

# EXHIBIT "A"

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: )  
 )  
OWENS CORNING, ) Jointly Administered  
et al., ) Case No. 00-03837 (RTL)  
 )  
Debtors. ) Chapter 11  
 )  
 )  
\_\_\_\_\_ )

SETTLEMENT AGREEMENT

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WHEREAS Owens Corning and certain of its subsidiaries filed with the United States Bankruptcy Court for the District of Delaware (the "Court") voluntary petitions for relief under title 11 of the United States Code (the "Bankruptcy Code") on October 5, 2000 (the "Petition Date") (the "Chapter 11 Cases") which are jointly administered as Case No. 00-03837 (JKF);

WHEREAS the State of Ohio filed proofs of claim, identified in Attachments D and E hereto, and contends that certain Debtors are liable for Response Costs incurred and to be incurred by the State of Ohio in the course of responding to the releases and threat of releases of Hazardous Substances into the environment for one or more specific sites as set forth herein;

WHEREAS, on September 26, 2006 the Court confirmed the Sixth Amended Joint Plan of Reorganization for Owens Corning and its Affiliated Debtors and Debtors-in-Possession (as modified);

WHEREAS the Debtors dispute the State of Ohio's contentions;

WHEREAS the Debtors seek, to the maximum extent permitted by law, to obtain protection, through the resolution of environmental liabilities for the Liquidated Site from and against all Claims that have been or may in the future be asserted for Response Costs or natural resource damages and to provide a framework for the resolution of environmental liabilities for Additional Sites as set forth herein;

WHEREAS, the Debtors seek to reaffirm their continuing legal obligations and responsibilities regarding Debtor-Owned Sites, which are sites they will own on or after the confirmation of the Plan of Reorganization;

WHEREAS the Debtors and the State of Ohio wish to resolve their differences with respect to the Liquidated Site, provide a framework for addressing Additional Sites, and deal with other issues relating to environmental matters as provided herein;

WHEREAS in consideration of, and in exchange for, the promises and covenants herein, including, without limitation, the covenants not to sue set forth in Paragraphs 16, 18, 20, and 24 and, subject to the provisions of Paragraphs 29-30, intending to be legally bound hereby, the Debtors and the State of Ohio hereby agree to the terms and provisions of this Settlement Agreement subject to the public comment process provided herein and Court approval;

WHEREAS settlement of the matters governed by this Settlement Agreement is in the public interest and is an appropriate means of resolving these matters;

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties to this Settlement Agreement by

their attorneys and authorized officials, it is hereby agreed as follows:

#### DEFINITIONS

1. In this Agreement, the following terms shall have the following meanings:

A. "Additional Sites" means all sites, including, without limitation, all facilities, as that term is defined in CERCLA, other than the Liquidated Site and the Debtor-Owned Sites, for which Claims might be asserted against any Debtor. An "Additional Site" shall be construed to include (i) for those sites now or hereafter included on the NPL, all areas of a site as defined by EPA or the State of Ohio, respectively, for purposes of the NPL, including any later expansion of such site as may be determined by EPA or the State of Ohio, respectively, and any affected natural resources, and (ii) for those sites not included on the NPL, all areas affected or potentially affected by the release or threatened release of Hazardous Substances, and affected natural resources, as a direct or indirect result of the operations or activities occurring on that site which gave rise to the release or threatened release. The Additional Sites include, but are not limited to, those sites identified on Attachment A.



B. "Allowed Unsecured Claim" shall mean a General Unsecured Claim, as defined in the Plan of Reorganization, which is an Allowed Claim, as defined in the Plan of Reorganization; provided, however, that, for the avoidance of doubt, an Allowed Unsecured Claim against the entity Owens Corning shall mean an Allowed Class A6-A Claim, as set forth in the Plan of Reorganization.

C. "CERCLA" refers to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as now in effect or hereafter amended.

D. "Claim or Claims" has the meaning provided in Section 101(5) of the Bankruptcy Code.

E. "Confirmation Order" shall mean the Order Confirming the Sixth Amended Joint Plan of Reorganization for Owens Corning and Its Affiliated Debtors and Debtors-in-Possession (as modified), entered by the Court on September 26, 2006 and affirmed by the U.S. District Court for the District of Delaware on September 28, 2006.

F. "Debtors" shall mean Owens Corning and certain of its subsidiaries listed on Attachment B hereto that filed voluntary petitions for relief on October 5, 2000, as debtors, debtors-in-possession or in a new or reorganized form as a result of the Chapter 11 Cases.

G. "Debtor-Owned Sites" means (i) the manufacturing properties or sites located in Ohio and owned by any of the Debtors and listed on Attachment C; and (ii) any other property or site owned by Debtors in Ohio at or at any time after the confirmation of the Plan of Reorganization Plan on September 28, 2006.

H. "EPA" means the United States Environmental Protection Agency or any legal successor thereto.

I. "Effective Date" means the date of the entry of the order of the Court which provides final approval of this Settlement Agreement.

J. "Future Response Costs" means those costs incurred by the State of Ohio on or after the Petition Date.

K. "Granville Solvents Site" means the Granville Solvents Site, located at 300 Palmer Lane in Granville, Licking County, Ohio (the "Site") and includes:

(i) any area on the Site identified in the September 7, 1994 Administrative Order by Consent issued by U.S. EPA pursuant to Sections 106 and 122 of CERCLA where there has been a release of Hazardous Substances ("Identified Area");

(ii) any locations on or off the Site where Hazardous Substances released from any Identified Area have been

deposited, stored, disposed of, or placed or otherwise come to be located; and

(iii) any natural resources affected by such Hazardous Substances, as described in (i) or (ii) above.

However, the Granville Solvents Site does not include any unidentified area or any release of Hazardous Substances on or from any unidentified area.

L. "Hazardous Substances" means the substances listed or described as hazardous in Section 101(14) of CERCLA, 42 U.S. C. §9601(14), or Section 3750.02 of the Ohio Revised Code.

M. "Liquidated Site" means the Granville Solvents Site in Granville, Ohio.

N. "NPL" means the National Priorities List, 40 C.F.R. Part 300.

O. "Past Response Costs" means those Response Costs incurred by the State of Ohio prior to the Petition Date.

P. "Plan of Reorganization" or "Plan" means the Sixth Amended Joint Plan of Reorganization for Owens Corning and Its Affiliated Debtors and Debtors-In-Possession (as modified), confirmed by the Court pursuant to the Confirmation Order on September 26, 2006, and any subsequent modification thereto.

Q. "Prepetition" refers to the time period prior to the filing of the petition by the Debtors at approximately 8:00

a.m. on October 5, 2000. "Postpetition" refers to the time period following the filing of the petition by the Debtors on October 5, 2000.

R. "Ohio EPA" means the Ohio Environmental Protection Agency or any legal successor thereto.

S. "RCRA" refers to the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., as now in effect or hereafter amended and similar State statutes.

T. "Response" shall have the same meaning as defined in §101(25) of CERCLA, 42 U.S.C. §9601(25) and similar state statutes.

U. "Response Costs" shall be all costs and expenses to carry out (or oversee) a Response.

V. "State" or "State of Ohio" means the State of Ohio by and through its Attorney General on behalf of the Ohio EPA.

#### **JURISDICTION**

2. The Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§157, 1331, and 1334, and 42 U.S.C. §§9607 and 9613(b).

#### **PARTIES BOUND; SUCCESSION AND ASSIGNMENT**

3. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the State of Ohio and the Debtors, and the Debtors' legal successors and assigns.

#### ALLOWANCE OF CLAIMS

4. In settlement and satisfaction of the State of Ohio's Claims, the Debtors consent to Allowed Unsecured Claims in the amounts set forth below. The specified Debtor, against which the State's Claims are applicable and which consent to the Allowed Unsecured Claim, is set forth in Attachment D.

(A) With respect to the Granville Solvents Site, a liquidated Site, the State shall have an Allowed Unsecured Claim of \$13,065 for Past Response Costs.

(B) With respect to the Owens Corning Landfill site, in Newark, Licking County, Ohio, a Debtor-Owned Site, the State shall have an Allowed Unsecured Claim of \$13,695 for Past Response Costs.

(C) With respect to the Owens Corning Tech Center site in Granville, Licking County, Ohio, a Debtor-Owned Site, the State of shall have an Allowed Unsecured Claim of \$12,172 for Past Response Costs

(D) With respect to the Owens Corning Insulated Systems facility, in Newark, Licking County, Ohio, a Debtor-Owned Site, the State shall have an Allowed Unsecured Claim of \$11,600 for Past Response Costs.

(E) With respect to Claim No. 7333, the State shall have an allowed Unsecured Claim against of \$57 for unpaid Prepetition air emission fees.

(F) With respect to Claim No. 7280, the State shall have an allowed Unsecured Claim of \$57 for unpaid Prepetition air emission fees.

5. With respect to the Liquidated Site (the Granville Solvents Site):

(A) With respect to the Allowed Unsecured Claim set forth in Paragraph 4 for the Liquidated Site, only the amount of cash received by the State of Ohio (and net cash received by the State on account of any non-cash distributions), from the Debtors under this Settlement Agreement for the Allowed Unsecured Claim for the Liquidated Site, and not the total amount of the allowed claim, shall be credited by the State for this Site, which credit shall reduce the liability of non-settling potentially responsible parties for the site by the amount of the credit.

(B) The Claim allowed in Paragraph 4 for the Liquidated Site is in full settlement of and, the payments provided for under Paragraph 15, will be deemed allocated toward all Claims with respect to all Past and Future Response Costs and natural resource damages for this Liquidated Site for which

a Claim of any kind or nature has been or could be asserted against the Debtors pursuant to CERCLA, RCRA, Chapters 3734, 3745, 3767, or 6111 of the Ohio Revised Code or any other similar federal or state law or the common law by the State of Ohio.

(C) To the extent that at any time after October 5, 2000, the Debtors recover insurance proceeds on account of this Liquidated Site in excess of the Debtors' costs of pursuing such insurance proceeds, then the Debtors may retain 50% of such excess insurance proceeds regarding this Liquidated Site and the Debtors shall pay the remaining 50% of such excess insurance proceeds on account of this Liquidated Site to the State of Ohio. The Debtors agree to allocate in writing any insurance proceeds that cover both this Liquidated Site and other covered liabilities on a fair and equitable basis based upon all of the facts and circumstances, including but not limited to any defenses asserted by insurers, and with deference to any allocation by a court or in an approved settlement document. In determining the Debtors' cost of pursuing insurance proceeds for this Liquidated Site, the Debtors shall use the same percentage allocation of costs as is used in the Debtors' allocation of recovery of insurance proceeds attributed to this Liquidated Site as compared to other covered liabilities. To the extent.

that excess insurance proceeds are allocable to sites other than this Liquidated Site, no payment need be made to the State of Ohio from the excess insurance proceeds allocable to sites other than this Liquidated Site. The State of Ohio reserves the right to petition the Court for an adjustment of Debtors' allocation based upon all of the facts and circumstances. The payments required to be made under this subparagraph shall be in addition to the payments required to be made under Paragraph 4. However, under no circumstances may the payments required to be made under this subparagraph, when combined with the consideration received for this Liquidated Site under Paragraph 4, exceed the amount of the Allowed Unsecured Claim for this Liquidated Site under Paragraph 4 of this Settlement Agreement. In the event that the excess insurance proceeds sharing requirements of this subparagraph would otherwise result in such an exceedance, the Debtors shall retain the additional amount of excess insurance proceeds necessary to avoid such an exceedance. With respect to any payments received by the State of Ohio under this subparagraph, the State of Ohio shall credit site accounts for this Liquidated Site only in accordance with Debtors' allocation for this Liquidated Site (unless adjusted by the Court), which credit shall reduce the liability of non-settling potentially



responsible parties for the particular site by the amount of the credit.

6. Reserved.

**NON-DISCHARGEABILITY AND RESERVATION OF RIGHTS**

7. (A) The following Claims of or obligations to the State of Ohio have not been discharged under Section 1141 of the Bankruptcy Code by the confirmation of a Plan of Reorganization nor have such Claims or obligations been impaired or affected in any way by the Chapter 11 Cases or confirmation of a Plan of Reorganization.

(i) With respect to any Debtor-Owned Sites, including but not limited to those Debtor-Owned Sites listed in Paragraph 4, except to the extent a Claim regarding a Debtor-Owned Site has been expressly addressed in Paragraph 4:

(a) Claims against the Debtors by the State under CERCLA, Chapters 3734, 3745, 3767, or 6111 of the Ohio Revised Code, or any similar federal or state law, or the common law for recovery of Future Response Costs with respect to Response action taken at a Debtor-Owned Site, including such Response action taken to address Hazardous Substances and/or as defined in State of Ohio environmental statutes, hazardous wastes, solid wastes, industrial wastes and/or other wastes that have migrated from a Debtor-Owned Site to a proximate location;

(b) Actions against the Debtors by the State under CERCLA, RCRA, Chapters 3734, 3745, 3767, or 6111 of the Ohio Revised Code or any similar federal or state law, or the common law seeking to compel the performance of a removal action, remedial action, corrective action, closure or any other cleanup action, or financial assurance therefore, at a Debtor-Owned Site, including actions to address Hazardous Substances and/or as defined in State of Ohio environmental statutes, hazardous wastes, solid wastes, industrial wastes and/or other wastes that have migrated to a proximate location from a Debtor-Owned Site;

(c) Claims against the Debtors by the State under CERCLA, or Chapters 3734 or 6111 of the Ohio Revised Code for recovery of natural resource damages arising as a result of Postpetition releases or ongoing releases of Hazardous Substances and/or as defined in State of Ohio environmental statutes, hazardous wastes, solid wastes, industrial wastes and/or other wastes at or which migrate or leach from a Debtor-Owned Site; or

(d) Claims against the Debtors by the State for recovery of civil penalties for violations of law resulting from Postpetition conduct of the Debtors at Debtor-Owned Sites. As used in this Paragraph 7, "Postpetition conduct" shall not

include a failure to satisfy or comply with any Prepetition liability or obligations, or to pay a claim (including, without limitation, a penalty claim) except as required by or resulting from the terms of the Plan of Reorganization or any other provision of this Settlement Agreement, or a final order of the Court confirming a Plan of Reorganization;

(ii) With respect to any Additional Site, Claims against the Debtors by the State under CERCLA, Chapters 3734, 3745, 3767, or 6111 of the Ohio Revised Code or any similar federal or state law, or the common law arising as a result of the Debtors' Postpetition conduct, which would give rise to liability under the foregoing;

(B) The State may pursue enforcement actions or proceedings under applicable law with respect to the Claims and obligations of the Debtors to the State under Paragraph 7(A) in the manner, as appropriate, and by the administrative or judicial tribunals, in which the State could have pursued such actions or proceedings if the Chapter 11 Cases had never been commenced. The Debtors reserve the right to assert any and all defenses and counterclaims available to them under applicable law with respect to any Claims and obligations of the Debtors to the State of Ohio under Paragraph 7(A) that are asserted by the State of Ohio except for any alleged defense of discharge of

liabilities provided under the Bankruptcy Code, as embodied in the Plan of Reorganization or the Confirmation Order. The State of Ohio reserves all of its rights with respect to any defenses or counterclaims asserted by the Debtors under this subparagraph B.

(C) With respect to the Liquidated Site, the parties to this Settlement Agreement reserve all rights and defenses they may have with respect to Postpetition conduct of the Debtors occurring after the date of lodging of this Settlement Agreement which would give rise to liability under CERCLA, Chapters 3734, 3745, 3767, or 6111 of the Ohio Revised Code or any similar or federal or state law, or the common law. Nothing in this Settlement Agreement shall affect or limit such rights and defenses.

#### **TREATMENT OF ADDITIONAL SITES**

8. (A) With respect to all Additional Sites, all liabilities and obligations of the Debtors to the State under CERCLA, Chapters 3734, 3745, 3767, or 6111 of the Ohio Revised Code or any similar federal or state law, or the common law arising from Prepetition acts, omissions or conduct of the Debtors or their predecessors, including without limitation the Prepetition generation, transportation, disposal or release of hazardous wastes or materials or the Prepetition ownership or

operation of hazardous waste facilities, shall be deemed to have been discharged under Section 1141 of the Bankruptcy Code by the confirmation of the Plan of Reorganization, and the State shall receive no distributions in the Chapter 11 Cases with respect to such liabilities and obligations, but the applicable reorganized Debtors shall be required to pay the State such amounts as are provided for in this Paragraph and Paragraph 9. Such liabilities and obligations shall be treated and liquidated as unsecured claims and paid on the terms specified herein.

(B) If and when the State undertakes (or oversees) Response activities in the ordinary course with respect to any Additional Site, the State may seek a determination of the liability, if any, of the Debtors and may seek to obtain and liquidate a judgment of liability of the Debtors or enter into a settlement with the Debtors with regard to any of the Additional Sites in the manner and before the administrative or judicial tribunal in which the State's claims would have been resolved or adjudicated if the Chapter 11 Cases had never been commenced. However, so long as Debtors are in substantial compliance with this Settlement Agreement, the State shall not issue or cause to be issued any unilateral order or seek any injunction against the Debtors under CERCLA, Chapters 3734, 3745, 3767, or 6111 of the Ohio Revised Code, or any other similar federal or state

law, or the common law arising from the Prepetition acts, omissions or conduct of the Debtors or their predecessors with respect to any Additional Sites.

(C) The State and the Debtors will attempt to settle each liability or obligation asserted by the State against the Debtors relating to an Additional Site on a basis that is fair and equitable under the circumstances, but nothing in this sentence shall create an obligation of the State that is subject to judicial review.

(D) In any action or proceeding with respect to an Additional Site, the Debtors and the State reserve any and all rights, claims, and defenses they would have been entitled to assert had the claim been liquidated in the ordinary course or during the course of the Chapter 11 Cases, including, without limitation, any argument that joint and several liability should or should not be imposed upon the Debtors. Nothing herein shall be construed to limit the parties' rights to assert any and all rights, claims and defenses they may have in actions or proceedings involving other parties with respect to Additional Sites.

9. In the event any Claim is liquidated pursuant to Paragraph 8 by settlement or judgment to a determined amount (the "Determined Amount"), the applicable Debtor(s) with which

such settlement is made or against which such judgment is entered will satisfy such Claim within 30 days after the date on which the settlement or judgment is final and effective (the "Settlement/Judgment Date") by providing the holder of the Claim the "Distribution Amount." The Distribution Amount shall be the value of the consideration which would have been distributed under the Plan of Reorganization to the holder of such Claim if the Determined Amount had been an Allowed Unsecured Claim against the applicable Debtor in such amount under the Plan of Reorganization. In the event the Final Distribution Date under the Plan of Reorganization has not occurred on or before the Settlement/Judgment Date and only partial distributions have been made to holders of Allowed Unsecured Claims as of such date, then the Ohio EPA will not receive such payment in 30 days, but rather shall receive on account of the Determined Amount (i) an initial payment in the same percentage as has been received by holders of Allowed Unsecured Claims prior to the Settlement/Judgment Date, and (ii) subsequent payments as and when the holders of Allowed Unsecured Claims receive such subsequent payments under the Plan of Reorganization.

10. Reserved.

### TREATMENT OF ALLOWED CLAIMS

11. All Allowed Unsecured Claims under or pursuant to the terms of this Settlement Agreement, whether filed or not, including but not limited to those identified claims set forth in the Proofs of Claims identified in Attachments D and E, including without limitation any such Claims allowed under Paragraph 4, and any such Claims as may eventually be allowed pursuant to Paragraphs 8-10 for Additional Sites, regardless of the holder of such Claims: (A) will receive the same treatment under the Plan of Reorganization, without discrimination, as other Allowed Unsecured Claims with all attendant rights provided by the Bankruptcy Code and other applicable law; and (B) will not be entitled to any priority in distribution (although the provisions of Paragraph 5(C) shall apply in the event of excess insurance proceeds). In no event shall the Unsecured Claims allowed or to be allowed pursuant to this Settlement Agreement be subordinated to any other Allowed Unsecured Claims pursuant to any provision of the Bankruptcy Code or other applicable law that authorizes or provides for subordination of allowed Claims, including without limitation Sections 105, 510 and 726(a)(4) of the Bankruptcy Code.

12. The parties acknowledge and agree that the Claims allowed in this Settlement Agreement are not nor shall they be



construed as forfeitures, fines or penalties (or payments in lieu thereof), and nothing herein is intended, or shall be construed, as an admission by Debtors of any facts or any violation of law. Notwithstanding the foregoing, Debtors do agree to comply with all terms of this Settlement Agreement upon the Effective Date.

13. Reserved

14. The State of Ohio shall be deemed to have filed a proof of claim for matters addressed in this Settlement Agreement, which proof of claim shall be deemed satisfied in full in accordance with the terms of this Settlement Agreement. Any and all Claims for matters addressed in this Settlement Agreement with respect to the Allowed Unsecured Claims set forth in Paragraph 4, shall be deemed satisfied in their entirety by the treatment and reservation provided for in this Settlement Agreement and shall be, and shall be deemed to be, discharged pursuant to the Plan of Reorganization and the Confirmation Order. To the extent the State has asserted any priority or administrative claim or treatment, such assertions are disallowed.

#### **DISTRIBUTION INSTRUCTIONS**

15. Distributions for the Allowed Unsecured Claims listed in Paragraph 4 shall be sent to:

Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049,  
Columbus, Ohio 43216-0149, ATTN: Steven Snyder  
(check(s) should be directed to the order of  
"Treasurer of the State of Ohio").

**COVENANT NOT TO SUE AND RESERVATION OF RIGHTS**

16. In consideration of all of the foregoing, including, without limitation, the payments and/or distributions that will be made and the Claims allowed pursuant to the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 19 through 21 (below), the State covenants not to sue or file a civil judicial action or to take any administrative or other action against the Debtors pursuant CERCLA, RCRA, Chapters 3704, 3734, 3745, 3767, or 6111 of the Ohio Revised Code or any equivalent or similar federal or state law, or the common law regarding any Claim for the Liquidated Site (Granville Solvents site), the Past Response Costs incurred by the State with respect the Debtor-Owned Sites listed in Paragraph 4 and the Prepetition air emissions fees listed in Paragraph 4. Furthermore, the State releases and agrees the Debtors have no further or continuing obligation, liability or responsibility under CERCLA, RCRA, Chapters 3704, 3734, 3745, 3767, or 6111 of the Ohio Revised Code, or any equivalent or similar federal or state law or the common law, regarding any Claim for the Liquidated Site and the Past Response Costs incurred by the State with respect the Debtor-Owned Sites listed in Paragraphs 4

and the Prepetition air emission fees listed in Paragraph 4. These covenants not to sue shall take effect on the Effective Date, but are conditioned on Debtors' substantial compliance with their obligations under this Settlement Agreement.

17. This Settlement Agreement in no way impairs the scope and effect of the Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third party Claims that are not addressed by this Settlement Agreement.

18. Without in any way limiting the covenants not to sue set forth in Paragraph 16 and the reservations set forth in this Settlement Agreement, subject to such successors' and assigns' assumptions of the Debtors' obligations hereunder, the covenants not to sue provided by the parties in Paragraph 16 shall also apply to the Debtors' successors and assigns including but not limited to any subsequent purchasers from Debtors of assets or stock, officers, directors, employees and trustees, but only to the extent that the alleged liability of the successor or assign, officer, director, employee, or trustee of any Debtor is based solely on its status as and in its capacity as a successor or assign, officer, director, employee, or trustee of any Debtor.

19. The covenants not to sue contained in Paragraphs 16 and 18 of this Settlement Agreement extend only to the Debtors

and the persons described in Paragraphs 16 and 18 above and do not extend to any other person. Nothing in this Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than the Debtors, State, and the persons described in Paragraph 18. The State and the Debtors expressly reserve all claims, demands and causes of action either judicial or administrative, past, present or future, in law or equity, which the State or the Debtors may have against all other persons, firms, corporations, or entities, for any matter arising at or relating in any manner to the sites or claims addressed herein.

20. Notwithstanding the foregoing, the covenants not to sue contained in this Settlement Agreement shall not apply to nor affect any action based on (i) a failure to meet a requirement of this Settlement Agreement; (ii) criminal liability; or (iii) matters reserved in Paragraph 7(A) through (C) above.

21. Nothing in this Settlement Agreement shall be deemed to limit the authority of the State of Ohio to take Response action under Section Chapters 3704, 3734, 3745, 3767, or 6111 of the Ohio Revised Code, or any similar federal or state law, or the common law, or to alter the applicable legal principles governing judicial review of any action taken by the State

pursuant to that authority. Nothing in this Settlement Agreement shall be deemed to limit the information gathering authority of the State Section 3734.20(A) of the Ohio Revised Code or any other applicable federal or state law or regulation, or to excuse the Debtors from any disclosure or notification requirements imposed by CERCLA, RCRA, Chapters 3734 or 6111 of the Ohio Revised Code or any other applicable federal or state law or regulation.

22. The Debtors hereby covenant not to sue and agree not to assert or pursue any claims or causes of action against the State of Ohio with respect to the Liquidated Site or the Debtor-Owned Sites with respect to the Claims being resolved herein, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. §9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§9606(b)(2), 9611, 9612, 9613, or any other provision of law; any claim against the State of Ohio, including any department, agency or instrumentality of the State, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§9607 or 9613 related to the Liquidated Site or the Debtor-Owned Sites with respect to the Claims being resolved herein, or any claims arising out of Response activities at the Liquidated Site or the Debtor-Owned

Sites with respect to the Claims being resolved herein. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. §9611, 40 C.F.R. Part 300.700(d).

#### CONTRIBUTION PROTECTION

23. With regard to all existing or future third-party Claims against the Debtors with respect to the Liquidated Site and the Past Response Costs incurred by the State with respect the Debtor-Owned Sites listed in Paragraphs 4, including claims for contribution, the parties hereto agree that the Debtors are entitled to such protection from actions or claims as is provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2) and State law.

24. The Debtors each agree that with respect to any suit for contribution brought against any of them after the Effective Date for matters related to this Settlement Agreement, they will notify the State within fifteen business days of service of the complaint upon it. In addition, in connection with such suit, the Debtors shall notify the State within fifteen business days of service or receipt of any Motion for Summary Judgment and within fifteen business days of receipt of any order from a court setting a case for trial (provided, however, that the

failure to notify the State pursuant to this Paragraph shall not in any way affect the protections afforded under Paragraphs 16 through 23).

#### NOTICES AND SUBMISSIONS

25. Whenever, under the terms of this Settlement Agreement, written notice is required to be given, or a report or other document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below via U.S. certified mail, return receipt requested, or some other equally verifiable means, unless those individuals or their successors give notice of a change of address to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Settlement Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement in the Settlement Agreement with respect to the State of Ohio and the Debtors, respectively.

As to the State of Ohio:

Manager, Remedial Response Program  
Division of Emergency and Remedial Response  
Ohio EPA  
50 West Town Street, Suite 700  
Columbus, Ohio 43215

As to the Debtors:

Paul S. Lewandowski  
Owens Corning  
One Owens Corning Parkway  
Toledo, Ohio 43659

**APPROVAL and LODGING**

26. This Settlement Agreement is subject to approval of the Court under Bankruptcy Rule 9019. To meet these requirements, the parties agree to the following procedures. The Debtors and the State of Ohio shall promptly file a joint motion seeking the Court's approval of this Settlement Agreement under Bankruptcy Rule 9019.

27. If for any reason the Settlement Agreement is not approved with finality by the Court: (a) this Settlement Agreement shall be null and void and the parties shall not be bound hereunder or under any documents executed in connection herewith; (b) the parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; (c) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value and it shall be as if they had never been executed; and (d) this Settlement Agreement, any statements made in connection with settlement discussions, and any documents prepared in connection



herewith may not be used as evidence in any litigation between the parties.

28. Reserved.

#### **AMENDMENTS/INTEGRATION AND COUNTERPARTS**

29. This Settlement Agreement and any other documents to be executed in connection herewith shall constitute the sole and complete agreement of the parties hereto with respect to the matters addressed herein. This Settlement Agreement may not be amended except by a writing signed by all parties to this Settlement Agreement.

30. This Settlement Agreement may be executed in counterparts each of which shall constitute an original and all of which shall constitute one and the same agreement.

#### **RETENTION OF JURISDICTION**

31. Except as provided in Paragraphs 7-10 regarding proceedings in other administrative or judicial tribunals, the Court (or, upon withdrawal of the Court's reference, the U.S. District Court of the District of Delaware) shall retain jurisdiction over the subject matter of this Settlement Agreement and the parties hereto for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the parties to

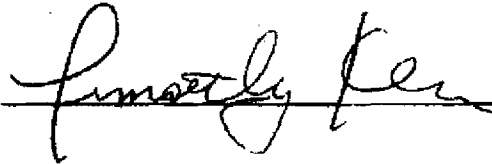
apply to the Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms.

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE STATE OF OHIO:

Date: SEPTEMBER 20, 2007

By: \_\_\_\_\_

  
Timothy J. Kern, Esq.  
Assistant Attorney General  
DERR Program Supervisor  
Environmental Enforcement Section  
Public Protection Division  
30 East Broad Street, 25th Floor  
Columbus, Ohio 43215-3428  
Telephone: (614) 466-5261

FOR THE DEBTORS:

OWENS CORNING, ET AL

Date: September 24, 2007

By: \_\_\_\_\_

[Name]

  
Vice President and Assistant General Counsel

[Title]

\_\_\_\_\_  
Owens Corning

\_\_\_\_\_  
One Owens Corning Pkwy

\_\_\_\_\_  
Toledo, OH 43659

[Address]

Attachment A: Additional Sites

Franklin County Model Landfill  
Columbus, OH  
EPA ID: OHD000772434

LaFarge Corporation  
Paulding, OH  
EPA ID: OHD005048947

Alchem Tron (GSX Chemical Services of OH)  
Cleveland, OH  
EPA ID: OHD980569438

Envirite Corporation  
Canton, OH  
EPA ID: OHD980568992

Ross Incineration Services  
Grafton, OH  
EPA ID: OHD048415665

Suburban Landfill  
Glenford, OH

Chemical Waste Management  
A.K.A. Chemical Waste Management Transfer Station  
Springfield, OH  
EPA ID: OHD000724161

Kimble Sanitary Landfill  
A.K. A. Kimble Coal co.  
Dover, OH  
EPA ID: OHD980045322

BFI Loraine County Landfill  
Oberlin, OH

Mount Eaton Landfill  
Wayne County, OH

BFI Oakland Marsh Landfill  
Richland County, OH

Universal Materials  
Mogadore, OH

American Disposal Landfill  
A.K.A. American Landfill Inc.  
Carey, OH  
EPA ID: OH980509624

Newark City Landfill  
newark, OH  
EPA ID: OHD70551965

Safety Kleen  
Grovesport, OH

Clean Harbors of Cleveland

Poland Landfill  
Lowellville, OH

Spring Grove Resource Recovery (CECOS Intl. Corp.)  
Cincinnati, OH  
EPA ID: OHD00816629

Chem-Dyne Corporation  
Hamilton, OH  
EPA ID: OHD074727793

IWD Liquid Waste Disposal  
A.K.A. Barrel Fill/Tremont City, OH  
Springfield, OH  
EPA ID: OHD00724161

Uncovered Ditch Area  
Hopewell, OH  
EPA ID: OHD980611164

**Attachment B: List of Debtors**

CDC Corporation  
Engineered Yarns America, Inc.  
Exterior Systems, Inc.  
Falcon Foam Corporation  
Fibreboard Corporation  
HOMEExperts LLC  
Integrex  
Integrex Professional Services LLC  
Integrex Testing Systems LLC  
Integrex Supply Chain Solutions LLC  
Integrex Ventures LLC  
Jefferson Holdings, Inc.  
Owens Corning  
Owens-Corning Fiberglas Technology Inc.  
Owens Corning HT, Inc.  
Owens-Corning Overseas Holdings, Inc.  
Owens Corning Remodeling Systems, LLC  
Soltech, Inc.

**Attachment C: List of Ohio Sites Currently Owned by Owens Corning**

Owens Corning Tech Center  
Granville Road, Route 16  
Granville, OH  
Science & Technology Center

3750 Brookham Park  
Grove City, OH  
Insulating Systems Plant

870 W. Smith Road  
Medina, OH  
Asphalt Plant

890 W. Smith Road  
Medina, OH  
Roofing Plant

100 Blackjack Road  
Mt. Vernon, OH  
Insulating Systems Plant

9318 S. Erie Ave.  
Newark, OH  
Cultured Stone Plant

Owens Corning Insulated Systems facility  
400 Case Avenue  
Newark, OH  
Insulating Systems Plant

Holland Street  
Newark, OH  
Fiberglass Clubhouse

Owens Corning Landfill site  
Manning Street  
Newark, OH  
Landfill

170 South Avenue  
Tallmadge, OH  
Insulating Systems Plant

145 Heritage Road  
Tiffin, OH  
Insulating Systems Plant



**Attachment D: List of the State's Claims and their  
Corresponding Debtor**

Site/Location/Description	Claim No.	Debtor
Owens Corning Landfill, Newark OH Owens Corning Insulating Systems Facility, Newark Ohio Owens Corning Tech Center, Grandville OH Grandville Solvent Site, Grandville, OH	7323	Owens Corning, Delaware Corporation
Air Emission Fee Withdrawn 11/20/02	7330	Owens Corning, Delaware Corporation
Air Emission Fee	7333	Owens Corning, Delaware Corporation
Air Emission Fee	7280	Soltech, Inc. (a subsidiary of Owens Corning)

Attachment E: List of Claims Filed by the State

Site/Location/Description	Claim No.
Owens Corning Landfill, Newark OH Owens Corning Insulating Systems Facility, Newark Ohio Owens Corning Tech Center, Grandville OH Grandville Solvent Site, Grandville, OH	7323
Air Emission Fee (Withdrawn 11/20/02	7330
Air Emission Fee	7333
Air Emission Fee	7280