personal Injury Claim against the Trust.
- 5. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien or claim which the Claimant may have against any alleged tortfeasor, or any other person or entity, not specifically named herein. The Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any OC Asbestos Personal Injury Claim or potential OC Asbestos Personal Injury Claim that the Injured Party's spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to asbestos containing products.
- 6. The Claimant will hold the Trust harmless, to the extent of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity or contribution claims, related to the OC Asbestos Personal Injury Claim released herein, from any compensation or medical payments due, or claimed to be due, under any applicable law, regulation or contract.

^{*} The "Official Representative" is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party's estate or the Injured Party's heirs.

William B Haley ***_***_3282 OC#1000005 3/10/2010 Release ID: 12

- 7. It is further agreed and understood that if the Claimant has filed a civil action against the Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any OC Asbestos Personal Injury Claim released herein no later than 30 days after the date hereof.
- 8. The Claimant understands that the OC Asbestos Personal Injury Claim released herein has been allowed by the Trust, and a liquidated value of \$215,000.00 has been established for such Claim. The Claimant acknowledges that, pursuant to the TDP, the Trust will only be able to pay the Claimant a percentage (the "Payment Percentage") of the liquidated value of such Claim (Other Asbestos Disease (Level 1) claims are not subject to the Payment Percentage). The Payment Percentage applicable to the Claim will be determined in the manner set forth in the TDP. The Claimant further acknowledges that the Payment Percentage is based on estimates that change over time, and that other claimants may have in the past received, or may in the future receive, a smaller or larger percentage of the value of their claims than the Injured Party. The Claimant further acknowledges that, other than as specifically set forth in the TDP, the fact that earlier or later claimants may in the future be paid a smaller or larger percentage of the value of their claims shall not entitle the Injured Party to any additional compensation from the Trust.
- 9. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Trust as a joint tortfeasor legally responsible for the Injuried Party's injuries shall be reduced by no more than the total and actual amount paid as consideration for this Release or such lesser amount as allowed by law.
- 10. The Claimant understands, represents and warrants this Release and Indemnity Agreement to be a compromise of a disputed claim and not an admission of liability by, or on the part of, the Trust. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the Trust in any suit, claim or proceeding of any nature except to enforce this Release and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the OC Asbestos Personal Injury Claim released herein, except as expressly provided herein.
- 11. The Claimant (1) represents that no judgment debtor has satisfied in full the Trust's liability with respect to the Injured Party's OC Asbestos Personal Injury Claim as the result of a judgment entered in the tort system and (2) upon information and belief, represents that the Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the Trust's liability to the Claimant with respect to the Injured Party's OC Asbestos Personal Injury Claim.
- 12. The Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's OC Asbestos Personal Injury Claim, except as expressly provided herein. The Claimant has relied solely upon his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Trust and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the Trust.
- 13. This Release and Indemnity Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Claim.
- 14. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof and shall be binding on the Injured Party and his or her heirs, legal representatives, successors and assigns.
- 15. To the extent applicable, the Claimant hereby waives all rights under Section 1542 of the California Civil Code, and any similar laws of any other state. California Civil Code Section 1542 states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Claimant understands and acknowledges that because of the Claimant's waiver of Section 1542 of the California Civil Code, even if the Injured Party should eventually suffer additional damages, the Injured Party will not be able to make any claim against the Releasees for those damages, except as expressly provided herein. The Claimant acknowledges that he or she intends these consequences.

William B Haley ***-**-3282 OC#1000005 3/10/2010 Release ID: 12

16. If the Claimant's counsel directed the Delaware Claims Processing Facility, LLC (the "Facility") to transmit to the Trust any information from the Facility for purposes of settling the Claim, the Claimant acknowledges that the Claimant consented to the disclosure, transfer and/or exchange of information related to the Claim (including medical information) between the Trust and the Facility in connection with the Delaware Claims Processing Facility, LLC 's processing of the Claim.

17. The Claimant authorizes payment pursuant to Paragraph 8 to the Claimant or the Claimant's counsel, as trustee for the Claimant.

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William B Haley
***_**-3282
OC#1000005
3/10/2010
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Certification

I state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided by my attorneys, which I understand comes from information provided by me, to support the Claim is true according to my knowledge, information and belief and further that I have the authority as the Claimant to sign this Release and Indemnity Agreement.

I am: the Injured PartyX the Official Representative of the Injured Party, the Injured Party's Estate or the Injured Party's Heirs
EXECUTED thisday of, 20
Signature of the Claimant
Signatures of two persons unrelated to the Claimant by blood or marriage who witnessed the signing of this Release and Indemnity Agreement
Witness Signature Witness Signature
OR
SWORN to and subscribed before me this day of, 20
If Claimant is not executing this Release and Indemnity Agreement electronically using the electronic signature process, the Claimant's signature must be authenticated by the signatures of two persons unrelated to the Claimant who witnessed the signing of this Release and Indemnity Agreement or by a notary public.
Notary Public
My Commission Expires:
Name of the Claimant: William S Haley SSN: ***-**-1442 Name of the Injured Party if different from the Claimant: William B Haley SSN: ***-**-3282



OWENS CORNING/FIBREBOARD ASBESTOS PERSONAL INJURY TRUST

FB SUB-ACCOUNT

RELEASE AND INDEMNITY AGREEMENT

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WHEREAS, the undersigned, who is either the "Injured Party" or the/an "Official Representative" (either being referred to herein as the "Claimant"), has filed a claim (the "Claim") with the Owens Corning/Fibreboard Asbestos Personal Injury Trust (the "Trust") pursuant to the Asbestos Personal Injury Trust Distribution Procedures (the "TDP") established in In Re: Owens Corning, et al., Case No. 00-03837, and such Claim asserts an FB Asbestos Personal Injury Claim for which one or more FB Persons is alleged to have legal responsibility (all capitalized terms not defined herein shall have the respective meanings ascribed to them either in the TDP or in the Sixth Amended Joint Plan of Reorganization for Owens Corning and its Affiliated Debtors and Debtors-In-Possession (As Modified) (the "Plan") confirmed in the Jointly Administered Case No. 00-03837 by the United States Bankruptcy Court for the District of Delaware on September 26, 2006, as the case may be); and

WHEREAS, the Claimant has agreed to settle and compromise the Injured Party's Claim, for and in consideration of the allowance of the Claim by the Trust and its payment pursuant to the TDP in accordance with the terms set forth therein and herein;

NOW, THEREFORE, the Claimant hereby agrees as follows:

- 1. On behalf of the Injured Party, the Injured Party's estate, the Injured Party's heirs and/or anyone else claiming rights through the Injured Party, now and in the future, the Claimant hereby fully and finally RELEASES, ACQUITS and FOREVER DISCHARGES the Trust, the Debtors, the Reorganized Debtors, and each of their respective Related Persons and property and their respective settlors, trustors, trustors, officers, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors, and any and all other Persons as provided in Sections 1.26 and 5.17(b) of the Sixth Amended Joint Plan of Reorganization for Owens Corning and its Affiliated Debtors and Debtors-In-Possession (As Modified) (the "Plan") confirmed in the Jointly Administered Case No. 00-03837 by the United States Bankruptcy Court for the District of Delaware on September 26, 2006 (collectively "Releasees") from any and all FB Asbestos Personal Injury Claims (and any claims related thereto), except as expressly provided herein.
- 2. Notwithstanding the paragraph immediately above or anything to the contrary contained herein, if the Claim involves a non-malignant asbestos-related disease (Disease Levels I-IV under the TDP), the Injured Party may file a new FB Asbestos Personal Injury Claim against the Trust for a malignant disease (Disease Levels V-VIII under the TDP) that is diagnosed after the date of the Claimant's original submission of a proof of claim form to the Trust with respect to the Claim.
- 3. The Claimant expressly covenants and agrees forever to refrain from bringing any suit or proceeding at law or in equity, against the Releasees with respect to any FB Asbestos Personal Injury Claim released herein.
- 4. Except as expressly provided herein, the Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other Entity claiming by, through, under or on behalf of the Injured Party, for or on account of any FB Asbestos Personal Injury Claim, whether the same is now known or unknown or may now be latent or may in the future appear to develop, including all spousal claims for the Injured Party's claims. If the Claimant is an Official Representative, the Claimant represents and warrants that the Claimant has all requisite legal authority to act for, bind and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any FB Asbestos Personal Injury Claim against the Trust from any loss, cost, damage or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's FB Asbestos Personal Injury Claim against the Trust.
- 5. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien or claim which the Claimant may have against any alleged tortfeasor, or any other person or entity, not specifically named herein. The Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any FB Asbestos Personal Injury Claim or potential FB Asbestos Personal Injury Claim that the Injured Party's spouse (if any), heirs (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may have as a result of their own exposure to asbestos or asbestos-containing products.
- 6. The Claimant will hold the Trust harmless, to the extent of payment hereunder, excluding attorney's fees and costs, from any and all liability arising from subrogation, indemnity or contribution claims, related to the FB Asbestos Personal Injury Claim released herein, from any compensation or medical payments due, or claimed to be due, under any applicable law, regulation or contract.

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William B Haley ***-**-3282 FB#1000005 3/10/2010 Release ID: 12

- 7. It is further agreed and understood that if the Claimant has filed a civil action against the Trust, the Claimant shall dismiss such civil action and obtain the entry of an Order of Dismissal with Prejudice with respect to any FB Asbestos Personal Injury Claim released herein no later than 30 days after the date hereof.
- 8. The Claimant understands that the FB Asbestos Personal Injury Claim released herein has been allowed by the Trust, and a liquidated value of \$135,000.00 has been established for such Claim. The Claimant acknowledges that, pursuant to the TDP, the Trust will only be able to pay the Claimant a percentage (the "Payment Percentage") of the liquidated value of such Claim (Other Asbestos Disease (Level 1) claims are not subject to the Payment Percentage). The Payment Percentage applicable to the Claim will be determined in the manner set forth in the TDP. The Claimant further acknowledges that the Payment Percentage is based on estimates that change over time, and that other claimants may have in the past received, or may in the future receive, a smaller or larger percentage of the value of their claims than the Injured Party. The Claimant further acknowledges that, other than as specifically set forth in the TDP, the fact that earlier or later claimants may in the future be paid a smaller or larger percentage of the value of their claims shall not entitle the Injured Party to any additional compensation from the Trust.
- 9. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Trust as a joint tortfeasor legally responsible for the Injured Party's injuries shall be reduced by no more than the total and actual amount paid as consideration for this Release or such lesser amount as allowed by law.
- 10. The Claimant understands, represents and warrants this Release and Indemnity Agreement to be a compromise of a disputed claim and not an admission of liability by, or on the part of, the Trust. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the Trust in any suit, claim or proceeding of any nature except to enforce this Release and Indemnity Agreement. However, this Release and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the FB Asbestos Personal Injury Claim released herein, except as expressly provided herein.
- 11. The Claimant (1) represents that no judgment debtor has satisfied in full the Trust's liability with respect to the Injured Party's FB Asbestos Personal Injury Claim as the result of a judgment entered in the tort system and (2) upon information and belief, represents that the Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the Trust's liability to the Claimant with respect to the Injured Party's FB Asbestos Personal Injury Claim.
- 12. The Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's FB Asbestos Personal Injury Claim, except as expressly provided herein. The Claimant has relied solely upon his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Trust and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the Trust.
- 13. This Release and Indemnity Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including, without limitation, any prior agreements or understandings with respect to the liquidation of the Claim.
- 14. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof and shall be binding on the Injured Party and his or her heirs, legal representatives, successors and assigns.
- 15. To the extent applicable, the Claimant hereby waives all rights under Section 1542 of the California Civil Code, and any similar laws of any other state. California Civil Code Section 1542 states:

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The Claimant understands and acknowledges that because of the Claimant's waiver of Section 1542 of the California Civil Code, even if the Injured Party should eventually suffer additional damages, the Injured Party will not be able to make any claim against the Releasees for those damages, except as expressly provided herein. The Claimant acknowledges that he or she intends these consequences.

- 16. If the Claimant's counsel directed the Delaware Claims Processing Facility, LLC (the "Facility") to transmit to the Trust any information from the Facility for purposes of settling the Claim, the Claimant acknowledges that the Claimant consented to the disclosure, transfer and/or exchange of information related to the Claim (including medical information) between the Trust and the Facility in connection with the Delaware Claims Processing Facility, LLC 's processing of the Claim.
 - 17. The Claimant authorizes payment pursuant to Paragraph 8 to the Claimant or the Claimant's counsel, as trustee for the Claimant.

William B Haley ***.**.*2782
FB#1000005 3/10/2010 Release ID: 12
Certification
I state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided by my attorneys, which I understand comes from information provided by me, to support the Claim is true according to my knowledge, information and belief and further that I have the authority as the Claimant to sign this Release and Indemnity Agreement.
I am: the Injured Party The Official Representative of the Injured Party, the Injured Party's Estate or the Injured Party's Heirs
EXECUTED this day of
Signature of the Claimant Signatures of two persons unrelated to the Claimant by blood or marriage who witnessed the signing of this Release and Indemnity Agreement
Signatures of two persons unrelated to the Chaintain by blood of mannage who without the signing of this Release and indefinity regression
Witness Signature Witness Signature
OR
SWORN to and subscribed before me this day of, 20
If Claimant is not executing this Release and Indemnity Agreement electronically using the electronic signature process, the Claimant's signature must be authenticated by the signatures of two persons unrelated to the Claimant who witnessed the signing of this Release and Indemnity Agreement or by a notary public.
Notary Public My Commission Expires:
Name of the Claimant: William S Haley SSN: ***-**-1442



Name of the Injured Party if different from the Claimant: William B Haley SSN: ***-**-3282