

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2026

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 1-33100

Owens Corning

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

43-2109021

(I.R.S. Employer Identification No.)

One Owens Corning Parkway

Toledo, OH 43659

(Address of principal executive offices) (Zip Code)

(419) 248-8000

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	OC	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large Accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 1, 2026, 80,528,319 shares of the registrant's common stock, par value \$0.01 per share, were outstanding.

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March 31, 2026

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PART I
ITEM 1. FINANCIAL STATEMENTS
OWENS CORNING AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EARNINGS
(unaudited)
(in millions, except per share amounts)

	Three Months Ended March 31,	
	2026	2025
NET SALES	\$ 2,265	\$ 2,530
COST OF SALES	1,755	1,805
Gross margin	510	725
OPERATING EXPENSES		
Marketing and administrative expenses	258	261
Science and technology expenses	37	35
Other expense, net	95	22
Total operating expenses	390	318
OPERATING INCOME	120	407
Non-operating expense	—	—
EARNINGS FROM CONTINUING OPERATIONS BEFORE INTEREST AND TAXES	120	407
Interest expense, net	66	64
EARNINGS FROM CONTINUING OPERATIONS BEFORE TAXES	54	343
Income tax expense	15	88
NET EARNINGS FROM CONTINUING OPERATIONS	39	255
Net loss from discontinued operations attributable to Owens Corning, net of tax	(143)	(348)
NET LOSS	\$ (104)	\$ (93)
NET EARNINGS FROM CONTINUING OPERATIONS	\$ 39	\$ 255
Net earnings attributable to non-redeemable and redeemable noncontrolling interests	1	—
NET EARNINGS FROM CONTINUING OPERATIONS ATTRIBUTABLE TO OWENS CORNING	38	255
Net loss from discontinued operations attributable to Owens Corning, net of tax	(143)	(348)
NET LOSS ATTRIBUTABLE TO OWENS CORNING	\$ (105)	\$ (93)
EARNINGS PER COMMON SHARE ATTRIBUTABLE TO OWENS CORNING COMMON STOCKHOLDERS		
Basic - continuing operations	\$ 0.47	\$ 2.97
Basic - discontinued operations	\$ (1.77)	\$ (4.05)
Basic	\$ (1.30)	\$ (1.08)
Diluted - continuing operations	\$ 0.47	\$ 2.95
Diluted - discontinued operations	\$ (1.76)	\$ (4.03)
Diluted	\$ (1.29)	\$ (1.08)

The accompanying Notes to the Consolidated Financial Statements are an integral part of these Statements.

OWENS CORNING AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS
(unaudited)
(in millions)

	Three Months Ended March 31,	
	2026	2025
NET LOSS	\$ (104)	\$ (93)
Other comprehensive (loss) income, net of tax		
Currency translation adjustment (net of tax of \$0 and \$0 for the three months ended March 31, 2026 and 2025, respectively)	(39)	75
Pension and other postretirement adjustment (net of tax of \$0 and \$0 for the three months ended March 31, 2026 and 2025, respectively)	2	(3)
Hedging adjustment (net of tax of \$2 and \$0 for the three months ended March 31, 2026 and 2025, respectively)	1	1
Total other comprehensive (loss) income, net of tax	(36)	73
TOTAL COMPREHENSIVE LOSS	(140)	(20)
Comprehensive loss attributable to non-redeemable and redeemable noncontrolling interests	—	—
COMPREHENSIVE LOSS ATTRIBUTABLE TO OWENS CORNING	\$ (140)	\$ (20)

The accompanying Notes to the Consolidated Financial Statements are an integral part of these Statements.

OWENS CORNING AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(unaudited)
(in millions, except per share amounts)

ASSETS	March 31,	December 31,
	2026	2025
CURRENT ASSETS		
Cash and cash equivalents	\$ 272	\$ 345
Receivables, less allowance of \$4 at March 31, 2026 and \$4 at December 31, 2025	1,353	937
Inventories	1,492	1,472
Other current assets	175	165
Current assets of discontinued operations	431	426
Total current assets	3,723	3,345
Property, plant and equipment, net	4,121	4,170
Operating lease right-of-use assets	485	507
Goodwill	1,664	1,679
Intangible assets, net	2,498	2,535
Deferred income taxes	13	10
Other non-current assets	475	480
Non-current assets of discontinued operations	112	254
TOTAL ASSETS	\$ 13,091	\$ 12,980
LIABILITIES AND EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 1,274	\$ 1,257
Current operating lease liabilities	84	83
Short-term debt	383	50
Long-term debt - current portion	438	435
Other current liabilities	644	613
Current liabilities of discontinued operations	189	222
Total current liabilities	3,012	2,660
Long-term debt, net of current portion	4,686	4,687
Pension plan liability	38	38
Other employee benefits liability	93	96
Non-current operating lease liabilities	432	450
Deferred income taxes	742	737
Other liabilities	309	323
Non-current liabilities of discontinued operations	96	96
Total liabilities	9,408	9,087
OWENS CORNING STOCKHOLDERS' EQUITY		
Preferred stock, par value \$0.01 per share (a)	—	—
Common stock, par value \$0.01 per share (b)	1	1
Additional paid-in capital	4,237	4,256
Accumulated earnings	4,293	4,463
Accumulated other comprehensive deficit	(472)	(437)
Cost of common stock in treasury (c)	(4,415)	(4,430)
Total Owens Corning stockholders' equity	3,644	3,853
Noncontrolling interests	39	40
Total equity	3,683	3,893
TOTAL LIABILITIES AND EQUITY	\$ 13,091	\$ 12,980

(a) 10 shares authorized; none issued or outstanding at March 31, 2026 and December 31, 2025

(b) 400 shares authorized; 135.5 issued and 80.5 outstanding at March 31, 2026; 135.5 issued and 80.2 outstanding at December 31, 2025

(c) 55.0 shares at March 31, 2026 and 55.3 shares at December 31, 2025

The accompanying Notes to the Consolidated Financial Statements are an integral part of these Statements.

OWENS CORNING AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(unaudited)
(in millions)

	Three Months Ended March 31,	
	2026	2025
Total equity, beginning of period	\$ 3,893	\$ 5,120
Common stock, \$0.01 par value per share		
Beginning of period	1	1
End of period	1	1
Treasury stock, \$0.01 par value per share		
Beginning of period	(4,430)	(3,685)
Issuance of common stock under share-based payment plans	37	40
Purchase of treasury stock	(22)	(137)
End of period	(4,415)	(3,782)
Additional paid-in capital (APIC):		
Beginning of period	4,256	4,228
Issuance of common stock under share-based payment plans	(37)	(40)
Stock-based compensation expense	18	21
End of period	4,237	4,209
Accumulated earnings:		
Beginning of period	4,463	5,224
Net earnings attributable to Owens Corning	(105)	(93)
Dividends declared (a)	(65)	(59)
End of period	4,293	5,072
Accumulated other comprehensive earnings/deficit (AOCI):		
Beginning of period	(437)	(691)
Currency translation adjustment	(38)	75
Pension and other postretirement adjustment (net of tax)	2	(3)
Deferred gain (loss) on hedging transactions (net of tax)	1	1
End of period	(472)	(618)
Noncontrolling Interest (NCI):		
Beginning of period	40	43
Net earnings attributable to non-redeemable noncontrolling interests	1	—
Dividends distributed to non-redeemable noncontrolling interests	(1)	(1)
Currency translation adjustment	(1)	—
End of period	39	42
Total equity, end of period	\$ 3,683	\$ 4,924
Common shares outstanding:		
Beginning of period	80.2	85.4
Issuance of common stock under share-based payment plans	0.5	0.5
Purchase of treasury stock	(0.2)	(0.9)
End of period	80.5	85.0
Treasury shares outstanding:		
Beginning of period	55.3	50.1
Issuance of common stock under share-based payment plans	(0.5)	(0.5)
Purchase of treasury stock	0.2	0.9
End of period	55.0	50.5

(a) Dividend declarations of \$0.79 and \$0.69 per share as of the three months ended March 31, 2026 and 2025, respectively.

The accompanying Notes to the Consolidated Financial Statements are an integral part of these Statements.

OWENS CORNING AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)
(in millions)

	Three Months Ended March 31,	
	2026	2025
NET CASH FLOW USED FOR OPERATING ACTIVITIES		
Net earnings	\$ (104)	\$ (93)
Adjustments to reconcile net losses to cash used for operating activities:		
Gain/(Loss) on discontinued operations	182	362
Depreciation and amortization	174	159
Deferred income taxes	6	16
Stock-based compensation expense	18	21
Gains on sale of certain precious metals	(12)	(9)
Other adjustments to reconcile net earnings to cash from operating activities	—	(21)
Change in operating assets and liabilities	(404)	(481)
Pension fund contribution	(2)	(1)
Payments for other employee benefits liabilities	(4)	(3)
Other	(8)	1
Net cash flow used for operating activities	(154)	(49)
NET CASH FLOW USED FOR INVESTING ACTIVITIES		
Cash paid for property, plant and equipment	(233)	(203)
Proceeds from sale of assets or affiliates	43	52
Other	—	(8)
Net cash flow used for investing activities	(190)	(159)
NET CASH FLOW PROVIDED BY FINANCING ACTIVITIES		
Proceeds from senior revolving credit and receivables securitization facilities	—	329
Payments on senior revolving credit and receivables securitization facilities	—	(329)
Net proceeds from commercial paper	330	501
Payments on long-term debt	—	(29)
Dividends paid	(63)	(59)
Purchases of treasury stock	(22)	(136)
Finance lease payments	(13)	(11)
Other	3	(2)
Net cash flow provided by financing activities	235	264
Effect of exchange rate changes on cash	(5)	23
Net (decrease) increase in cash, cash equivalents and restricted cash	(114)	79
Cash, cash equivalents and restricted cash, beginning of period	407	369
CASH, CASH EQUIVALENTS AND RESTRICTED CASH AT END OF PERIOD	\$ 293	\$ 448

The accompanying Notes to the Consolidated Financial Statements are an integral part of these Statements.

OWENS CORNING AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

1. GENERAL

Unless the context requires otherwise, the terms “Owens Corning,” “Company,” “we” and “our” in these notes refer to Owens Corning and its subsidiaries.

The Consolidated Financial Statements included in this report are unaudited, pursuant to certain rules and regulations of the Securities and Exchange Commission (“SEC”), and include, in the opinion of the Company, normal recurring adjustments necessary for a fair statement of the results for the periods indicated, which, however, are not necessarily indicative of results which may be expected for the full year. The December 31, 2025 balance sheet data was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States (“U.S.”). In connection with the Consolidated Financial Statements and Notes included in this report, reference is made to the Consolidated Financial Statements and Notes contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025 (the “2025 Form 10-K”). Certain prior year amounts have been reclassified in order to conform to the current year presentation. On February 14, 2025, the Company announced the sale of its glass reinforcements (“GR”) business. The transaction represented a strategic shift that has a major effect on the Company’s operations and financial results and therefore, beginning with the quarterly report on Form 10-Q for the period ended March 31, 2025, and including this quarterly report on Form 10-Q for the period ended March 31, 2026, the GR financial results are reflected in the Company’s consolidated financial statements as discontinued operations for all periods presented. Unless otherwise specified, these notes to the Consolidated Financial Statements reflect continuing operations. The Consolidated Statements of Cash Flows present cash flows from both continuing and discontinued operations. Please refer to Note 2 of the Consolidated Financial Statements for further information.

Revenue Recognition

As of March 31, 2026, our contract liability balances (for extended warranties, down payments and deposits, collectively) totaled \$133 million. As of December 31, 2025, our contract liability balances totaled \$133 million, of which \$17 million was recognized as revenue in the three months ended March 31, 2026. As of December 31, 2024, our contract liability balances (for extended warranties, down payments and deposits, collectively) totaled \$118 million, of which \$12 million was recognized as revenue in the three months ended March 31, 2025.

Cash, Cash Equivalents and Restricted Cash

The Company defines cash and cash equivalents as cash and time deposits with maturities of three months or less when purchased. Restricted cash primarily represents amounts received from a counterparty related to its performance assurance on an executory contract, and is included in Other current assets on the Consolidated Balance Sheets. These amounts are contractually required to be set aside, and the counterparty can exchange the cash for another form of performance assurance at its discretion. Please refer to Note 16 for additional disclosures related to Supplemental Cash Flow Information.

Accounts Receivable

Our customers consist mainly of distributors, home centers, contractors and retailers. Two of our largest customers accounted for approximately 20% and 16%, respectively, of accounts receivable as of March 31, 2026.

Supplier Finance Programs

We review supplier terms and conditions on an ongoing basis, and have negotiated payment terms extensions in recent years in connection with our efforts to reduce working capital and improve cash flow. Separate from those terms extension actions, certain of our subsidiaries have entered into paying agency agreements with third-party administrators. These voluntary supply chain finance programs (collectively, the “Programs”) generally give participating suppliers the ability to sell, or otherwise pledge as collateral, their receivables from the Company to the participating financial institutions, at the sole discretion of both the suppliers and financial institutions. The Company is not a party to the arrangements between the suppliers and the financial institutions. The Company’s obligations to its suppliers, including amounts due and scheduled payment dates, are not impacted by the suppliers’ decisions to sell, or otherwise pledge as collateral, amounts under these arrangements. The Company’s payment terms to the financial institutions, including the timing and amount of payments, are based on the original supplier invoices. One of our Programs includes a parent guarantee to the participating financial institution for a certain U.S. subsidiary that, at the time of the respective program’s inception in 2015, was a guarantor subsidiary of the Company’s credit agreement. The obligations are presented as Accounts payable within Total current liabilities on the Consolidated Balance Sheets and all activity related to the obligations is presented within operating activities on the Consolidated Statements of Cash Flow.

OWENS CORNING AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

The Company's confirmed outstanding obligations under the Programs totaled \$168 million and \$196 million as of March 31, 2026 and December 31, 2025, respectively. The amounts of invoices paid under the Programs totaled \$155 million and \$152 million for the three months ended March 31, 2026 and March 31, 2025, respectively.

Pension and Other Postretirement Benefits

The Company sponsors defined benefit pension plans. Under the plans, pension benefits are based on an employees' years of service and, for certain categories of employees, qualifying compensation. Company contributions to these pension plans are determined by an independent actuary to meet or exceed minimum funding requirements.

The Company maintains healthcare and life insurance benefit plans for certain retired employees and their dependents. The health care plans in the United States are non-funded and pay either (1) stated percentages of covered medically necessary expenses, after subtracting payments by Medicare or other providers and after stated deductibles have been met, or (2) fixed amounts of medical expense reimbursement.

Accounting for pensions and other postretirement benefits involves estimating the cost of benefits to be provided well into the future and attributing that cost over the time period each employee works. To accomplish this, extensive use is made of assumptions about investment returns, discount rates, inflation, mortality, turnover and medical costs.

Derivative Financial Instruments

The Company is exposed to commodity price, foreign currency exchange rate, and interest rate risks in the normal course of business. The Company's risk management program uses derivative financial instruments to manage a portion of the volatility associated with these exposures and does not enter into derivatives for trading purposes.

Derivatives designated as cash flow hedges are assessed for effectiveness quarterly. Changes in the fair value of effective cash flow hedges are recorded in Accumulated other comprehensive deficit ("AOCI") and reclassified into Cost of sales on the Consolidated Statements of Earnings in order to mirror the location of the hedged items impacting earnings. Cash settlements related to commodity cash flow hedges are included in Operating activities in the Consolidated Statements of Cash Flows.

The Company uses foreign exchange forward contracts to manage foreign currency risk associated with certain monetary assets and liabilities recorded on the Consolidated Balance Sheets. Gains and losses from the changes in the fair value of these instruments are recorded in Other (income) expense, net on the Consolidated Statements of Earnings, and are substantially offset by remeasurement impacts on the related foreign currency denominated balances. As of March 31, 2026, the Company had total notional amounts of \$176 million for non-designated derivative financial instruments related to foreign currency exposures in U.S. Dollars primarily related to the Mexican Peso, Indian Rupee, Chinese Yuan, Hong Kong Dollar, South Korean Won, Brazilian Real, Chilean Peso and the Japanese Yen. In addition, the Company had notional amounts of \$142 million for non-designated derivative financial instruments related to foreign currency exposures in European Euro primarily related to the Polish Złoty, Danish Krone and the Norwegian Krone.

In 2020, the Company entered into a \$175 million forward U.S. Treasury rate lock agreement to manage the U.S. Treasury portion of its interest rate risk associated with anticipated debt issuance. The agreement was designated as a cash flow hedge and was settled in December 2022. Upon settlement, the Company received cash proceeds of \$37 million, of which \$31 million was deferred into AOCI and is being amortized to interest expense over the term of the Company's 5.700% senior notes due 2034. During the three months ended March 31, 2026, less than \$1 million was recognized in interest expense related to amortization. As of March 31, 2026, \$26 million of unrecognized gains related to the rate lock agreement remained in AOCI.

There have been no significant changes in the Company's objectives, strategies, or derivative programs since December 31, 2025. For a complete discussion of the Company's derivative instruments and hedging activities, see Note 5 of the Consolidated Financial Statements within our 2025 Form 10-K.

Related Party Transactions

In the first quarter of 2021, a related party relationship was established as a result of a former member of the Company's Board of Directors being named an executive officer of one of the Company's preexisting suppliers. The related party transactions with this supplier consist of the purchase of raw materials. Purchases from the related party supplier were \$17 million and \$25 million for the three months ended March 31, 2026 and 2025, respectively. As of March 31, 2026 and December 31, 2025, amounts due to the related party supplier were \$6 million and \$2 million, respectively.

OWENS CORNING AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Accounting Pronouncements

New Pronouncements Adopted

In July 2025, the Financial Accounting Standards Board ("FASB") issued **Accounting Standard Updates ("ASU") 2025-05, "Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets,"** which provides entities with a practical expedient when estimating expected credit losses for current accounts receivable and contract assets arising from transactions accounted for under ASC 606. The guidance is effective January 1, 2026. We have adopted and determined that this guidance did not have a material effect on our Consolidated Financial Statements.

New Pronouncements Issued

In December 2025, the FASB issued **ASU 2025-11, "Interim Reporting (Topic 270): Narrow-Scope Improvements,"** which improves the navigability and clarity of the interim reporting guidance. The guidance is effective January 1, 2028. We are currently assessing the impact adopting this standard will have on our Consolidated Financial Statement disclosures. We do not believe the adoption of this guidance will have a material effect on our results of operations.

In December 2025, the FASB issued **ASU 2025-10, "Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities,"** which establishes recognition, measurement, and presentation guidance for government grants received by business entities. The guidance is effective January 1, 2029. We are currently assessing the impact adopting this standard will have on our Consolidated Financial Statement disclosures. We do not believe the adoption of this guidance will have a material effect on our results of operations.

In November 2025, the FASB issued **ASU 2025-09, "Derivatives and Hedging (Topic 815): Hedge Accounting Improvements,"** which enhances hedge accounting by aligning financial reporting more closely with actual economic risk management and introduces certain targeted refinements. The guidance is effective January 1, 2027. We are currently assessing the impact adopting this standard will have on our Consolidated Financial Statement disclosures. We do not believe the adoption of this guidance will have a material effect on our results of operations.

In September 2025, the FASB issued **ASU 2025-06, "Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software,"** which includes targeted improvements to recognition guidance for capitalizing software costs, replacing the previous stage-based model with a principles-based framework. The guidance is effective January 1, 2028. We are currently assessing the impact adopting this standard will have on our Consolidated Financial Statement disclosures. We do not believe the adoption of this guidance will have a material effect on our results of operations.

In November 2024, the FASB issued **ASU 2024-03, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40),"** which requires enhanced expense-category disclosures in the notes to the financial statements. In November 2024, the FASB issued **ASU 2025-01, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40),"** which clarifies the effective date of ASU 2024-03. The guidance is effective January 1, 2027 for the Company, with interim adoption beginning in 2028. The Company is currently assessing the impact adoption of this standard will have on its consolidated financial statement disclosures and does not believe adoption will have a material effect on its results of operations.

In October 2023, the FASB issued **ASU 2023-06, "Disclosure Improvements,"** which modifies the disclosure or presentation requirements for a variety of Topics. The effective date for each topic is contingent on future SEC rule setting. We are currently assessing the impact adopting this standard will have on our Consolidated Financial Statement disclosures. We do not believe the adoption of this guidance will have a material effect on our results of operations.

2. DISCONTINUED OPERATIONS

On February 13, 2025, the Company entered into a definitive agreement ("GR Agreement") for the sale of our GR business for a purchase price of approximately \$436 million, less costs to sell. The GR business, historically part of the Company's Composites segment, manufactures, fabricates, and sells glass fiber reinforcements for a wide variety of applications in wind energy, infrastructure, industrial, transportation and consumer markets.

The transaction represented a strategic shift that has a major effect on the Company's operations and financial results and therefore, beginning with the quarterly report on Form 10-Q for the period ended March 31, 2025, GR's financial results are reflected in the Company's consolidated financial statements as discontinued operations for all periods presented.

OWENS CORNING AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

As a result of classifying our GR business as a discontinued operation, a portion of the Goodwill from our former Composites reporting unit was allocated to the balance sheets of the discontinued operation. As of the date of classification of GR as a discontinued operation, the Company determined the amount of Goodwill to allocate based on the relative fair values of the discontinued operation and the former Composites reporting unit, which resulted in an allocation of Goodwill to the discontinued operation of \$98 million as of the held for sale date.

On April 14, 2026, the Company entered into an amendment to the GR Agreement ("Amendment") to address changing market conditions. The Amendment includes a \$110 million decrease in the purchase price, the transfer of approximately \$32 million in carrying value of additional assets at close and elimination of the \$225 million promissory notes that were to be issued to the Company by the purchasers. As of March 31, 2026, the estimated purchase price was \$413 million, net of cash, less costs to sell. The change since signing is due to revised terms of the transaction as well as other changes in customary and transaction-specific price adjustments.

During the three months ended March 31, 2026, the Company incurred a pre-tax loss of \$182 million, resulting primarily from the Amendment, which we determined to be indicative of conditions that existed as of March 31, 2026. The loss was determined by comparing the carrying value of the discontinued operation to the fair value of the discontinued operation, defined as the sale price less estimated selling costs. The loss is presented within Net loss from discontinued operations attributable to Owens Corning, net of tax, on the Consolidated Statements of Earnings. An estimated valuation allowance of \$590 million is recorded within Non-current assets of discontinued operations, on the Consolidated Balance Sheets. The Company closed the sale on April 30, 2026 and does not expect to recognize material incremental charges related to the transaction.

The following table summarizes (Loss)/Earnings from discontinued operations attributable to Owens Corning, net of tax included within the Consolidated Statements of Earnings:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
NET SALES	\$ 312	\$ 270
COST OF SALES	248	204
OPERATING EXPENSES		
Marketing and administrative expenses	20	17
Loss from classification as discontinued operation	182	362
Other expense, net	6	2
Total operating expenses	208	381
Interest expense, net	—	1
Income tax expense	(1)	32
NET LOSS ATTRIBUTABLE FROM DISCONTINUED OPERATIONS TO OWENS CORNING, NET OF TAX	\$ (143)	\$ (348)

OWENS CORNING AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Major classes of assets and liabilities of discontinued operations include the following:

<i>(In millions)</i>	March 31, 2026	December 31, 2025
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 13	\$ 54
Receivables, less allowance	193	135
Inventories	204	218
Other current assets	21	19
Current assets of discontinued operations	431	426
Property, plant and equipment, net	498	454
Goodwill	99	100
Deferred income taxes	—	2
Valuation allowance for discontinued operations	(590)	(408)
Other non-current assets	105	106
Non-current assets of discontinued operations	\$ 112	\$ 254
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	\$ 106	\$ 130
Other current liabilities	83	92
Current liabilities of discontinued operations	189	222
Other liabilities	96	96
Non-current liabilities of discontinued operations	\$ 96	\$ 96

Cash flows related to discontinued operations are included within the Consolidated Statements of Cash Flows. Cash paid for property, plant and equipment for the three months ended March 31, 2026 and March 31, 2025 was \$23 million and \$21 million, respectively.

3. SEGMENT INFORMATION

Effective January 1, 2025, due to a strategic shift in how we manage our business as a result of the GR Agreement, we reorganized our reportable segments to align to our new operating and management structure. The Company now has three reportable segments: Roofing, Insulation and Doors. The Company's vertically integrated glass nonwoven business that supports the Company's Roofing business and other building products customers, along with its composite lumber business, were integrated into the Roofing segment. Two glass melting plants, which make fiber for the nonwoven business, were integrated into the Insulation segment.

Operating segments are aggregated into reportable segments based on consideration of the following factors: similarity of economic characteristics, the nature of business activities, the management structure directly accountable to our chief operating decision maker ("CODM") for operating and administrative activities, availability of discrete financial information and information presented to the Board of Directors and investors. Accounting policies for the segments are the same as those for the Company. The Company's three reportable segments are defined as follows:

Roofing – Within our Roofing segment, the Company manufactures and sells residential roofing shingles, oxidized asphalt materials, roofing components and composite lumber primarily used in residential construction. Roofing also manufactures and sells glass mat and specialty veil materials used in building and construction applications.

Insulation – Within our Insulation segment, the Company manufactures and sells thermal and acoustical batts, loose fill insulation, spray foam insulation, wet use chopped strand, foam sheathing and accessories. It also manufactures and sells glass fiber pipe insulation, energy efficient flexible duct media, bonded and granulated stone wool insulation, cellular glass insulation, and foam insulation used in above- and below-grade construction applications.

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Doors - Within our Doors segment, the Company manufactures and sells interior and exterior doors and door systems, including entry doors, interior doors, and related door components. These products are primarily used in residential construction and remodeling applications.

NET SALES

The following tables show a disaggregation of our net sales by segment and geographic region. Corporate eliminations (shown below) largely reflect intercompany sales from Insulation and Roofing. External customer sales are attributed to geographic region based upon the location from which the product is sold to the external customer.

<i>(In millions)</i>	Three Months Ended March 31, 2026					
	Roofing	Insulation	Doors	Subtotal	Eliminations	Consolidated
<u>Disaggregation Categories</u>						
North America Residential	\$ 803	\$ 346	\$ 413	\$ 1,562	\$ (34)	\$ 1,528
North America Non-Residential	103	332	—	435	(2)	433
Total North America	906	678	413	1,997	(36)	1,961
Europe	52	185	59	296	(1)	295
Asia-Pacific	2	—	—	2	—	2
Rest of world	—	4	3	7	—	7
NET SALES	\$ 960	\$ 867	\$ 475	\$ 2,302	\$ (37)	\$ 2,265

<i>(In millions)</i>	Three Months Ended March 31, 2025					
	Roofing	Insulation	Doors	Subtotal	Eliminations	Consolidated
<u>Disaggregation Categories</u>						
North America Residential	\$ 968	\$ 382	\$ 479	\$ 1,829	\$ (35)	\$ 1,794
North America Non-Residential	100	332	—	432	(2)	430
Total North America	1,068	714	479	2,261	(37)	2,224
Europe	48	166	56	270	(2)	268
Asia-Pacific	4	25	—	29	—	29
Rest of world	—	4	5	9	—	9
NET SALES	\$ 1,120	\$ 909	\$ 540	\$ 2,569	\$ (39)	\$ 2,530

EARNINGS BEFORE INTEREST, TAXES, DEPRECIATION AND AMORTIZATION

The Company identifies the Chief Executive Officer as the chief operating decision maker ("CODM"). In applying the criteria set forth in the standards for reporting information about segments in financial statements, we have determined that we have three reportable segments – Roofing, Insulation, and Doors. The key factors used to identify these reportable segments are the organization and alignment of our internal operations and the nature of our products. The CODM uses earnings before interest, taxes, depreciation and amortization ("EBITDA") for each reportable segment to assess segment performance and make decisions on the allocation of resources. Segment EBITDA targets are established on an annual basis and used by the CODM throughout the year to compare with actual results. Quarterly forecasts supplement annual targets and provide incremental information utilized to assess the performance of a segment. Segment EBITDA variance analysis further provides insight into segment operational cost optimization.

The Company does not regularly provide significant segment expense detail to the CODM. EBITDA by segment consists of net sales less related costs and expenses, which are mainly comprised of cost of sales and marketing and administrative costs. EBITDA is presented on a basis that is used internally for evaluating segment performance. Certain items, such as general corporate expenses or income and certain other expense or income items, are excluded from the internal evaluation of segment performance. Accordingly, these items are not reflected in EBITDA for our reportable segments and are included within Corporate, Other and Eliminations.

OWENS CORNING AND SUBSIDIARIES
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The following table summarizes EBITDA by segment:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Reportable Segments		
Roofing	\$ 231	\$ 332
Insulation	167	225
Doors	34	68
Total reportable segments	432	625
Corporate, Other and Eliminations		
Restructuring excluding depreciation	(43)	(3)
Acquisition-related integration costs excluding depreciation	(9)	(2)
Gains on sale of certain precious metals	12	9
Impairment of venture investment	(7)	—
Paroc marine recall	(32)	(1)
Gain (Loss) on sale of businesses	4	(2)
General corporate expense and other	(63)	(60)
Total Corporate, other and eliminations	(138)	(59)
Depreciation and amortization	(174)	(159)
Interest expense, net	(66)	(64)
EARNINGS FROM CONTINUING OPERATIONS BEFORE TAXES	\$ 54	\$ 343

TOTAL ASSETS AND PROPERTY, PLANT AND EQUIPMENT

The following table summarizes total assets by segment:

<i>(In millions)</i>	March 31, 2026	December 31, 2025
Assets allocated to reportable segments		
Roofing	\$ 3,614	\$ 3,223
Insulation	4,606	4,548
Doors	3,178	3,234
Total reportable segments	11,398	11,005
Assets not allocated to reportable segments		
Cash and cash equivalents	272	345
Non-current deferred income taxes	13	10
Investments in affiliates	62	62
Corporate property, plant and equipment, other assets and eliminations	803	878
TOTAL ASSETS FROM CONTINUING OPERATIONS	\$ 12,548	\$ 12,300

The following table summarizes total property, plant and equipment, net by geographic region:

<i>(In millions)</i>	March 31, 2026	December 31, 2025
North America	\$ 3,387	\$ 3,421
Europe	634	646
Asia Pacific	61	63
Rest of world	39	40
PROPERTY, PLANT AND EQUIPMENT, NET FROM CONTINUING OPERATIONS	\$ 4,121	\$ 4,170

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ADDITIONS TO PROPERTY, PLANT AND EQUIPMENT

The following table summarizes cash paid for property, plant and equipment by segment:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Reportable Segments		
Roofing	\$ 69	\$ 62
Insulation	102	81
Doors	18	18
Total reportable segments	189	161
General corporate additions	21	21
ADDITIONS TO PROPERTY, PLANT AND EQUIPMENT FROM CONTINUING OPERATIONS	\$ 210	\$ 182

4. INVENTORIES

Inventories consist of the following:

<i>(In millions)</i>	March 31, 2026	December 31, 2025
Finished goods	\$ 848	\$ 824
Materials and supplies	644	648
Total inventories	\$ 1,492	\$ 1,472

5. GOODWILL AND OTHER INTANGIBLE ASSETS

The Company tests goodwill and indefinite-lived intangible assets for impairment as of October 1st each year, or more frequently should circumstances change or events occur that would more likely than not reduce the fair value of a reporting unit below its carrying amount.

Goodwill

The changes in the net carrying amount of goodwill by segment are as follows:

<i>(In millions)</i>	Roofing	Insulation	Doors	Total
Gross carrying amount at December 31, 2025	\$ 661	\$ 1,620	\$ 1,515	\$ 3,796
Divestiture	—	—	(7)	(7)
Foreign currency translation	(1)	(12)	(3)	(16)
Gross carrying amount at March 31, 2026	660	1,608	1,505	3,773
Accumulated impairment losses at December 31, 2025	—	(982)	(1,135)	(2,117)
Foreign currency translation	—	8	—	8
Accumulated impairment losses at March 31, 2026	—	(974)	(1,135)	(2,109)
Balance, net of impairment at March 31, 2026	\$ 660	\$ 634	\$ 370	\$ 1,664

OWENS CORNING AND SUBSIDIARIES
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Other Intangible Assets

Other intangible assets consist of the following:

<i>(In millions)</i>	March 31, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived trademarks and trade names	\$ 1,195	\$ —	\$ 1,195	\$ 1,197	\$ —	\$ 1,197
Amortizable intangible assets						
Customer relationships	1,544	(453)	1,091	1,551	(431)	1,120
Technology	381	(249)	132	382	(241)	141
Trademarks and trade names	30	(7)	23	31	(7)	24
Other (a)	59	(2)	57	55	(2)	53
Total other intangible assets	\$ 3,209	\$ (711)	\$ 2,498	\$ 3,216	\$ (681)	\$ 2,535

(a) Other primarily includes emissions rights.

Indefinite-Lived Intangible Assets

As of March 31, 2026, there is one indefinite-lived intangible asset that was at an increased risk of impairment. This asset is used by our Doors segment and had a value of \$156 million as of March 31, 2026.

Definite-Lived Intangible Assets

The Company amortizes the cost of other intangible assets over their estimated useful lives which, individually, range up to 25 years. The Company's future cash flows are not materially impacted by its ability to extend or renew agreements related to its amortizable intangible assets.

Amortization expense for intangible assets for the three months ended March 31, 2026 and 2025 was \$34 million and \$38 million, respectively. Amortization expense for intangible assets is estimated to be \$100 million for the remainder of 2026.

The estimated amortization expense for intangible assets for the next five years is as follows:

<i>(In millions)</i>	Amortization
2027	\$ 126
2028	\$ 125
2029	\$ 110
2030	\$ 102
2031	\$ 101

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6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

<i>(In millions)</i>	March 31, 2026	December 31, 2025
Land	\$ 183	\$ 185
Buildings and leasehold improvements	1,452	1,418
Machinery and equipment	5,497	5,471
Construction in progress	505	535
Property, plant and equipment, gross	7,637	7,609
Accumulated depreciation	(3,516)	(3,439)
Property, plant and equipment, net	\$ 4,121	\$ 4,170

Machinery and equipment includes certain precious metals used in our production tooling, which comprise approximately 3% and 4% of total machinery and equipment as of March 31, 2026 and December 31, 2025, respectively.

Our production tooling needs are changing due to the announced sale of our GR business. As a result, the Company sold certain precious metals resulting in gains of \$2 million and \$9 million for the three months ended March 31, 2026 and March 31, 2025, respectively. These gains are included in Other expense, net on the Consolidated Statements of Earnings and are reflected in the Corporate, Other and Eliminations reporting category. The cash proceeds from the sales are included in Net cash flow used for investing activities in the Consolidated Statements of Cash Flow.

We also exchanged certain precious metals used in production tooling for certain other precious metals to be used in production tooling. During the three months ended March 31, 2026, these non-cash exchanges resulted in a net increase to Machinery and equipment of \$10 million and a gain of \$10 million. There were no significant non-cash exchanges during the three months ended March 31, 2025. These gains are included in Other expense, net on the Consolidated Statements of Earnings and reflected in the Corporate, Other and Eliminations reporting category. These non-cash investing activities are not included in Net cash flow used by investing activities in the Consolidated Statements of Cash Flows. We do not expect these non-cash exchanges to materially impact our current or future capital expenditure requirements or rate of depletion.

7. DIVESTITURES

On February 24, 2026, the Company entered into an agreement and sold its distribution business, that was part of the Doors segment, which further aligns with our strategy to streamline operations in the segment. The business represented annual net revenues of approximately \$70 million. As a result of the sale, the Company received consideration of approximately \$40 million, net of cash sold and subject to customary working capital adjustments, and recognized a pre-tax gain on sale of approximately \$4 million during the three months ended March 31, 2026, which is recorded in Other expense, net on the Consolidated Statements of Earnings.

On November 4, 2024, the Company entered into a related party agreement to sell its building materials business in China and Korea to a member of the business' management team. The disposal further aligns with the strategy to reshape the Company to focus on residential and commercial building products in North America and Europe. The transaction included six insulation manufacturing facilities in China and a roofing manufacturing facility in Korea. The building materials business, within the Insulation segment, represented annual revenues of approximately \$130 million. The Company completed the transaction in July 2025 and is in the process of finalizing certain related transfers, which are expected to be completed by the end of the second quarter of fiscal year 2026.

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8. WARRANTIES

The Company records a liability for warranty obligations at the date the related products are sold. Adjustments are made as new information becomes available. Please refer to Note 1 of the Consolidated Financial Statements within our 2025 Form 10-K for information about our separately-priced extended warranty contracts. The warranty liability is included in Other liabilities and Other current liabilities on the Consolidated Balance Sheets. A reconciliation of the warranty liability is as follows:

<i>(In millions)</i>	March 31,	
	2026	2025
Beginning balance	\$ 91	\$ 99
Amounts accrued for current year	6	6
Settlements/adjustments of warranty claims	(10)	(6)
Ending balance	<u>\$ 87</u>	<u>\$ 99</u>

9. RESTRUCTURING

The Company may incur restructuring, and other exit costs in connection with its global cost reduction, product line and productivity initiatives and the Company's growth strategy.

Global Corporate Restructuring

In the first quarter of 2026, the Company took actions to reduce operating expenses. These actions are expected to result in cumulative charges of approximately \$58 million, primarily related to severance and other exit costs. During the first three months of 2026, the Company recorded \$32 million of cash charges related to severance.

Roofing Integration Restructuring

In September 2025, the Company took actions to reduce costs in its Roofing segment, primarily through relocation of its lumber facility. These actions are expected to result in cumulative charges of approximately \$22 million, primarily related to accelerated depreciation, asset write-offs, and other exit costs. During the first three months of 2026, the Company recorded \$1 million of non-cash charges related to accelerated depreciation.

Building Materials Business Sale Restructuring

On November 4, 2024, the Company entered into a related party agreement to sell its Insulation segment's building materials business in China and Korea to a member of the business' management team. Following the signing of the agreement, the Company took actions to reduce headcount and implement cost savings initiatives. These actions are expected to result in cumulative costs of approximately \$15 million, primarily related to severance and other exit costs. During the first three months of 2025 and 2026, the Company did not incur any charges related to this project. The Company does not expect to recognize significant incremental costs related to these actions.

Acquisition-Related Restructuring

Following the acquisition of Masonite, within the Company's Doors segment, the Company took actions to realize expected synergies from the newly acquired operations by closing certain locations and consolidating production. These actions include the decision to close the Santiago, Chile facility in 2024. In the second quarter of 2025, the Company announced the closure of the Prineville, Oregon facility. In the third quarter of 2025, the Company announced the closure of the Greenville, Texas facility. In the fourth quarter of 2025, the Company announced the closure of the Aldergrove, British Columbia facility and the Mesquite, Texas facility.

In connection with the Prineville closure, the Company estimates it will incur cash charges of approximately \$12 million, primarily related to contract termination costs, severance and other exit costs, and non-cash charges of approximately \$30 million, primarily related to accelerated depreciation and write-offs of inventory.

In connection with the Greenville closure, the Company estimates it will incur cash charges of approximately \$7 million, primarily related to severance and other exit costs, and non-cash charges of approximately \$10 million, primarily related to accelerated depreciation.

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In connection with the Aldergrove closure, the Company estimates it will incur cash charges of approximately \$22 million, primarily related to lease termination and severance, and non-cash charges of approximately \$7 million primarily related to accelerated depreciation.

In connection with the Mesquite closure, the Company estimates it will incur cash charges of approximately \$2 million, primarily related to other exit costs, and non-cash charges of approximately \$7 million, primarily related to accelerated depreciation.

During the first three months of 2026, the Company recorded \$13 million, consisting primarily of non-cash charges related to other exit costs and accelerated depreciation. During the first three months of 2025, the Company recorded \$4 million of charges related to these actions. The Company is continuing to review synergies as a result of this acquisition and expects to incur incremental costs throughout 2026.

Global Composites Restructuring

In December 2023, the Company took actions to reduce costs throughout our former global Composites segment due to market conditions, primarily through global workforce reductions, as well as streamlining manufacturing and supply chain operations. These actions primarily include salaried workforce reductions and the relocation of the Changzhou, China operations to Hangzhou, China.

In connection with these actions, the Company estimates it will incur cash charges in the range of \$20 million to \$30 million, primarily related to severance and other exit costs, including termination costs, and non-cash charges in the range of \$15 million to \$20 million, primarily related to accelerated depreciation.

During the first three months of 2025 and 2026, the Company did not incur any charges related to this project. The Company does not expect to recognize significant incremental costs related to these actions.

European Operating Structure Optimization

In March 2023, the Company took actions to optimize the operating structure of its segments across Europe to increase its competitiveness. These actions are expected to result in cumulative costs of approximately \$20 million, primarily related to severance and other exit costs.

During the first three months of 2026, the Company did not incur any charges related to this project. During the first three months of 2025, the Company recorded \$1 million of income primarily related to a reduction in severance. The Company does not expect to recognize significant incremental costs related to these actions.

Consolidated Statements of Earnings From Continuing Operations Classification

The following table presents the impact and respective location of total restructuring on the Consolidated Statements of Earnings From Continuing Operations, which are included within Corporate, Other and Eliminations:

<i>(In millions)</i>	Location	Three Months Ended March 31,	
		2026	2025
Accelerated depreciation	Cost of sales	\$ (3)	\$ —
Other exit costs	Cost of sales	(5)	—
Severance	Other expense, net	(32)	(2)
Other exit costs	Other expense, net	(6)	(1)
Total Restructuring Costs		\$ (46)	\$ (3)

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Summary of Unpaid Liabilities

The following tables summarize the status of the unpaid liabilities from the Company's restructuring activities:

	March 31, 2026					
<i>(In millions)</i>	Building Materials Business Sale	Acquisition-related Restructuring	Global Composites Restructuring	European Operating Structure Optimization	Roofing Integration Restructuring	Global Corporate Restructuring
Balance at December 31, 2025	\$ —	\$ 11	\$ 10	\$ —	\$ 1	\$ —
Restructuring costs	—	13	—	—	1	32
Payments	—	(7)	(4)	—	(1)	(2)
Accelerated depreciation and other non-cash items	—	(12)	—	—	(1)	—
Balance at March 31, 2026	\$ —	\$ 5	\$ 6	\$ —	\$ —	\$ 30
Cumulative charges incurred	\$ 4	\$ 122	\$ 40	\$ 12	\$ 9	\$ 32

As of March 31, 2026, the remaining liability balance was primarily comprised of \$41 million related to severance, which the Company expects to pay over the next twelve months.

	March 31, 2025			
<i>(In millions)</i>	Building Materials Business Sale	Acquisition-related Restructuring	Global Composites Restructuring	European Operating Structure Optimization
Balance at December 31, 2024	\$ 6	\$ 3	\$ 14	\$ 5
Restructuring costs	—	4	—	(1)
Payments	—	(4)	(1)	(1)
Accelerated depreciation and other non-cash items	—	—	—	(1)
Balance at March 31, 2025	\$ 6	\$ 3	\$ 13	\$ 2
Cumulative charges incurred	\$ 6	\$ 59	\$ 33	\$ 14

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10. DEBT

Details of the Company's outstanding long-term debt, as well as the fair values, are as follows:

<i>(In millions)</i>	March 31, 2026		December 31, 2025	
	Carrying Value	Fair Value	Carrying Value	Fair Value
3.400% senior notes, net of discount and financing fees, due 2026	\$ 400	100 %	\$ 399	100 %
5.500% senior notes, net of discount and financing fees, due 2027	498	101 %	498	102 %
3.950% senior notes, net of discount and financing fees, due 2029	448	98 %	448	99 %
3.500% senior notes, net of discount and financing fees, due 2030	2	90 %	2	100 %
3.500% senior notes, net of discount and financing fees, due 2030	345	96 %	343	97 %
3.875% senior notes, net of discount and financing fees, due 2030	299	97 %	299	98 %
5.700% senior notes, net of discount and financing fees, due 2034	791	103 %	791	105 %
7.000% senior notes, net of discount and financing fees, due 2036	369	112 %	369	114 %
4.300% senior notes, net of discount and financing fees, due 2047	590	79 %	590	82 %
4.400% senior notes, net of discount and financing fees, due 2048	391	80 %	391	82 %
5.950% senior notes, net of discount and financing fees, due 2054	683	99 %	683	102 %
Various finance leases, due through 2050 (a)	308	100 %	309	100 %
Total long-term debt	5,124	N/A	5,122	N/A
Less – current portion of senior notes	400	100 %	399	100 %
Less – current portion of finance leases and other (a)	38	100 %	36	100 %
Long-term debt, net of current portion	\$ 4,686	N/A	\$ 4,687	N/A

(a) The Company determined that the book value of the above noted long-term debt instruments approximates fair value.

The fair values of the Company's outstanding long-term debt instruments were estimated using market observable inputs, including quoted prices in active markets, market indices and interest rate measurements. Within the hierarchy of fair value measurements, these are Level 2 fair values.

Senior Notes

The Company issued \$500 million of 2027 senior notes with an annual interest rate of 5.500%, \$800 million of 2034 senior notes with an annual interest rate of 5.700% and \$700 million of 2054 senior notes with an annual interest rate of 5.950% on May 31, 2024. The proceeds from these notes were used to repay a portion of the outstanding borrowings under the 364-Day Credit Facility (as defined below) that was used to fund a portion of the purchase of Masonite in the second quarter of 2024 and to pay related fees and expenses.

On May 1, 2024, in connection with the acquisition of Masonite, we commenced an offer to exchange (the "Exchange Offer") any and all of Masonite's outstanding 3.50% Senior Notes due 2030 (the "Masonite 2030 notes") for new 3.50% Senior Notes due 2030 of Owens Corning (the "Owens Corning 2030 notes"). On May 22, 2024, 99.51% of the outstanding Masonite 2030 notes were exchanged and we issued \$373 million aggregate principal amount of Owens Corning 2030 notes, which was a non-cash financing transaction for the Company. Interest on the notes is payable semiannually in arrears on February 15 and August 15 each year, beginning on August 15, 2024. Following the settlement of the Exchange Offer, approximately \$2 million of the Masonite 2030 notes that were not exchanged remain outstanding, which has been recorded on the Consolidated Balance Sheets.

On April 15, 2024, in connection with the acquisition of Masonite, we commenced a tender offer (the "Tender Offer") to purchase any and all of Masonite's outstanding 5.375% Senior Notes due 2028 (the "Masonite 2028 notes") with an aggregate value of \$501 million. On May 13, 2024, 94.25% of the outstanding Masonite 2028 notes were validly tendered, with Owens Corning making a cash payment on May 16, 2024 of approximately \$480 million, inclusive of \$7 million of interest and \$1 million premium on tender. Following the settlement of the Tender Offer, approximately \$29 million of the Masonite 2028 notes that were not tendered remained outstanding. On February 1, 2025, the Company issued a par call to repay the remaining portion of its outstanding Masonite 2028 notes for \$30 million inclusive of accrued interest.

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The Company issued \$300 million of 2030 senior notes on May 12, 2020. Interest on the notes is payable semiannually in arrears on June 1 and December 1 each year, beginning on December 1, 2020. The proceeds from these notes were used for general corporate purposes.

The Company issued \$450 million of 2029 senior notes on August 12, 2019. Interest on the notes is payable semiannually in arrears on February 15 and August 15 each year, beginning on February 15, 2020. The proceeds from these notes were used to repay \$416 million of our 2022 senior notes and \$34 million of our 2036 senior notes.

The Company issued \$400 million of 2048 senior notes on January 25, 2018. Interest on the notes is payable semiannually in arrears on January 30 and July 30 each year, beginning on July 30, 2018. The proceeds from these notes were used, along with borrowings on a \$600 million term loan commitment and borrowings on the Receivables Securitization Facility (as defined below), to fund the purchase of Paroc in the first quarter of 2018.

The Company issued \$600 million of 2047 senior notes on June 26, 2017. Interest on the notes is payable semiannually in arrears on January 15 and July 15 each year, beginning on January 15, 2018. A portion of the proceeds from these notes was used to fund the purchase of Pittsburgh Corning in 2017 and for general corporate purposes. The remaining proceeds were used to repay \$144 million of our 2019 senior notes and \$140 million of our 2036 senior notes.

The Company issued \$400 million of 2026 senior notes on August 8, 2016. Interest on the notes is payable semiannually in arrears on February 15 and August 15 each year, beginning on February 15, 2017. A portion of the proceeds from these notes was used to redeem \$158 million of our 2016 senior notes. The remaining proceeds were used to pay down portions of our Receivables Securitization Facility and for general corporate purposes. As of March 31, 2026, the \$400 million outstanding balance related to the 2026 senior notes was recorded in Long-term debt – current portion on the Consolidated Balance Sheets.

The Company issued \$550 million of 2036 senior notes on October 31, 2006. Interest on the notes is payable semiannually in arrears on June 1 and December 1 each year, beginning on June 1, 2007. The proceeds of these notes were used to pay certain unsecured and administrative claims, finance general working capital needs and for general corporate purposes.

Collectively, the Company's senior notes above, other than the Masonite 2028 notes or the Masonite 2030 notes, are referred to as the "Senior Notes." The Senior Notes are general unsecured obligations of the Company and rank *pari passu* with all existing and future senior unsecured indebtedness of the Company. The Company has the option to redeem all or part of the Senior Notes at any time at a "make-whole" redemption price. The Company is subject to certain covenants in connection with the issuance of the Senior Notes that it believes are usual and customary. The Company was in compliance with these covenants as of March 31, 2026.

Senior Revolving Credit Facility

On March 5, 2025, the Company amended its senior revolving credit facility (the "Senior Revolving Credit Facility") to increase the available principal amount from \$1.0 billion to \$1.5 billion and to extend the maturity to March 2030. The Senior Revolving Credit Facility includes both borrowings and letters of credit. Borrowings under the Senior Revolving Credit Facility may be used for general corporate purposes and working capital. The Company has the discretion to borrow under multiple options, which provide for varying terms and interest rates including the United States prime rate, federal funds rate plus a spread or forward-looking term rate based on the Secured Overnight Financing Rate ("Term SOFR") plus a spread.

The Senior Revolving Credit Facility contains various covenants, including a maximum allowed leverage ratio, that the Company believes are usual and customary for a senior unsecured credit agreement. The Senior Revolving Credit Facility was amended in February 2026 to exclude specified 2025 non-cash impairment charges from the leverage ratio calculation. The Company was in compliance with the covenants in the Senior Revolving Credit Facility as of March 31, 2026.

Commercial Paper

On March 5, 2025, the Company established a \$1.5 billion commercial paper program ("CP Program") for the issuance of unsecured commercial paper notes (the "CP Notes") with maturities ranging up to 397 days from the date of issuance. The CP Notes may not be voluntarily prepaid or redeemed by the Company prior to maturity and rank *pari passu* with all existing and future senior unsecured indebtedness of the Company. The proceeds from the CP Notes will be used to finance the Company's short-term liquidity needs and other general corporate purposes. The Senior Revolving Credit Facility is designated to be a liquidity backstop for the CP Notes outstanding under the CP Program. We do not intend to have outstanding borrowings under the CP Program in excess of available capacity under our Senior Revolving Credit Facility. As of March 31, 2026, there were \$380 million of CP Notes outstanding under the CP Program with a weighted average interest rate and weighted average maturity period of 4.10% and 9 days, respectively. As of December 31, 2025, there were \$50 million of CP Notes outstanding

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under the CP Program with a weighted average interest rate and weighted average maturity period of 3.95% and 13 days, respectively. The CP Notes are reported net of any discount and are included within Short-term debt on the Company's Consolidated Balance Sheets.

11. CONTINGENT LIABILITIES AND OTHER MATTERS

The Company may be involved in various legal and regulatory proceedings relating to employment, antitrust, tax, product liability, environmental, contracts, intellectual property and other matters (collectively, "Proceedings"). The Company regularly reviews the status of such Proceedings along with legal counsel. Liabilities for such Proceedings are recorded when it is probable that the liability has been incurred and when the amount of the liability can be reasonably estimated. Liabilities are adjusted when additional information becomes available. Except as set forth below under "Litigation and Regulatory Proceedings," management believes that the amount of any reasonably possible losses in excess of any amounts accrued, if any, with respect to such Proceedings or any other known claim, including the matters described below under the caption Environmental Matters (the "Environmental Matters"), are not material to the Company's financial statements. While the likelihood is remote, the disposition of the Proceedings and Environmental Matters could have a material impact on the results of operations, cash flows or liquidity in any given reporting period.

Litigation and Regulatory Proceedings

The Company is involved in litigation and regulatory proceedings from time to time in the regular course of its business. The Company believes that adequate provisions for resolution of all contingencies, claims and pending matters have been made for probable losses that are reasonably estimable.

During the second quarter of 2023, the Company's subsidiary, Paroc Group OY ("Paroc"), which the Company acquired in 2018, notified the appropriate European maritime regulatory authorities that specific products in its marine insulation product line may not meet certain fire safety requirements in accordance with their certifications. Paroc voluntarily withdrew these specific products from the market, issued recalls and suspended distribution and sales of these products (the "Recalled Products"). As of March 31, 2026 we have included a liability within Other current liabilities on the Consolidated Balance Sheets in the amount of \$83 million to cover the costs of the remediation associated with the Recalled Products. We do not expect to incur further material charges related to the Recalled Products.

Due to the discovery of these nonconformances, the Company reviewed the Paroc insulation product portfolio. That review has concluded. The review included the Company's assessment of potential nonconformances related to certain ventilation duct and steel beam insulation products. Paroc suspended sales of these affected insulation products but has not issued any recalls. While we expect to incur costs associated with the resolution of the identified ventilation duct and steel beam insulation products, the amount or range of any potential loss cannot be reasonably estimated at this time.

Environmental Matters

The Company has established policies and procedures designed to ensure that its operations are conducted in compliance with all relevant laws and regulations and that enable the Company to meet its high standards for corporate sustainability and environmental stewardship. Our manufacturing facilities are subject to numerous foreign, federal, state and local laws and regulations relating to the presence of hazardous materials, pollution and protection of the environment, including emissions to air, reductions of greenhouse gases, discharges to water, management of hazardous materials, handling and disposal of solid wastes, use of chemicals in our manufacturing processes and remediation of contaminated sites. All Company manufacturing facilities are either ISO 14001 certified or deploy environmental management systems based on ISO 14001 principles. The Company's 2030 Sustainability Goals include significant global reductions in energy use, water consumption, waste to landfill, and emissions of greenhouse gases, fine particulate matter, and volatile organic air emissions and protection of biodiversity.

Owens Corning is involved in remedial response activities and is responsible for environmental remediation at a number of sites, including certain of its currently owned or formerly owned plants. These responsibilities arise under a number of laws, including, but not limited to, the Federal Resource Conservation and Recovery Act, and similar state or local laws pertaining to the management and remediation of hazardous materials and petroleum. The Company has also been named a potentially responsible party under the U.S. Federal Superfund law, similar state or local laws pertaining to the management and remediation of hazardous materials and petroleum. The Company became involved in these sites as a result of government action or in connection with business acquisitions. As of March 31, 2026, the Company was involved with a total of 27 sites worldwide, including 12 Superfund and state or country equivalent sites and 15 owned or formerly owned sites. None of the liabilities for these sites are individually significant to the Company.

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Remediation activities generally involve a potential range of activities and costs related to soil, groundwater and sediment contamination. This can include pre-cleanup activities such as fact-finding and investigation, risk assessment, feasibility studies, remedial action design and implementation (where actions may range from monitoring to removal of contaminants, to installation of longer-term remediation systems). A number of factors affect the cost of environmental remediation, including the number of parties involved in a particular site, the determination of the extent of contamination, the length of time the remediation may require, the complexity of environmental regulations, variability in clean-up standards, the need for legal action and changes in remediation technology. Taking these factors into account, Owens Corning reasonably estimates the costs of remediation to be paid over a period of years. The Company accrues an amount on an undiscounted basis, when a liability is probable and reasonably estimable. Actual cost may differ from these estimates for the reasons mentioned above. Changes in required remediation procedures or timing of those procedures, or discovery of contamination at additional sites, could result in material increases to the Company's environmental obligations.

Other Matters

As a result of the decision of the U.S. Supreme Court in February 2026, the Company may be entitled to a refund of tariffs previously paid on certain imported products under the International Emergency Economic Powers Act. The Company estimates that approximately \$50 million of tariff payments may be eligible for refund as a result of the decision. As of March 31, 2026, the Company has not recorded an asset related to this matter. The Company continues to evaluate the matter and will recognize a refund when the right to receive such amounts becomes realized or realizable in accordance with ASC 450, Contingencies.

12. STOCK COMPENSATION

Description of the Plan

On April 20, 2023, the Company's stockholders approved the Owens Corning 2023 Stock Plan (the "2023 Stock Plan") which authorizes grants of stock options, stock appreciation rights, stock awards (including restricted stock awards, restricted stock units and bonus stock awards), performance share awards and performance share units. At March 31, 2026, the number of shares remaining available under the 2023 Stock Plan for all stock awards was 2.2 million. Future equity-based awards to Company employees who were former Masonite employees may be granted from the remaining available shares under the Masonite Stock Plan. At March 31, 2026, the number of shares remaining available under the Masonite Stock Plan was 0.6 million shares of Owens Corning common stock.

Prior to the 2023 Stock Plan, employees were eligible to receive stock awards under the Owens Corning 2019 Stock Plan.

Total Stock-Based Compensation Expense

Stock-based compensation expense included in Marketing and administrative expenses in the accompanying Consolidated Statements of Earnings is as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Total stock-based compensation expense from continuing operations	\$ 17	\$ 20
Total stock-based compensation expense from discontinued operations	1	1
Total stock-based compensation expense	<u>\$ 18</u>	<u>\$ 21</u>

Restricted Stock Units

The Company has granted restricted stock units ("RSUs") under its stockholder-approved stock plans. Generally, all outstanding RSUs will fully settle in stock. Compensation expense for RSUs is measured based on the closing market price of the stock at date of grant and is recognized on a straight-line basis over the vesting period, which is typically three years. The Stock Plan allows alternate vesting schedules for death, disability and retirement.

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The following table shows a summary of the Company's RSU activity:

	Number of RSUs	Weighted-Average Fair Value
Balance at December 31, 2025	994,201	\$ 122.10
Granted	322,440	131.86
Vested	(307,257)	135.03
Forfeited	(16,636)	142.27
Balance at March 31, 2026	992,748	\$ 120.92

As of March 31, 2026, there was \$71 million of total unrecognized compensation cost related to RSUs. That cost is expected to be recognized over a weighted-average period of 1.96 years. The total grant date fair value of stock vested during the three months ended March 31, 2026 and 2025 was \$41 million and \$40 million, respectively.

Performance Share Units

The Company has granted performance share units ("PSUs") as a part of its long-term incentive plan. All outstanding PSUs will fully settle in stock. The amount of shares ultimately distributed from PSUs will vary depending on each award's design and are contingent on meeting the applicable internal performance metrics and external stock performance metrics. PSUs typically vest after a three-year period.

Performance of these metrics is monitored quarterly and if it becomes probable that the internal-based performance goals will not be achieved or will be exceeded, compensation expense recognized will be adjusted and previous surplus compensation expense recognized will be reversed or additional expense will be recognized. The expected term represents the period from the grant date to the end of the three-year performance period. Pro-rata vesting may be utilized in the case of death, disability or retirement, and awards, if earned, will be paid at the end of the three-year period.

PSUs granted from 2023-2025

The initial fair value for all internal performance metric PSUs is based on the grant date stock price. Internal performance metric PSU grants issued from 2023 through 2025 contained both a service and performance condition. In the three months ended March 31, 2025, the grant date fair value of the granted PSUs was \$171.94.

The external-based metric PSUs vest after a three-year period. Outstanding grants issued from 2023 to 2025 are based on the Company's total stockholder return relative to a peer group. The amount of stock distributed will vary depending on the relative stockholder return performance. The fair value of external-based metric PSUs has been estimated at the grant date using a Monte Carlo simulation that uses various assumptions.

The following table provides a summary of the assumptions for PSUs granted in 2025:

	Three Months Ended March 31, 2025
Expected volatility	32.78%
Risk free interest rate	4.14%
Expected term (in years)	2.90
Grant date fair value of units granted	\$221.54

The risk-free interest rate was based on zero-coupon United States Treasury STRIPS at the grant date. The expected term represents the period from the grant date to the end of the three-year performance period.

PSUs granted in 2026

Beginning in 2026, all PSUs issued are internal performance metric PSUs that are subject to a modifier adjustment based on the Company's total shareholder return relative to a peer group. The number of shares earned depends on the achievement of both performance and market conditions. The fair value of PSUs granted for the three months ended March 31, 2026 has been estimated at the grant date using a Monte Carlo simulation with various assumptions.

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The following table provides a summary of the assumptions for PSUs granted in 2026:

	Three Months Ended March 31,
	2026
Expected volatility	32.66%
Risk free interest rate	3.60%
Expected term (in years)	2.90
Grant date fair value of units granted	\$132.81

The risk-free interest rate was based on zero-coupon United States Treasury STRIPS at the grant date. The expected term represents the period from the grant date to the end of the three-year performance period.

PSU Summary

As of March 31, 2026, there was \$29 million total unrecognized compensation cost related to PSUs. That cost is expected to be recognized over a weighted-average period of 2.23 years.

The following table shows a summary of the Company's PSU activity:

	Number of	Weighted-Average
	PSUs	Grant Date
		Fair Value
Balance at December 31, 2025	172,611	\$ 177.12
Granted	138,924	132.81
Vested	—	—
Other ⁽¹⁾	44,729	50.97
Forfeited	(6,450)	162.73
Balance at March 31, 2026	349,814	\$ 157.25

(1) Represents PSUs that are vested and undistributed.

Employee Stock Purchase Plan

The Owens Corning Employee Stock Purchase Plan ("ESPP") is a tax-qualified plan under Section 423 of the Internal Revenue Code. The purchase price of shares purchased under the ESPP is equal to 85% of the lower of the fair market value of shares of Owens Corning common stock at the beginning or ending of the offering period, which is a six month period ending on May 31 and November 30 of each year. On April 16, 2020, the Company's stockholders approved the Amended and Restated Owens Corning Employee Stock Purchase Plan which increased the number of shares available for issuance under the plan by 4.2 million shares. As of March 31, 2026, 2.8 million shares remain available for purchase.

Included in total stock-based compensation is \$3 million of expense related to the Company's ESPP for each of the three months ended March 31, 2026 and 2025, respectively. As of March 31, 2026, the Company had \$2 million of total unrecognized compensation costs related to the ESPP.

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13. CHANGES IN ACCUMULATED OTHER COMPREHENSIVE DEFICIT

The following table summarizes the changes in accumulated other comprehensive income (deficit):

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Currency Translation Adjustment		
Beginning balance	\$ (266)	\$ (534)
(Loss) gain on foreign currency translation	(38)	75
Other comprehensive income (loss), net of tax	(38)	75
Ending balance	\$ (304)	\$ (459)
Pension and Other Postretirement Adjustment		
Beginning balance	\$ (189)	\$ (181)
Amounts reclassified from AOCI to net earnings, net of tax (a)	—	—
Amounts classified into AOCI, net of tax	2	(3)
Other comprehensive income, net of tax	2	(3)
Ending balance	\$ (187)	\$ (184)
Hedging Adjustment		
Beginning balance	\$ 18	\$ 24
Amounts reclassified from AOCI to net earnings, net of tax (b)	(2)	(2)
Amounts classified into AOCI, net of tax	3	3
Other comprehensive income (loss), net of tax	1	1
Ending balance	\$ 19	\$ 25
Total AOCI ending balance	\$ (472)	\$ (618)

- (a) These AOCI components are included in the computation of total Pension and Other Postretirement cost and are recorded in Non-operating income.
- (b) Amounts reclassified from (loss) gain on cash flow hedges are reclassified from AOCI to income when the hedged item affects earnings and is recognized in Cost of sales or Interest expense, net depending on the hedged item. See Note 5 of the Consolidated Financial Statements within our 2025 Form 10-K.

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14. EARNINGS PER SHARE

The following table is a reconciliation of weighted-average shares for calculating basic and diluted earnings per-share:

<i>(In millions, except per share amounts)</i>	Three Months Ended March 31,	
	2026	2025
Net earnings from continuing operations attributable to Owens Corning	\$ 38	\$ 255
Net loss from discontinued operations attributable to Owens Corning, net of tax	(143)	(348)
NET LOSS ATTRIBUTABLE TO OWENS CORNING	\$ (105)	\$ (93)
Weighted-average number of shares outstanding used for basic earnings per share	80.7	85.8
Unvested restricted stock units and performance share units	0.4	0.5
Weighted-average number of shares outstanding and common equivalent shares used for diluted earnings per share	81.1	86.3
Earnings (Loss) per common share attributable to Owens Corning common stockholders:		
Basic - continuing operations	\$ 0.47	\$ 2.97
Basic - discontinued operations	\$ (1.77)	\$ (4.05)
Basic	\$ (1.30)	\$ (1.08)
Diluted - continuing operations	\$ 0.47	\$ 2.95
Diluted - discontinued operations	\$ (1.76)	\$ (4.03)
Diluted	\$ (1.29)	\$ (1.08)

Basic earnings per share is calculated by dividing earnings attributable to Owens Corning by the weighted-average number of shares of the Company's common stock outstanding during the period. Outstanding shares consist of issued shares less treasury stock.

On May 13, 2025, the Board of Directors approved a new share repurchase program under which the Company is authorized to repurchase up to 12 million shares of the Company's outstanding common stock (the "2025 Repurchase Authorization"). On December 1, 2022, the Board of Directors approved a share repurchase program under which the Company is authorized to repurchase up to 10 million shares of the Company's outstanding common stock (together with the 2025 Repurchase Authorization, the "Repurchase Authorizations"). The Repurchase Authorizations enable the Company to repurchase shares through the open market, privately negotiated, or other transactions. The actual number of shares repurchased will depend on timing, market conditions and other factors and will be at the Company's discretion.

The Company repurchased no shares of its common stock during the three months ended March 31, 2026 under the Repurchase Authorizations. As of March 31, 2026, 12.5 million shares remained available for repurchase under the Repurchase Authorizations. The Company repurchased 0.7 million shares of its common stock for \$101 million, inclusive of applicable taxes, during the three months ended March 31, 2025.

For each of the three months ended March 31, 2026 and March 31, 2025, the Company did not have any non-vested restricted stock units or non-vested performance share units that had an anti-dilutive effect on earnings per share.

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15. INCOME TAXES

The following table provides the Income tax expense and effective tax rate for the periods indicated:

<i>(In millions, except effective tax rate)</i>	Three Months Ended March 31,	
	2026	2025
Income tax expense	\$ 15	\$ 88
Effective tax rate	28 %	26 %

The difference between the effective tax rate and the U.S. federal statutory tax rate of 21% for the three months ended March 31, 2026 is primarily due to U.S. state and local income tax expense, foreign tax effects, and changes in unrecognized tax benefits.

The difference between the effective tax rate and the U.S. federal statutory tax rate of 21% for the three months ended March 31, 2025 is primarily due to U.S. state and local income tax expense and foreign rate differential.

16. SUPPLEMENTAL CASH FLOW INFORMATION

Certain cash and non-cash transactions were as follows for the periods indicated:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Transactions involving cash:		
Cash paid for income taxes	\$ 36	\$ 36
Cash paid for interest	\$ 51	\$ 50
Cash paid for operating leases	\$ 32	\$ 30
Cash paid for finance leases for financing activities	\$ 13	\$ 11
Cash paid for finance leases for operating activities	\$ 4	\$ 4
Non-cash transactions from operating activities		
Right-of-use assets acquired under operating leases	\$ 20	\$ 12
Right-of-use assets acquired under finance leases	\$ 12	\$ 15

The following reconciles total cash, cash equivalents and restricted cash as of the dates indicated:

<i>(In millions)</i>	March 31,	
	2026	2025
Cash and cash equivalents from continuing operations	\$ 272	\$ 400
Restricted cash from continuing operations	8	8
Cash, cash equivalents and restricted cash from discontinued operations	13	40
Total cash, cash equivalents and restricted cash	<u>\$ 293</u>	<u>\$ 448</u>

Property, plant and equipment additions in accounts payable were \$93 million and \$65 million as of March 31, 2026 and 2025, respectively.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Management's Discussion and Analysis ("MD&A") is intended to help investors understand Owens Corning, our operations and our present business environment. MD&A is provided as a supplement to, and should be read in conjunction with, our Consolidated Financial Statements and the accompanying Notes thereto contained in this report. Unless the context requires otherwise, the terms "Owens Corning," "Company," "we" and "our" in this report refer to Owens Corning and its subsidiaries.

GENERAL

Owens Corning is a branded building products leader with three complementary businesses providing roofing, insulation and doors primarily for residential markets in North America and Europe. As described below, the Company has three reportable segments: Roofing, Insulation and Doors. Through these lines of business, the Company manufactures and sells products that provide durable, sustainable and energy-efficient solutions. We are a market leader in many of our major product categories.

EXECUTIVE OVERVIEW

Net earnings from continuing operations attributable to Owens Corning were earnings of \$38 million in the first quarter of 2026, compared to earnings of \$255 million in the first quarter of 2025. The Company generated \$369 million in adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA") from continuing operations in the first quarter of 2026, compared to \$565 million in the first quarter of 2025. See the Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization From Continuing Operations section of the MD&A for further information regarding Adjusted EBITDA from continuing operations, including the reconciliation to Net earnings from continuing operations attributable to Owens Corning. First quarter of 2026 segment earnings before interest, taxes, depreciation and amortization ("EBITDA") performance compared to the first quarter of 2025 decreased \$101 million in our Roofing segment, decreased \$58 million in our Insulation segment and decreased \$34 million in our Doors segment. Within our Corporate, Other and Eliminations category, General corporate expenses and other increased by \$3 million.

Glass Reinforcements Divestiture

On February 13, 2025, the Company entered into a definitive agreement ("GR Agreement") for the sale of our global glass reinforcements ("GR") business for a purchase price of approximately \$436 million, less costs to sell. The GR business, historically part of the Company's Composites segment, manufactures, fabricates, and sells glass fiber reinforcements for a wide variety of applications in wind energy, infrastructure, industrial, transportation and consumer markets.

The transaction represented a strategic shift that has a major effect on the Company's operations and financial results and therefore, beginning with the quarterly report on Form 10-Q for the period ended March 31, 2025, the GR business financial results are reflected in the Company's consolidated financial statements as discontinued operations for all periods presented.

As a result of classifying the GR business as a discontinued operation, a portion of the Goodwill from our former Composites reporting unit was allocated to the balance sheets of the discontinued operation. As of the date of classification of the GR business as a discontinued operation, the Company determined the amount of Goodwill to allocate based on the relative fair values of the discontinued operation and the former Composites reporting unit. This resulted in an allocation of Goodwill to the discontinued operation of \$98 million as of the held for sale date.

On April 14, 2026, the Company entered into an amendment to the GR Agreement ("Amendment") to address changing market conditions. The Amendment includes a \$110 million decrease in the purchase price, the transfer of approximately \$32 million in carrying value of additional assets at close and elimination of the \$225 million promissory notes that were to be issued to the Company by the purchasers. As of March 31, 2026, the estimated purchase price was \$413 million, net of cash, less costs to sell. The change since signing is due to revised terms of the transaction as well as other changes in customary and transaction-specific price adjustments. The sale subsequently closed on April 30, 2026. The sale completes Owens Corning's review of strategic alternatives for the business, announced on February 9, 2024, and aligns with the strategy to reshape the Company to focus on residential and commercial building products in North America and Europe.

During the three months ended March 31, 2026, the Company incurred a pre-tax loss of \$182 million, resulting from the Amendment, which we determined to be indicative of conditions that existed as of March 31, 2026. The loss was determined by comparing the carrying value of the discontinued operation to the fair value of the discontinued operation, defined as the sale price less estimated selling costs. The loss is presented within Net loss from discontinued operations attributable to Owens Corning, net of tax, on the Consolidated Statements of Earnings. An estimated valuation allowance of \$590 million is recorded within Non-current assets of discontinued operations, on the Consolidated Balance Sheets.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)*Tariff and Trade Uncertainties*

Beginning in the first quarter of 2025, the U.S. government announced additional tariffs on goods imported into the U.S. from numerous countries and multiple nations have responded with reciprocal tariffs and other actions. The Company continues to monitor the economic effects of such announcements. The Company has implemented short- and long-term mitigation efforts.

Based on the current tariff policies, the Company expects to partially offset the operating profit impact of the enacted tariffs with supply chain adjustments and productivity and cost savings actions. If additional tariffs or other trade restrictions are enacted, or if the Company is unable to offset their impact, then demand for our products and the Company's revenue and profitability could be adversely impacted.

Following the decision of the U.S. Supreme Court, the Company may be entitled to a refund of tariffs previously paid on certain imported products under the International Emergency Economic Powers Act. The Company estimates that approximately \$50 million of tariff payments may be eligible for refund as a result of the decision; however, no asset has been recorded as of March 31, 2026.

RESULTS OF OPERATIONS**Consolidated Results**

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Net sales	\$ 2,265	\$ 2,530
Gross margin	\$ 510	\$ 725
<i>% of net sales</i>	23 %	29 %
Marketing and administrative expenses	\$ 258	\$ 261
Other expense, net	\$ 95	\$ 22
Earnings from continuing operations before interest and taxes	\$ 120	\$ 407
Interest expense, net	\$ 66	\$ 64
Income tax expense	\$ 15	\$ 88
Net earnings from continuing operations attributable to Owens Corning	\$ 38	\$ 255
Net loss from discontinued operations attributable to Owens Corning, net of tax	\$ (143)	\$ (348)
Net loss attributable to Owens Corning	\$ (105)	\$ (93)

The Consolidated Results discussion below provides a summary of our results and the trends affecting our business, and should be read in conjunction with the more detailed Segment Results discussion that follows.

NET SALES

Net sales decreased \$265 million in the first quarter 2026 compared to the first quarter 2025. The decrease was primarily driven by lower volumes across all segments. The remaining variance was primarily attributable to lower selling prices, partially offset by favorable mix in all segments.

GROSS MARGIN

Gross margin decreased \$215 million in the first quarter 2026 compared to the first quarter 2025. The decrease was primarily driven by lower sales volumes across all three segments, lower selling prices, the impact of production downtime, and input cost inflation.

MARKETING AND ADMINISTRATIVE EXPENSES

Marketing and administrative expenses decreased \$3 million in the first quarter 2026 compared to the first quarter 2025.

OTHER EXPENSE, NET

Other expense, net increased \$73 million in the first quarter 2026 compared to the first quarter 2025. The increase was primarily driven by higher restructuring costs and an increase in the liability for the Paroc marine recall.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)**INTEREST EXPENSE, NET**

Interest expense, net increased \$2 million in the first quarter 2026 compared to the first quarter 2025. The increase was driven by lower interest income due to lower cash balances.

INCOME TAX EXPENSE

Income tax expense for the three months ended 2026 was \$15 million. The Company's effective tax rate for the first quarter 2026 was 28% on pre-tax income of \$54 million. The difference between the 28% effective tax rate and the U.S. federal statutory tax rate of 21% is primarily due to U.S. state and local income tax expense, foreign tax effects, and changes in unrecognized tax benefits.

The realization of deferred tax assets depends on achieving a certain minimum level of future taxable income. Management currently believes that it is not reasonably possible that the minimum level of taxable income will be met within the next 12 months to reduce the valuation allowances of certain foreign jurisdictions.

Income tax expense for the three months ended 2025 was \$88 million. The Company's effective tax rate for the first quarter 2025 was 26%. The difference between the 26% effective tax rate and the U.S. federal statutory tax rate of 21% is primarily due to U.S. state and local income tax expense and foreign rate differential.

Restructuring Costs

The Company has incurred restructuring and other exit costs in connection with its global cost reduction, product line and productivity initiatives. These costs are recorded within Corporate, Other and Eliminations. Please refer to Note 9 of the Consolidated Financial Statements for further information on the nature of these costs.

The following table presents the impact and respective location of these income (expense) items on the Consolidated Statements of Earnings From Continuing Operations:

<i>(In millions)</i>	Location	Three Months Ended March 31,	
		2026	2025
Accelerated depreciation	Cost of sales	\$ (3)	\$ —
Other exit costs	Cost of sales	(5)	—
Severance	Other expense, net	(32)	(2)
Other exit costs	Other expense, net	(6)	(1)
Total Restructuring Costs		\$ (46)	\$ (3)

Adjusted Earnings Before Interest, Taxes, Depreciation and Amortization From Continuing Operations

Adjusted EBITDA from continuing operations is a non-GAAP measure that excludes certain items that management does not allocate to our segment results because it believes they are not representative of the Company's ongoing operations. Adjusted EBITDA from continuing operations is used internally by the Company for various purposes, including reporting results of operations to the Board of Directors of the Company, analysis of performance and related employee compensation measures. Although management believes that these adjustments result in a measure that provides a useful representation of our operational performance, the adjusted measure should not be considered in isolation or as a substitute for Net earnings from continuing operations attributable to Owens Corning as prepared in accordance with accounting principles generally accepted in the United States.

[Table of Contents](#)**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)**

Adjusting income (expense) items to EBITDA are shown in the table below:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Restructuring excluding depreciation	\$ (43)	\$ (3)
Acquisition-related integration costs excluding depreciation	(9)	(2)
Gains on sale of certain precious metals	12	9
Impairment of venture investment	(7)	—
Paroc marine recall	(32)	(1)
Gain (Loss) on sale of businesses	4	(2)
Total Adjusting Items	<u>\$ (75)</u>	<u>\$ 1</u>

The reconciliation from Net (loss) earnings from continuing operations attributable to Owens Corning to EBITDA and Adjusted EBITDA is shown in the table below:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
NET EARNINGS FROM CONTINUING OPERATIONS ATTRIBUTABLE TO OWENS CORNING	\$ 38	\$ 255
Net earnings attributable to non-redeemable and redeemable noncontrolling interests	1	—
NET EARNINGS FROM CONTINUING OPERATIONS	39	255
Income tax expense	15	88
EARNINGS FROM CONTINUING OPERATIONS BEFORE TAXES	54	343
Interest expense, net	66	64
EARNINGS FROM CONTINUING OPERATIONS BEFORE INTEREST AND TAXES	120	407
Less: Adjusting items from above	(75)	1
Depreciation and amortization	174	159
ADJUSTED EBITDA FROM CONTINUING OPERATIONS	<u>\$ 369</u>	<u>\$ 565</u>

Segment Results

EBITDA by segment consists of net sales, less related costs and expenses plus depreciation and amortization. EBITDA is presented on a basis that is used internally for evaluating segment performance. Certain items, such as general corporate expenses or income and certain other expense or income items, are excluded from the internal evaluation of segment performance. Accordingly, these items are not reflected in EBITDA for our reportable segments and are included in the Corporate, Other and Eliminations category, which is presented following the discussion of our reportable segments. Segment EBITDA is the principal measure used by the chief operating decision maker ("CODM") to assess segment performance and make decisions on the allocation of resources.

Roofing

The table below provides a summary of net sales and EBITDA for the Roofing segment:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Net sales	\$ 960	\$ 1,120
% change from prior year	-14 %	2 %
EBITDA	\$ 231	\$ 332
EBITDA as a % of net sales	24 %	30 %

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

NET SALES

In our Roofing segment, net sales decreased \$160 million in the first quarter 2026 compared to the first quarter 2025. Lower volumes of approximately 14% and lower selling prices of \$13 million were slightly offset by favorable mix.

EBITDA

In our Roofing segment, EBITDA decreased \$101 million in the first quarter 2026 compared to the first quarter 2025. The decrease was primarily driven by lower volumes, higher manufacturing costs of \$17 million, lower selling prices of \$13 million, input cost inflation of \$6 million, and the impact of production downtime.

OUTLOOK

In our Roofing segment, the Company expects non-discretionary roof replacement activity to remain solid in the near-term. Uncertainties that may impact Roofing demand include demand from storms and other weather-related events (including the frequency thereof), competitive pricing pressure and the cost and availability of raw materials, particularly asphalt. The Company expects global non-residential construction markets to be relatively stable in the near-term. The Company will continue to focus on managing costs, capital expenditures and working capital to best service the market demand.

Insulation

The table below provides a summary of net sales and EBITDA for the Insulation segment:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Net sales	\$ 867	\$ 909
<i>% change from prior year</i>	-5 %	-5 %
EBITDA	\$ 167	\$ 225
<i>EBITDA as a % of net sales</i>	19 %	25 %

NET SALES

In our Insulation segment, net sales decreased \$42 million in the first quarter 2026 compared to the first quarter 2025. Lower volumes of 3% and lower selling prices of \$21 million were partially offset by slightly favorable mix. A favorable impact of \$25 million from translating sales denominated in foreign currencies into United States dollars offset the unfavorable impact from the divestiture of our building materials business in China and Korea.

EBITDA

In our Insulation segment, EBITDA decreased \$58 million in the first quarter 2026 compared to the first quarter 2025. The decrease was driven by lower selling prices of \$21 million, the impact of production downtime of \$20 million and input cost inflation of \$11 million. The remaining variance primarily resulted from lower volumes, partially offset favorable mix.

OUTLOOK

The outlook for Insulation demand is driven by North American new residential construction, remodeling and repair activity, as well as non-residential construction activity in the United States, Canada, Europe and Latin America. Demand in non-residential insulation markets is most closely correlated to industrial production growth and overall economic activity in the markets we serve. Demand for residential insulation is most closely correlated to U.S. housing starts.

During the first quarter of 2026, the average Seasonally Adjusted Annual Rate (“SAAR”) of U.S. housing starts was 1.419 million starts, which was up from 1.370 million starts in the first quarter of 2025.

The Company expects the new residential construction market in North America to remain challenged in the near-term, driven by an overall weakness in housing starts due to affordability challenges and consumer uncertainty. The global non-residential construction markets are expected to be relatively stable in the near-term. The Company continues to concentrate on driving productivity, managing costs, capital expenditures and working capital as we position ourselves to expand capacity within our existing manufacturing network.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Doors

The table below provides a summary of net sales and EBITDA for the Doors segment:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Net sales	\$ 475	\$ 540
<i>% change from prior year</i>	-12 %	N/A
EBITDA	\$ 34	\$ 68
<i>EBITDA as a % of net sales</i>	7 %	13 %

NET SALES

In our Doors segment, net sales decreased \$65 million in the first quarter 2026 compared to the first quarter 2025, primarily due to lower volumes of 12%. A \$10 million unfavorable impact from the divestiture of our distribution business was offset by a \$6 million favorable impact of translating sales denominated in foreign currencies into United States dollars and favorable mix.

EBITDA

In our Doors segment, EBITDA decreased \$34 million in the first quarter 2026 compared to the first quarter 2025. Lower volumes, input cost inflation of \$10 million, higher manufacturing costs of \$9 million and the impact of production downtime were partially offset by \$9 million of lower selling, general and administrative costs and slightly favorable mix.

OUTLOOK

The outlook for the Doors segment is driven by the new residential construction and residential repair and remodeling markets in North America and Europe. The Company expects the North America residential new construction market to remain challenged in the near-term, with discretionary residential repair and remodeling activity in North America remaining soft. The Company will concentrate on managing costs, capturing synergies, capital expenditures and working capital.

Corporate, Other and Eliminations

Certain items, such as general corporate expenses or income and certain other expense or income items, are excluded from the internal evaluation of segment performance. Accordingly, these items are not reflected in EBITDA for our reportable segments and are included within Corporate, Other and Eliminations.

The table below provides a summary of EBITDA for the Corporate, Other and Eliminations category:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Restructuring excluding depreciation	\$ (43)	\$ (3)
Acquisition-related integration costs excluding depreciation	(9)	(2)
Gains on sale of certain precious metals	12	9
Impairment of venture investment	(7)	—
Paroc marine recall	(32)	(1)
Gain (Loss) on sale of businesses	4	(2)
General corporate expense and other	(63)	(60)
EBITDA	\$ (138)	\$ (59)

EBITDA

The impact on EBITDA from Corporate, Other and Eliminations in the first quarter 2026 was \$79 million higher compared to the first quarter 2025. The increase was primarily driven by higher restructuring costs and an increase in the liability for the Paroc marine recall.

General corporate expense and other in the first quarter 2026 was \$3 million higher than in the first quarter 2025.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

OUTLOOK

In 2026, we expect general corporate expenses to be approximately \$245 million to \$255 million.

LIQUIDITY, CAPITAL RESOURCES AND OTHER RELATED MATTERS

Liquidity

The Company's primary sources of liquidity are its balance of Cash and cash equivalents from continuing operations of \$272 million as of March 31, 2026, its commercial paper program ("CP Program") and Senior Revolving Credit Facility (as defined below).

The Company has a \$1.5 billion senior revolving credit facility (the "Senior Revolving Credit Facility") that has been amended from time to time. The Senior Revolving Credit Facility was amended in March 2025 to increase the borrowing limit from \$1.0 billion to \$1.5 billion and extend the maturity date to March 2030. No other significant terms impacting liquidity were amended.

The agreement governing our Senior Revolving Credit Facility contains various covenants that we believe are usual and customary. These covenants include a maximum allowed leverage ratio. The Senior Revolving Credit Facility was amended in February 2026 to exclude specified 2025 non-cash impairment charges from the leverage ratio calculation. We were in compliance with the covenants in the Senior Revolving Credit Facility as of March 31, 2026.

On March 5, 2025, the Company established the CP Program for the issuance of \$1.5 billion in unsecured commercial paper notes (the "CP Notes") with maturities up to 397 days from the date of issuance. We do not intend to have outstanding commercial paper borrowings in excess of available capacity under the Senior Revolving Credit Facility.

As a holding company, we have no operations of our own and most of our assets are held by our direct and indirect subsidiaries. Dividends and other payments or distributions from our subsidiaries will be used to meet our debt service and other obligations and to enable us to pay dividends to our stockholders. Please refer to the Risk Factors disclosed in Item 1A of the Company's Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 Form 10-K") for details on the factors that could inhibit our subsidiaries' abilities to pay dividends or make other distributions to the parent company.

Cash Flows

Cash and cash equivalents were \$285 million as of March 31, 2026, compared to \$440 million as of March 31, 2025. Cash and cash equivalents held by foreign subsidiaries may be subject to foreign withholding taxes upon repatriation to the U.S. As of March 31, 2026 and December 31, 2025, the Company had \$142 million and \$97 million, respectively, in cash and cash equivalents in certain of its foreign subsidiaries. The Company continues to assert indefinite reinvestment for certain of its continuing operations in accordance with Accounting Standards Codification ("ASC") 740 based on the laws as of enactment of the tax legislation.

Operating activities: Net cash flow used for operating activities increased by \$105 million for the three months ended March 31, 2026 compared to the same period in 2025. The increase was primarily due to lower cash earnings, partially offset by the change in working capital. For the three months ended March 31, 2026, there was no depreciation and amortization related to discontinued operations.

Investing activities: Net cash flow used for investing activities increased by \$31 million for the three months ended March 31, 2026 compared to the same period in 2025. The increase was primarily driven by higher cash paid for property, plant and equipment and lower proceeds from sale of assets or affiliates. For the three months ended March 31, 2026, cash paid for property, plant and equipment related to discontinued operations was \$23 million.

Financing activities: Net cash flow provided by financing activities decreased by \$29 million for the three months ended March 31, 2026 compared to the same period in 2025. The decrease was primarily driven by lower net proceeds from CP Notes, partially offset by lower treasury stock repurchases and lower payments on long-term debt in the current year.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Material Cash Requirements

Our anticipated uses of cash include capital expenditures, working capital needs, share repurchases, meeting financial obligations, payments of any dividends authorized by our Board of Directors, acquisitions, restructuring actions and pension contributions. We expect that our cash on hand, coupled with future cash flows from operations and other available sources of liquidity, including our Senior Revolving Credit Facility and our CP Program, will provide ample liquidity to enable us to meet our cash requirements for at least the next 12 months and foreseeable future thereafter.

Please refer to Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, included in the 2025 Form 10-K for more details on these material cash requirements. During the first quarter of 2026, there have been no material changes to our expected uses of cash and contractual obligations.

Debt

As of March 31, 2026, the Company had \$5.5 billion of total debt. The Company's current portion of long-term debt primarily relates to \$400 million of the current portion of 3.4% senior notes maturing in the third quarter of 2026. Further discussion of the amount and timing of the future scheduled maturities of our senior notes can be found in Note 10 of the Consolidated Financial Statements. As of March 31, 2026, the Company's Short-term debt includes \$380 million of CP Notes.

On March 5, 2025, the Company amended the Senior Revolving Credit Facility to increase the available principal amount from \$1.0 billion to \$1.5 billion and to extend the maturity to March 2030. The Company had no borrowings outstanding and \$1.5 billion available under the Senior Revolving Credit Facility as of March 31, 2026.

On March 5, 2025, the Company established a CP Program for the issuance of CP Notes with maturities ranging up to 397 days from the date of issuance. As of March 31, 2026, there were \$380 million of CP Notes outstanding under the CP Program with a weighted average interest rate and weighted average maturity period of 4.10% and 9 days, respectively. We do not intend to have outstanding borrowings under the CP Program in excess of available capacity under our Senior Revolving Credit Facility.

Supplier Finance Programs

We review supplier terms and conditions on an ongoing basis, and have negotiated payment terms extensions in recent years in connection with our efforts to reduce working capital and improve cash flow. Separate from those terms extension actions, certain of our subsidiaries have entered into paying agency agreements with third-party administrators. These voluntary supply chain finance programs (collectively, the "Programs") generally give participating suppliers the ability to sell, or otherwise pledge as collateral, their receivables from the Company to the participating financial institutions, at the sole discretion of both the suppliers and financial institutions. The Company is not a party to the arrangements between the suppliers and the financial institutions. The Company's obligations to its suppliers, including amounts due and scheduled payment dates, are not impacted by the suppliers' decisions to sell, or otherwise pledge as collateral, amounts under these arrangements. The Company's payment terms to the financial institutions, including the timing and amount of payments, are based on the original supplier invoices. One of the Programs includes a parent guarantee to the participating financial institution for a certain U.S. subsidiary that, at the time of the respective program's inception in 2015, was a guarantor subsidiary of the Company's credit agreement. The obligations are presented as Accounts payable within Total current liabilities on the Consolidated Balance Sheets and all activity related to the obligations is presented within operating activities on the Consolidated Statements of Cash Flow.

The desire of suppliers and financial institutions to participate in the Programs could be negatively impacted by, among other factors, the availability of capital committed by the participating financial institutions, the cost and availability of our suppliers' capital, a credit rating downgrade or deteriorating financial performance of the Company or its participating subsidiaries, or other changes in financial markets beyond our control. We do not expect these risks, or potential long-term growth of our Programs, to materially affect our overall financial condition, as we expect a significant portion of our payments to continue to be made outside of the Programs. Accordingly, we do not believe the Programs have materially impacted our current period liquidity, and do not believe that the Programs are reasonably likely to materially affect liquidity in the future.

Please refer to the *Supplier Finance Programs* section in Note 1 of the Consolidated Financial Statements for a roll-forward of outstanding obligations under the supplier finance programs.

Derivatives

Please refer to Note 5 in the Company's 2025 Form 10-K for additional information.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

Fair Value Measurement

Please refer to Notes 1 and 10 of the Consolidated Financial Statements.

SAFETY

Working safely is an expectation at Owens Corning. We believe this organization-wide expectation provides for a safer work environment for employees, improves our manufacturing processes, reduces our costs and enhances our reputation. Furthermore, striving to be a world-class leader in safety provides a platform for all employees to understand and apply the resolve necessary to be a high-performing, global organization. One of our primary safety measures is the Recordable Incidence Rate (“RIR”) as defined by the United States Bureau of Labor Statistics. For the three months ended March 31, 2026, our RIR was 0.46, compared to 0.54 in the same period a year ago.

ACCOUNTING PRONOUNCEMENTS

Please refer to Note 1 of the Consolidated Financial Statements.

ENVIRONMENTAL MATTERS

Please refer to Note 11 of the Consolidated Financial Statements.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (continued)

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

Our disclosures and analysis in this report, including Management’s Discussion and Analysis of Financial Condition and Results of Operations, contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”). Forward-looking statements present our current forecasts and estimates of future events. These statements do not strictly relate to historical or current results and can be identified by words such as “anticipate,” “appear,” “assume,” “believe,” “estimate,” “expect,” “forecast,” “intend,” “likely,” “may,” “plan,” “project,” “seek,” “should,” “strategy,” “will” and other terms of similar meaning or import in connection with any discussion of future operating, financial or other performance. These forward-looking statements are subject to risks, uncertainties and other factors and actual results may differ materially from those results projected in the statements. These risks, uncertainties and other factors include, without limitation:

- levels of residential and non-residential construction activity;
- demand for our products;
- industry and economic conditions including, but not limited to, supply chain disruptions, recessionary conditions, inflationary pressures and interest rate and financial markets volatility;
- additional changes to tariff, trade or investment policies or laws by the United States, or similar actions, including reciprocal actions, by foreign governments;
- availability and cost of energy and raw materials;
- competitive and pricing factors;
- relationships with key customers and customer concentration in certain areas;
- our ability to achieve expected synergies, cost reductions and/or productivity improvements;
- issues related to acquisitions, divestitures and joint ventures or expansions;
- climate change, weather conditions and storm activity;
- legislation and related regulations or interpretations, in the United States or elsewhere;
- domestic and international economic and political conditions, policies or other governmental actions, as well as war and civil disturbance;
- uninsured losses or major manufacturing disruptions, including those from natural disasters, catastrophes, pandemics, theft or sabotage;
- environmental, product-related or other legal and regulatory liabilities, proceedings or actions;
- research and development activities and intellectual property protection;
- issues involving implementation and protection of information technology systems;
- foreign exchange and commodity price fluctuations;
- our level of indebtedness;
- our liquidity and the availability and cost of credit;
- the level of fixed costs required to run our business;
- levels of goodwill or other indefinite-lived intangible assets;
- loss of key employees and labor disputes or shortages; and
- defined benefit plan funding obligations.

All forward-looking statements in this report should be considered in the context of the risks and other factors described herein, including in Item 1A - Risk Factors in Part I of the 2025 Form 10-K. Users of this report should not interpret the disclosure of any risk factor to imply that the risk has not already materialized. Any forward-looking statements speak only as of the date the statement is made and we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by federal securities laws. It is not possible to identify all of the risks, uncertainties and other factors that may affect future results. In light of these risks and uncertainties, the forward-looking events and circumstances discussed in this report may not occur and actual results may differ materially from those anticipated or implied in the forward-looking statements. Accordingly, users of this report are cautioned not to place undue reliance on the forward-looking statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There has been no material change in our exposure to market risk during the three months ended March 31, 2026. Please refer to “Quantitative and Qualitative Disclosures about Market Risk” contained in Part II, Item 7A of the 2025 Form 10-K for a discussion of our exposure to market risk.

ITEM 4. CONTROLS AND PROCEDURES

The Company maintains (a) disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), and (b) internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act).

The Company’s management, with the participation of the Company’s Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company’s disclosure controls and procedures as of the end of the period covered by this report. Based on such evaluation, the Company’s Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, the Company’s disclosure controls and procedures are effective.

There has been no change in the Company’s internal control over financial reporting during the quarter ended March 31, 2026 that materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II**ITEM 1. LEGAL PROCEEDINGS**

Information required by this item is incorporated by reference to Note 11 of the Consolidated Financial Statements, Contingent Liabilities and Other Matters.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors disclosed in Item 1A of the Company's 2025 Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**Recent Sales of Unregistered Securities; Use of Proceeds from Registered Securities.**

None.

Issuer Purchases of Equity Securities

The following table provides information about Owens Corning's purchases of its common stock for each month during the quarterly period covered by this report:

Period	Total Number of Shares (or Units) Purchased*	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs**	Maximum Number of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs**
January 1-31, 2026	3,518	\$ 120.69	—	12,457,699
February 1-28, 2026	163,473	124.35	—	12,457,699
March 1-31, 2026	7,149	113.63	—	12,457,699
Total	174,140	\$ 123.84	—	

* The Company retained an aggregate of 174,140 shares surrendered to satisfy tax withholding obligations in connection with the vesting of restricted share units granted to our employees.

** On May 13, 2025, the Board of Directors approved a new share repurchase program under which the Company is authorized to repurchase up to 12 million shares of the Company's outstanding common stock (the "2025 Repurchase Authorization"). On December 1, 2022, the Board of Directors approved a share repurchase program under which the Company is authorized to repurchase up to 10 million shares of the Company's outstanding common stock (together with the 2025 Repurchase Authorization, the "Repurchase Authorizations"). The Repurchase Authorizations enable the Company to repurchase shares through the open market, privately negotiated, or other transactions. The actual number of shares repurchased will depend on timing, market conditions and other factors and will be at the Company's discretion.

The Company repurchased no shares of its common stock during the three months ended March 31, 2026 under the Repurchase Authorizations. As of March 31, 2026, 12.5 million shares remain available for repurchase under the Repurchase Authorizations.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

10b5-1 Plans

On February 27, 2026, Rachel Marcon, the Company's President, Doors, entered into a written plan for the sale of up to 2,500 shares of Company common stock, intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act. This plan is scheduled to terminate no later than February 26, 2027.

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ITEM 6. EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
10.1*	Second Amendment to Second Amended and Restated Credit Agreement, dated as of February 20, 2026, by and among Owens Corning, as borrower, the lenders signatory thereto and Wells Fargo Bank, National Association, as administrative agent (filed herewith).
10.2*	Form of Owens Corning Long-Term Incentive Program Award Agreement pursuant to the Owens Corning 2023 Stock Plan for Performance Share Unit Awards for grants beginning in 2026 (filed herewith).
10.3*	Form of Owens Corning Long-Term Incentive Program Award Agreement pursuant to the Owens Corning 2023 Stock Plan for Restricted Stock Unit Awards for grants beginning in 2026 (filed herewith).
10.4*	Form of Owens Corning Restricted Stock Unit Award Agreement for grants beginning in 2026 (filed herewith).
10.5*	Form of Owens Corning Restricted Stock Unit Award Agreement (ratable) for grants beginning in 2026 (filed herewith).
31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a) (filed herewith).
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a) (filed herewith).
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350 (furnished herewith).
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350 (furnished herewith).
101	The following materials from the Quarterly Report on Form 10-Q for Owens Corning for the period ended March 31, 2026, formatted in iXBRL (Inline Extensible Business Reporting Language): (i) Consolidated Statements of Earnings, (ii) Consolidated Statements of Comprehensive Earnings, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Stockholders' Equity, (v) Consolidated Statements of Cash Flows, (vi) related notes to these financial statements and (vii) document and entity information.

* Denotes management contract or compensatory plan or arrangement required to be filed as an exhibit pursuant to Form 10-Q.

Owens Corning agrees to furnish to the U.S. Securities and Exchange Commission, upon request, copies of all instruments defining the rights of holders of long-term debt of Owens Corning where the total amount of securities authorized under each issue does not exceed 10% of the total assets of Owens Corning and its subsidiaries on a consolidated basis.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Owens Corning has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

OWENS CORNING

Registrant

Date: May 6, 2026

By: /s/ Todd W. Fister
Todd W. Fister
Chief Financial and Operating Officer

Date: May 6, 2026

By: /s/ Mari K. Doerfler
Mari K. Doerfler
Vice President and
Controller

This SECOND AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is dated as of February 20, 2026 and is by and among

- (i) OWENS CORNING, a Delaware corporation (the "Borrower");
- (ii) the Lenders party hereto; and
- (iii) WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent").

Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Amended Credit Agreement.

WITNESSETH:

WHEREAS, the Borrower, the financial institutions party thereto (the "Lenders"), and the Administrative Agent are parties to the Second Amended and Restated Credit Agreement, dated as of March 1, 2024 (as amended, restated, amended and restated or otherwise modified from time to time prior to the Second Amendment Effective Date (as defined below), the "Existing Credit Agreement" and, as amended by this Amendment, the "Amended Credit Agreement");

WHEREAS, the Borrower has requested that the Lenders agree to amend certain provisions of the Existing Credit Agreement subject to the terms and conditions set forth herein; and

WHEREAS, the Administrative Agent and the Lenders party hereto have agreed to amend such provisions subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Borrower, the Lenders party hereto (constituting Required Lenders) and the Administrative Agent agree that, upon the Second Amendment Effective Date, the definition of "Consolidated Net Worth" as set forth in the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“Consolidated Net Worth” shall mean, as of any date of determination, the Net Worth of the Borrower and its Subsidiaries on such date determined on a consolidated basis in accordance with U.S. GAAP; provided, however, that for purposes of the determination of Consolidated Net Worth as of any date, at the election of the Borrower, the Borrower may exclude from such calculation of Consolidated Net Worth non-cash write-downs or non-cash impairment charges in



an aggregate amount not to exceed \$1,656,000,000 incurred during the Fiscal Year ended December 31, 2025.”

2. Representations and Warranties. The Borrower hereby represents and warrants that, as of the Second Amendment Effective Date:

(a) The representations and warranties contained in Article VI of the Amended Credit Agreement are true and correct in all material respects on and as of the Second Amendment Effective Date with the same effect as if made on and as of such date, except for any representation and warranty made as of an earlier date, which representation and warranty is true and correct in all material respects as of such earlier date; provided, that if a representation and warranty is qualified as to materiality, the materiality qualifier set forth above shall be disregarded with respect to such representation and warranty for purposes of this representation.

(b) Since December 31, 2024, nothing has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) No Default or Event of Default has occurred and is continuing.

3. Effectiveness. This Amendment is a Loan Document and shall become effective upon the date (the “Second Amendment Effective Date”) of satisfaction of all of the following conditions:

(a) the Administrative Agent shall have received duly executed counterparts of this Amendment from the Borrower, the Lenders (constituting Required Lenders) and the Administrative Agent;

(b) the Administrative Agent shall have received duly executed counterparts of that certain letter agreement, dated as of the date hereof (the “Second Amendment Fee Letter”), from the Borrower, Wells Fargo Securities, LLC and the Administrative Agent;

(c) the Borrower shall have received all material governmental, shareholder and third-party consents and approvals necessary in connection with the transactions contemplated by this Amendment;

(d) to the extent requested by the Administrative Agent or any Lender at least five Business Days prior to the Second Amendment Effective Date, the Borrower shall have provided to the Administrative Agent (or such Lender) documentation and other information that is required by regulatory authorities under applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the Act and the Beneficial Ownership Regulation;

(e) (x) the representations and warranties contained in Article VI of the Amended Credit Agreement shall be true and correct in all material respects on and as of the Second Amendment Effective Date with the same effect as if made on and as of such date, except for any representation and warranty made as of an earlier date, which representation and warranty is true and correct in all material respects as of such earlier date; provided, that if a representation and warranty is qualified as to materiality, the materiality qualifier set forth above shall be disregarded with respect to such representation and warranty for purposes of this representation, (y) since December 31, 2024, nothing has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect and (z) no Default or Event of Default has occurred and is continuing as of the Second Amendment Effective Date; and

(f) the Borrower shall have paid on or prior to the Second Amendment Effective Date (i) the fees set forth or referenced in the Second Amendment Fee Letter that are required to be paid on or prior to the Second Amendment Effective Date and (ii) all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent accrued and unpaid prior to or on the Second Amendment Effective Date and for which invoices have been presented to the Borrower at least two (2) Business Days prior to the Second Amendment Effective Date.

4. Reaffirmation. The Borrower hereby (i) agrees that this Amendment does not limit or diminish the obligations of the Borrower under, or release the Borrower from any obligations under, the Existing Credit Agreement or any other Loan Document to which it is a party; (ii) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party and (iii) to the extent the Borrower guaranteed the Obligations under or with respect to the Loan Documents, ratifies and reaffirms such guarantee.

5. References; Effect. Upon the effectiveness hereof, each reference to “Credit Agreement” in any Loan Document shall mean and be a reference to the Amended Credit Agreement. Except as specifically amended hereby, the Existing Credit Agreement and the other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

6. Loan Document. Upon the effectiveness hereof, this Amendment shall for all purposes constitute a Loan Document.

7. No Waiver. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of or consent to any provision of the Existing Credit Agreement or any other Loan Documents executed and/or delivered in connection therewith.

8. Counterparts. This Amendment may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page of this Amendment by facsimile transmission, e-mail, or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof.

9. Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

10. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * *

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatories to execute and deliver this Amendment as of the date first above written.

BORROWER:

OWENS CORNING

By: /s/ Todd W. Fister

Name: Todd W. Fister

Title: Executive Vice President and Chief
Financial Officer

By: /s/ Shaun Ahn

Name: Shaun Ahn

Title: Vice President, Tax and Treasurer

AGENTS AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent,
Issuing Lender, Swingline Lender and a Lender

By: /s/ Matt Milbourn
Name: Matt Milbourn
Title: Executive Director

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BANK OF AMERICA, N.A., as a Swingline Lender and a Lender

By: /s/ Kathryn DuFour

Name: Kathryn DuFour
Title: Vice President

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CITIBANK, N.A., as an Issuing Lender and a Lender

By: /s/ Tom Vajda

Name: Tom Vajda
Title: Director

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PNC BANK, NATIONAL ASSOCIATION, as an Issuing Lender and a Lender

By: /s/ Scott Neiderheide

Name: Scott Neiderheide

Title: Senior Vice President

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BNP PARIBAS, as a Lender

By: /s/ Anita Ogbara
Name: Anita Ogbara
Title: Managing Director

By: /s/ Norman Miller
Name: Norman Miller
Title: Vice-President

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CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Paul Arens

Name: Paul Arens

Title: Director

By: /s/ Felix Vasquez

Name: Felix Vasquez

Title: Director

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ING BANK N.V., DUBLIN BRANCH, as a Lender

By: /s/ Rory Fitzgerald
Name: Rory Fitzgerald
Title: Director

By: /s/ Louise Gough
Name: Louise Gough
Title: Director

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MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Margaret Stock
Name: Margaret Stock
Title: Authorized Signatory

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JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Will Price
Name: Will Price
Title: Executive Director

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THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ Kevin McCarthy
Name: Kevin McCarthy
Title: Director

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GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Dan Martis
Name: Dan Martis
Title: Authorized Signatory

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HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Meghan C. Quinn
Name: Meghan C. Quinn
Title: Senior Vice President

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PERFORMANCE SHARE UNIT AWARD AGREEMENT

pursuant to the

**OWENS CORNING
2023 STOCK PLAN**

PERFORMANCE SHARE UNIT AWARD

OWENS CORNING, a Delaware corporation (the “Company”), has granted to **[Participant Name]** (the “Holder”), as of **[Grant Date]** (the “Grant Date”), pursuant to the provisions of the Owens Corning 2023 Stock Plan (the “Plan”), **[Number of Shares Granted]** share-settled Performance Share Units (the “Units”) relating to shares of common stock, \$0.01 par value, of the Company (“Stock”), upon and subject to the restrictions, terms and conditions set forth below and in the Plan (the “Award”). The Units comprising the Award may be recorded in an unfunded Unit account in the Holder’s name maintained by the Company. References to employment by the Company shall also mean employment by a Subsidiary. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Performance Criteria; Performance Targets; Performance Period.

(a) For purposes of the Award, performance criteria consist of one or more specific “Performance Measures,” as defined in Section 1.2 of the Plan, which have been selected by the Compensation Committee of the Board of Directors of the Company (the “Committee”) in accordance with the Plan (the “Performance Criteria”). Based on such Performance Criteria, the Committee shall determine if, and to the extent, the Award shall become vested and payable to the Holder as a result of the achievement of performance targets which have been established by the Committee at the “Entry,” “Target” and “Maximum” levels. These Performance Criteria and performance targets have been communicated to the Holder in a written document separate from the Award (“Statement of Performance Goals”). The Award shall be payable as follows: (i) if the Entry level is not achieved, no amount shall be payable pursuant to this Award, (ii) if the Target level is achieved, the Target amount shall be payable pursuant to the Award, (iii) if the Maximum level is achieved, two times the Target amount shall be payable pursuant to the Award, and (iv) the amount payable pursuant to the Award shall be interpolated on a linear basis for achievement between the Entry level and the Target level and between the Target level and the Maximum level; provided, however, that notwithstanding the prior portion of this Section 1, in all cases, the Committee retains full negative discretion to reduce the payment for the Award, including to zero.

(b) The achievement of the performance targets specified in Section 1(a) hereof and as set forth on the Statement of Performance Goals shall be for the performance period commencing as of January 1, 2026 and ending on December 31, 2028 (the “Performance Period”) and such achievement shall be determined by the Committee as of December 31, 2028 (the “Determination Date”).

2. Vesting.

(a) Continuous Service. Subject to the terms and conditions of this Agreement, the Units shall become fully vested on the Determination Date, provided that the

Holder remains in continuous service with the Company or any Subsidiary or affiliate of the Company as an employee, director or consultant (“Continuous Service”) through and including the Determination Date and to the extent that the performance targets described in the Statement of Performance Goals for the Units are achieved. As used herein, the term “vest” shall mean no longer subject to a substantial risk of forfeiture.

(b) Termination of Continuous Service.

(i) Retirement. Notwithstanding Section 2(a), if, after the Holder has been in Continuous Service for twelve months during the Performance Period and prior to the Determination Date and prior to a Change in Control the Holder’s Continuous Service is terminated by reason of Retirement, then the Holder shall be entitled to a pro-rata portion of the Award determined by the product of (A) the number of Units the Holder would have received based on the Company’s performance under the Performance Criteria as of the Determination Date, multiplied by (B) a fraction, the numerator of which is the number of full months of Continuous Service rendered since the beginning of the Performance Period as of the date of termination, and the denominator of which is 36. Settlement of the Units under this section, if any, shall be made as soon as practicable after the Determination Date, but in any event between January 1 and March 15, 2029.

(ii) Death or Disability. Notwithstanding Section 2(a) or Section 2(b)(i), if, after the Grant Date and prior to the Determination Date and prior to a Change in Control the Holder’s Continuous Service is terminated by reason of Death or Disability, then the payment of the Award shall be determined in accordance with the achievement of the Performance Criteria as of the Determination Date, and the Holder shall at the time of such termination be vested in full. Settlement of the Units under this section, if any, shall be made as soon as practicable after the Determination Date, but in any event between January 1 and March 15, 2029.

(iii) Forfeiture. The Holder shall forfeit the entire Award if, after the Grant Date and prior to the Determination Date and prior to a Change in Control, the Holder’s Continuous Service is terminated for any reason other than death or Disability or Retirement that occurs on or after the first anniversary of the Grant Date.

3. Payment. The Units that vest in accordance with the terms of Section 2 shall be paid to the Holder in Stock or deferred stock units pursuant to Section 6.14(m); provided, however, that no fractional share of Stock shall be issued pursuant to the Award. All Stock payable pursuant to this Section 3 shall be paid to the Holder after the Determination Date but in any event between January 1 and March 15, 2029. Notwithstanding any provisions of this Agreement to the contrary, no payment shall occur pursuant to this Section 3 unless and until the Committee has certified that the applicable performance criteria have been satisfied, which certification shall occur within 60 days of the date on which the Performance Period ends.

4. Change in Control. In the event of a Change in Control that occurs after the Grant Date and prior to the Determination Date, the Performance Criteria shall be deemed to be satisfied at the maximum level as set forth on the Statement of Performance Goals and the Units shall become fully vested as of such Change in Control. The Units vested in accordance with the

terms of this Section 4 shall be paid to the Holder within 10 days following such Change in Control in Stock as provided in Section 3 hereof, subject to Section 6.13(l).

5. Withholding Taxes. To the extent that the Company or a Subsidiary is required to withhold federal, state, local, employment, or foreign taxes or other amounts, or, to the extent permitted under Section 409A of the Code, any other applicable taxes (the "Required Tax Payments"), in connection with the Holder's right to receive shares of Stock under this Agreement (regardless of whether the Holder is entitled to the delivery of any Stock at that time), and the amounts available to the Company for such withholding are insufficient, as a condition precedent to the delivery to the Holder of any such Stock upon the vesting of the Units, the Holder agrees that the Required Tax Payments shall be satisfied by the Company withholding from the Stock otherwise to be delivered to the Holder pursuant to the Award having a Fair Market Value, determined as of the date of taxation, equal to the Required Tax Payments. No shares of Stock shall be delivered to the Holder until the Required Tax Payments have been satisfied in full.

6. Additional Terms and Conditions of Award.

6.1. Award Subject to Acceptance of Agreement. The Award shall be null and void unless the Holder shall accept this Agreement by executing it in an enforceable manner, including through an electronic acceptance, in such form as is determined to be acceptable within the discretion of the Committee.

6.2. Agreement Not To Compete and Not To Solicit.

(a) In exchange for the consideration provided by the Company in this Agreement, the Holder agrees that, during the Covenant Period, the Holder shall not, without the prior written consent of the Company: (i) become directly or indirectly engaged or involved, as an owner, principal, employee, officer, director, manager, independent contractor, consultant, representative, seller, distributor, agent, advisor, lender or in any other capacity, with or for any Competitor of the Company or any Subsidiary; (ii) participate in the research or development, manufacture, and/or any business, fabrication, marketing, sale or distribution of any products or services that are competitive with or similar to any products or services then being developed, manufactured, fabricated, marketed, sold or distributed by the Company or any Subsidiary; (iii) directly or indirectly, on behalf of the Holder or any other person or entity, offer, market, sell or distribute, or participate in offering, marketing, selling or distributing any products or services that are competitive with or similar to any products or services then offered, marketed, sold or distributed by the Company or any Subsidiary to any customer of the Company or any Subsidiary, or to the Holder's knowledge, potential customer of the Company or any Subsidiary; (iv) directly or indirectly, on behalf of the Holder or any other person or entity, solicit, induce, recruit, hire, or encourage any employee, independent contractor, consultant, or sales representative of the Company or any Subsidiary to leave their employment; or (v) directly or indirectly, engage, or attempt to engage, on behalf of any Competitor of the Company or any Subsidiary, any customer, vendor, supplier, distributor, independent contractor, agent, or other business relationship of the Company or any Subsidiary, or engage in any other action that would reasonably be expected to terminate or negatively impact any such business relationship of the Company or any Subsidiary; provided, however, that the Holder's direct or indirect ownership of less than 1% of the outstanding capital stock of a company whose capital stock is listed on a national securities exchange or regularly traded in an over-the-counter market, shall not be deemed to be a violation of this Agreement. Notwithstanding any provision of the Plan or of this Agreement to the contrary, any violation of this section by the Holder shall result in the immediate forfeiture and cancellation of the portion of the Award which is not vested as of such date.

(b) The Holder agrees that money damages would not be a sufficient remedy for any breach of this Section 6.2 by the Holder and that, in addition to all other remedies which may be available to the Company, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The Holder further agrees to waive any requirement for the securing or posting of any bond in connection with any such remedy.

(c) The Holder agrees and acknowledges that (i) the services rendered by the Holder to the Company are special and of great value to the Company, (ii) the market for the Company's products and services is worldwide and the Company regularly transacts business on a worldwide basis, (iii) the covenants contained in this Section 6.2 are reasonable and necessary for the protection of the Company's legitimate business interests, (iv) the grant of the Award to the Holder is good and sufficient consideration for such covenants, and (v) the Holder's compliance with such covenants will not preclude or unreasonably restrict the Holder from engaging in other activities for the purpose of earning a livelihood.

(d) As used herein, (i) the term "Competitor" means any person, or entity that (A) is engaged in, or that has plans to become engaged in the research, development, manufacture, fabrication, marketing, sale or distribution of products or services that are the same as, or serve a substantially similar purpose or function as any products or services that were researched, developed, manufactured, fabricated, marketed, sold, or distributed by any business unit of the Company or any Subsidiary for which the Holder performed any work or services at any time during the last twenty-four (24) months during which the Holder was employed by Company or any Subsidiary; and (B) directly or indirectly conducts any business operations anywhere within North America or anywhere else in the world where the Holder has engaged in business activities on behalf of the Company or any Subsidiary; and (ii) the term "Covenant Period" means the period ending on the first anniversary of the date the Holder's termination of employment with the Company or any Subsidiary, regardless of the circumstances relating to such termination of employment (e.g., resignation, retirement, disability, termination by the Company for cause, or termination by the Company without cause).

6.2. Nontransferability of Units. Prior to the Determination Date, the Units subject to the Award and not then vested may not be transferred by the Holder other than by will, the laws of descent and distribution or pursuant to beneficiary designation procedures approved by the Company. Except to the extent permitted by the foregoing, upon any attempt to sell, transfer, assign, pledge, hypothecate or encumber, or otherwise dispose of such Units, the Award shall immediately become null and void.

6.3. Rights as a Stockholder and No Dividend Equivalents. Until Units become vested and Stock is issued, if any, under this Agreement, the Holder shall not be a stockholder of record with respect to the Stock underlying any unvested Units and shall have no voting or distribution rights with respect to such Stock. Furthermore, with respect to each of the Units covered by this Agreement, the Holder shall not be credited with any dividend equivalents.

6.4. Adjustment. Subject to Section 6.7 of the Plan, in the event of any stock split, stock dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off or other similar change in capitalization or event, or any distribution to holders of Stock other than a regular cash dividend, or any other corporate transaction or event having an effect similar to any of the foregoing, the number and class of securities subject to the Units and the other terms of the Units shall be appropriately adjusted by the Committee. If any adjustment would result in a fractional security being subject to the Units, the Company shall pay the Holder in connection with the vesting, if any, of such fractional security an amount in cash determined by multiplying such fraction (rounded to the nearest hundredth) by the fair market value on the Determination Date. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

6.5. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Stock subject to the Units upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the vesting or delivery of Stock hereunder, the Units subject to the Award shall not vest or be delivered, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to effect or obtain any such listing, registration, qualification, consent or approval. Further, the Holder agrees that to the extent the issuance of Stock in the Holder's jurisdiction is impossible, illegal, unauthorized, or, in the Company's discretion, is imprudent or is otherwise impracticable for any reason, the Company may, in its discretion, either deem the Award to be a cash award of equivalent cash value or may direct the sale of all Stock subject to the Award and settle the Award in cash locally with the Holder.

6.6. Delivery. The Company, subject to the withholding provisions of Section 5, shall promptly deliver or cause to be delivered one or more shares of Stock represented by the vested Units which are payable under Section 3. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to such delivery, except as otherwise provided in Section 5.

6.7. Award Confers No Rights to Continued Employment. The granting of this Award does not entitle the Holder to any award other than that specifically granted under the Plan, or to any future awards under the Plan or any similar plan. The Award does not become part of the contract of employment or any other employment relationship with the Holder's employer, and the Award is not a guarantee of continued employment. Moreover, the Award or any future awards do not become a term or condition of employment. The Holder understands and accepts that the awards granted under the Plan are entirely at the discretion of the Company and that the Company retains the right to amend or terminate the Plan and/or the Holder's participation therein, at any time, at the Company's sole discretion and without notice. The benefits and rights provided under the Plan are not, and should not be considered part of the Holder's salary or compensation for purposes of any other calculation, including calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind, except as required by applicable law. The Holder hereby waives any and all rights to compensation or damages as a result of the termination of employment with the Company for any reason whatsoever insofar as those rights result or may result from: (a) the loss or diminution in value of any rights under the Plan; or (b) the Holder ceasing to have any rights under, or ceasing to be entitled to any rights under the Plan as a result of such termination.

6.8. Decisions of Board or Committee. The Board or the Committee shall have the right to resolve all questions which may arise in connection with the Award. Subject to the terms of the Plan, administration of ministerial, non-substantive aspects of the Award has been delegated to the Company. Any interpretation, determination or other action made or taken by the Board or the Committee, or the Company as its delegate, regarding the Plan or this Agreement shall be final, binding and conclusive.

6.9. Incorporation of the Plan. The Plan, as it exists on the date of this Agreement and as amended from time to time, is hereby incorporated by reference and made a part hereof, and the Award and this Agreement shall be subject to all terms and conditions of the Plan and any subsequent amendments to the Plan. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the terms of the Plan shall control. The Holder hereby acknowledges receipt of a copy of the Plan.

6.10. Value of Units and Common Stock. The Company makes no representation as to the value of the Units. The Company is not responsible for any fluctuations in the value of the Stock.

6.11. Investment Representation. The Holder hereby represents and covenants that (a) any Stock acquired upon payment of the Award will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such acquisition has been registered under the Securities Act and any applicable state securities law; (b) any subsequent sale of any such Stock shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, the Holder shall submit a written statement, in form satisfactory to the Company, to the effect that such representation (i) is true and correct as of the date of acquisition of any Stock hereunder or (ii) is true and correct as of the date of any sale of any such Stock, as applicable. As a further condition precedent to the delivery to the Holder of any Stock subject to the Award, the Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance of the Stock and, in connection therewith, shall execute, on or prior to the payment date of the Award specified in this Agreement, any documents which the Board or any committee authorized by the Board shall in its sole discretion deem necessary or advisable.

6.12. Notices and Electronic Delivery. The Company may, in its sole discretion, deliver any documents, notices or other communications related to the Award and the Holder's participation in the Plan by electronic means. The Holder hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

6.13. Any documents, notices or other communications which are not delivered electronically pursuant to this section shall be in writing and shall be deemed to have been duly given when received, if delivered personally, or when mailed, if sent by first class mail, postage paid, addressed as follows:

(a) (a) if to the Company or the Committee, to the attention of the Vice President, Total Rewards, Owens Corning World Headquarters, One Owens Corning Parkway, Toledo, Ohio 43659, or to the attention of such other person or at such other address as the Company, by notice to the Holder, may designate in writing from time to time, and

(b) (b) if to the Holder, at their address as shown on the records of the Company, or at such other address as the Holder, by notice to the Company, may designate in writing from time to time.

6.14. Miscellaneous.

(a) Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of the Holder, acquire any right hereunder in accordance with the Plan.

(b) Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

(c) Entire Understanding. The Plan and this Agreement constitute the entire agreement and understanding between the parties with respect to the matters described herein and supersede all prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to such subject matter; provided, however, that the covenants contained in Section 6.2 shall complement and shall be in addition to, and shall not supersede similar covenants made by the Holder to the Company or any Subsidiary, including covenants made in the Agreement-Protection of Owens Corning Proprietary Interests or the Intellectual Property Agreement if the Holder has executed such an agreement.

(d) Modification. No modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced, and specifically references this Performance Share Unit Award Agreement by name.

(e) Waiver. The failure of any party hereto at any time to require performance by another party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

(f) Fees and Expenses; Legal Compliance. The Company shall pay all fees and expenses necessarily incurred by the Company in connection with this Agreement and will from time to time use its reasonable efforts to comply with all laws and regulations which, in the opinion of counsel to the Company, are applicable thereto.

(g) Governing Law. This Agreement shall be governed and construed and the legal relationships of the parties determined in accordance with the laws of the State of Delaware without reference to principles of conflict of laws.

(h) Data Privacy. By signing this Agreement, including by way of electronic acceptance of this Agreement by means acceptable to the Company, the Holder explicitly and unambiguously consents to the collection, processing, and transfer (electronically or otherwise) of the Holder's personal data as described in this Agreement by and among, as applicable, the Company, Subsidiaries, the Holder's employer (the "Employer"), and any third parties as necessary, for the exclusive purpose of implementing, administering and managing the Holder's participation in the Plan. Moreover, the Holder explicitly acknowledges and agrees that the Company and the Employer may hold certain personal information about the Holder (including, but not limited to, the Holder's name, home address, telephone number, email address, date of birth, employment status, tax identification number, passport or other identification number, salary, nationality, job title, any Stock awarded, cancelled, purchased, exercised, vested, unvested or outstanding in the Holder's favor, and data for tax withholding purposes) for the purposes of implementing, administering and managing the Plan ("Data"). The Holder understands that Data will be transferred to third parties assisting the Company with the implementation, administration and management of the Plan. The Holder expressly authorizes such transfer to and processing by third parties. Furthermore, the Holder understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Holder's country. The Holder explicitly consents to the transfer of the Holder's personal data to countries other than the Holder's country of employment. The Company will take reasonable measures to keep the Holder's personal data private, confidential, and accurate. The Holder understands that Data will be held only as long as is necessary to implement, administer and manage the Holder's participation in the Plan. The Holder further understands that the Holder may request a list with the names and addresses of any potential recipients of the Data by contacting the Holder's local human resources contact, may obtain details with respect to the

collection, storage, processing and transfer of Data in relation to the Plan participation, may also request access to and updates of such Data, if needed, by contacting the Holder's local Human Resources contact, and may refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Holder's local human resources contact. The Holder understands, however, that refusing or withdrawing the Holder's consent may affect the Holder's ability to participate in the Plan.

(i) Clawback Policy. The Holder hereby acknowledges and agrees that this Award and this Agreement (and any settlement of this Award) are subject to the terms and conditions of the Company's clawback policies as may be in effect from time to time (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by receiving this Award, the Holder (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that the Holder is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy. Such cooperation and assistance shall include (but is not limited to) executing, completing and submitting any documentation necessary, or consenting to Company action, to facilitate the recovery or recoupment by the Company from the Holder of any such compensation or other amounts, including from the Holder's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(j) Whistleblowers. For the avoidance of doubt, notwithstanding anything to the contrary in the Plan, this Agreement or in any other agreement, contract or arrangement with the Company or any Subsidiary or affiliate, or in any policy, procedure or practice of the Company or any Subsidiary or affiliate (collectively, the "Arrangements"), nothing in the Arrangements or otherwise limits the Holder's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002, or any comparable government agency pursuant to any comparable legislation in non-U.S. jurisdictions).

(k) Company to Reserve Stock. The Company shall at all times prior to the expiration or termination of the Units reserve and keep available, either in its treasury or out of its authorized but unissued Stock, the full number of shares of Stock subject to the Units from time to time.

(l) Compliance with Section 409A of the Code.

(i) To the extent applicable, it is intended that this Agreement and the Plan comply with, or are exempt from, the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a) (1) of the Code do not apply to the Holder. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Holder).

(ii) To the extent the Holder has a right to receive payment pursuant to this Agreement, the payment is deferred compensation subject to Section 409A, and the event triggering the right to payment does not constitute a permitted distribution event under Section 409A(a)(2) of the Code, then notwithstanding anything to the contrary in this Agreement, issuance of Stock in payment of the vested Units will be made to the Holder, to the extent necessary to comply with Section 409A of the Code, on the earliest of: (A) the Determination Date; (B) the Holder's "separation from service" with the Company (determined in accordance with Section 409A of the Code), provided, that if the Holder is a "specified employee" (within the meaning of Section 409A of the Code), the Holder's date of payment of the Award pursuant to this clause (ii) shall be the date that is the first business day following six months after the date of the Holder's separation of service with the Company; (C) the Holder's death; (D) the Holder's permanent disability (within the meaning of Section 409A(a)(2)(C) of the Code); or (E) a change in control event (within the meaning of Section 409A of the Code).

(iii) Reference to Section 409A of the Code will also include any regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

(m) Deferred Stock Units. Performance share units granted under the Plan, including Units granted pursuant to this Award, may be settled in the form of deferred stock units pursuant to a valid deferral election by the Holder. The Holder shall have all rights incident to ownership of such deferred stock units, including, but not limited to, the right to receive dividend equivalents in the form of additional deferred stock units.

(n) Severability. If any covenant or other term in this Agreement (including, without limitation, any covenant in Section 6.2 hereof) is determined by a court of competent jurisdiction to be wholly or partially unenforceable, the Holder agrees that: (i) this Agreement or any portion hereof may be reformed so that such covenant or other term is enforceable to the maximum extent permitted by law; (ii) such determination shall not be a bar to or in any way diminish the Company's right to enforce any such covenant or other term in any other jurisdiction; and (iii) the unaffected provisions of this Agreement shall be unimpaired and shall remain in full force and effect. Without limiting the generality of the foregoing, if any covenant in this Agreement shall be determined by a court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extend in all other respect as to which it may be enforceable, all as determined by such court.

6.15. Provisions Relating to Participants in Specific U.S. States. Notwithstanding any provisions in this Agreement, the Award shall also be subject to the special terms and conditions set forth in the U.S. State-Specific Addendum attached as Appendix A to this Agreement if the Holder is employed and/or resides in specific states or if the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law. The U.S. State-Specific Addendum attached hereto as Appendix A constitutes part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Sign Name

Print Name

Date

**APPENDIX A
TO
PERFORMANCE SHARE UNIT AGREEMENT**

U.S. STATE-SPECIFIC ADDENDUM

Additional Terms and Conditions for Awards under the Owens Corning 2023 Stock Plan

Terms and Conditions

This Addendum includes additional terms and conditions that govern the Award granted to you under the Owens Corning 2023 Plan (referred to as the “Plan”) if you are employed and/or reside in the applicable states or if the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law. Certain capitalized terms used but not defined in this Addendum have the meanings set forth in the Plan and/or your award agreement (the “Agreement”) that relates to your Award. By accepting your Award, you agree to be bound by the terms and conditions contained in the paragraphs below in addition to the terms of the Plan, the Agreement, and the terms of any other document that may apply to you and your Award.

California

Restrictive Covenants. Section 6.2 of the Agreement shall not apply.

Data Privacy. The following sentence is added to the end of Section 6.14(h) of the Agreement to read as follows:

“If the Holder is a California resident, the Holder should refer to the Company’s California Consumer Privacy Act Notice for more information about the personal information the Company collects about the Holder and the purposes for which the Company will use such data.”

Minnesota

Restrictive Covenants. Section 6.2 of the Agreement shall not apply.

North Dakota

Restrictive Covenants. Section 6.2 of the Agreement shall not apply.

Oklahoma

Restrictive Covenants. Section 6.2 of the Agreement shall not apply.

RESTRICTED STOCK UNIT AWARD AGREEMENT

pursuant to the

**OWENS CORNING
2023 STOCK PLAN**

RESTRICTED STOCK UNIT AWARD

OWENS CORNING, a Delaware corporation (the “Company”), has granted to **[Participant Name]** (the “Holder”), as of **[Grant Date]** (the “Grant Date”), pursuant to the provisions of the Owens Corning 2023 Stock Plan (the “Plan”), **[Number of Shares Granted]** restricted stock units (the “Units”) relating to shares of common stock, \$0.01 par value, of the Company (“Stock”), upon and subject to the restrictions, terms and conditions set forth below and in the Plan (the “Award”). Each Unit shall provide for the issuance and transfer to the Holder of one share of Stock upon the lapse of the restrictions set forth in Section 1 hereof. Upon issuance and transfer of the Stock subject to the Units following the lapse of the Restriction Period, the Holder shall have all rights incident to ownership of such Stock, including, but not limited to, voting rights and the right to receive dividends. References to employment by the Company shall also mean employment by a Subsidiary. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Restriction Period and Vesting.

(a) General. Subject to Sections 1(b), 1(c), 1(d), and 1(e), the Units shall vest and the restrictions shall lapse with respect to 33.3% of the Units on each anniversary of the Grant Date (each such anniversary, a “Vesting Date”) until the Units are fully vested (such three-year period, the “Restriction Period”). As used herein, the term “vest” shall mean no longer subject to a substantial risk of forfeiture.

(b) Death or Disability. Notwithstanding Section 1(a), if, prior to the end of the Restriction Period, the Holder’s employment with the Company terminates by reason of death or Disability, the Units that are then unvested shall vest in full, and the restrictions shall lapse, as of the date of such termination.

(c) Retirement. Notwithstanding Sections 1(a) and 1(b), if, after the Holder has been in continuous Service for twelve months and prior to the end of the Restriction Period the Holder’s employment with the Company terminates by reason of Retirement, the portion of the Award that is then unvested shall continue to vest after the date of such termination as if the Holder’s employment with the Company continued until the end of the Restriction Period.

(d) Change in Control. Notwithstanding Sections 1(a), 1(b), and 1(c), in the event of a Change in Control, as defined in the Plan, the Units shall immediately vest in full and the restrictions shall lapse as provided in Section 6.8 of the Plan; provided, however, that in the event that (i) the Units constitute the payment of nonqualified deferred compensation within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) the Change in Control does not constitute a “change in control event” within the meaning of Section 409A of the Code, the Units shall not immediately vest upon such Change in Control,

but instead shall vest and be payable in accordance with the vesting schedule set forth in clause (i) of Section 1(a) hereof, or earlier pursuant to Section 1(b) hereof.

(e) Forfeiture. If, prior to the end of the Restriction Period, the Holder's employment with the Company terminates for any reason other than death, Disability or Retirement, the Units that are then unvested as of the effective date of the termination of the Holder's employment shall be forfeited by the Holder and such portion shall thereafter be cancelled by the Company.

2. Settlement of Award.

(a) General. Subject to Section 2(b), one share of Stock will be issued as payment for each Unit that vests pursuant to Section 1(a) or Section 1(c) within 30 days following each Vesting Date.

(b) Other Payment Events. Notwithstanding Section 2(a), to the extent the Units are vested on the dates set forth below, payment with respect to the vested Units will be made as follows:

(i) Death or Disability. Within 30 days of the date of the termination of the Holder's employment with the Company by reason of the Holder's death or Disability, one share of Stock will be issued as payment for each Unit, if any, that vests pursuant to Section 1(b).

(ii) Change in Control. Within 30 days of a Change in Control, one share of Stock will be issued as payment for each Unit, if any, that vests pursuant to Section 1(d).

3. Rights as a Stockholder and Dividend Equivalents.

During the Restriction Period, the Holder shall not be a stockholder of record with respect to the Stock underlying any unvested Units and shall have no voting rights with respect to such Stock. With respect to each of the Units covered by this Agreement, the Holder shall be credited on the records of the Company with dividend equivalents in an amount equal to the amount per share of Stock of any cash dividends declared by the Board on the outstanding Stock (and the applicable record date occurring) during the period beginning on the Grant Date and ending either on the date on which the Holder receives payment for the Units pursuant to Section 2 hereof or at the time when the Units are forfeited in accordance with Section 1(e) of this Agreement. These dividend equivalents will accumulate without interest and, subject to the terms and conditions of this Agreement, will be paid at the same time, to the same extent and in the same manner, in cash, as the Units for which the dividend equivalents were credited. If the Award is subject to a deferral election as described in Section 5.13 below, dividend equivalents will be accrued in the form of additional Units, with the increase in the number of Units equal to the number of shares of Stock or fractional shares of Stock that could be purchased with the dividends based on the value of the Stock at the time such dividends are paid ("Credited Units"). Such Credited Units shall be subject to the restrictions set forth in Section 1 hereof and shall be paid to the Holder in the time and manner as provided in their deferral election.

4. Withholding Taxes.

To the extent that the Company or a Subsidiary is required to withhold federal, state, local, employment, or foreign taxes or other amounts, or, to the extent permitted under Section 409A of the Code, any other applicable taxes (the “Required Tax Payments”), in connection with the Holder’s right to receive shares of Stock under this Agreement (regardless of whether the Holder is entitled to the delivery of any Stock at that time), and the amounts available to the Company for such withholding are insufficient, as a condition precedent to the delivery to the Holder of any such Stock upon the vesting of the Units, the Holder agrees that the Required Tax Payments shall be satisfied by the Company withholding from the Stock otherwise to be delivered to the Holder pursuant to the Award having a Fair Market Value, determined as of the date of taxation, equal to the Required Tax Payments. No payments in respect of vested Units shall be delivered to the Holder until the Required Tax Payments have been satisfied in full.

5. Additional Terms and Conditions of Award.

5.1 Award Subject to Acceptance of Agreement. The Award shall be null and void unless the Holder shall accept this Agreement by executing it in an enforceable manner, including through an electronic acceptance, in such form as is determined to be acceptable within the discretion of the Committee.

5.2 Agreement Not To Compete and Not To Solicit.

(a) In exchange for the consideration provided by the Company in this Agreement, the Holder agrees that, during the Covenant Period, the Holder shall not, without the prior written consent of the Company: (i) become directly or indirectly engaged or involved, as an owner, principal, employee, officer, director, manager, independent contractor, consultant, representative, seller, distributor, agent, advisor, lender or in any other capacity, with or for any Competitor of the Company or any Subsidiary; (ii) participate in the research or development, manufacture, and/or any business, fabrication, marketing, sale or distribution of any products or services that are competitive with or similar to any products or services then being developed, manufactured, fabricated, marketed, sold or distributed by the Company or any Subsidiary; (iii) directly or indirectly, on behalf of the Holder or any other person or entity, offer, market, sell or distribute, or participate in offering, marketing, selling or distributing any products or services that are competitive with or similar to any products or services then offered, marketed, sold or distributed by the Company or any Subsidiary to any customer of the Company or any Subsidiary, or to the Holder’s knowledge, potential customer of the Company or any Subsidiary; (iv) directly or indirectly, on behalf of the Holder or any other person or entity, solicit, induce, recruit, hire, or encourage any employee, independent contractor, consultant, or sales representative of the Company or any Subsidiary to leave their employment; or (v) directly or indirectly, engage, or attempt to engage, on behalf of any Competitor of the Company or any Subsidiary, any customer, vendor, supplier, distributor, independent contractor, agent, or other business relationship of the Company or any Subsidiary, or engage in any other action that would reasonably be expected to terminate or negatively impact any such business relationship of the Company or any Subsidiary; provided, however, that the Holder’s direct or indirect ownership of less than 1% of the outstanding capital stock of a company whose capital stock is listed on a national securities exchange or regularly traded in an over-the-counter market, shall not be deemed to be a violation of this Agreement. Notwithstanding any provision of the Plan or of this Agreement to the contrary, any violation of this section by the Holder shall result in the immediate forfeiture and cancellation of the portion of the Award which is not vested as of such date.

(b) The Holder agrees that money damages would not be a sufficient remedy for any breach of this Section 5.2 by the Holder and that, in addition to all other remedies which may be available to the Company, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The Holder further agrees to waive any requirement for the securing or posting of any bond in connection with any such remedy.

(c) The Holder agrees and acknowledges that (i) the services rendered by the Holder to the Company are special and of great value to the Company, (ii) the market for the Company's products and services is worldwide and the Company regularly transacts business on a worldwide basis, (iii) the covenants contained in this Section 5.2 are reasonable and necessary for the protection of the Company's legitimate business interests, (iv) the grant of the Award to the Holder is good and sufficient consideration for such covenants, and (v) the Holder's compliance with such covenants will not preclude or unreasonably restrict the Holder from engaging in other activities for the purpose of earning a livelihood.

(d) As used herein, (i) the term "Competitor" means any person, or entity that (A) is engaged in, or that has plans to become engaged in the research, development, manufacture, fabrication, marketing, sale or distribution of products or services that are the same as, or serve a substantially similar purpose or function as any products or services that were researched, developed, manufactured, fabricated, marketed, sold, or distributed by any business unit of the Company or any Subsidiary for which the Holder performed any work or services at any time during the last twenty-four (24) months during which the Holder was employed by Company or any Subsidiary; and (B) directly or indirectly conducts any business operations anywhere within North America or anywhere else in the world where the Holder has engaged in business activities on behalf of the Company or any Subsidiary; and (ii) the term "Covenant Period" means the period ending on the first anniversary of the date the Holder's termination of employment with the Company or any Subsidiary, regardless of the circumstances relating to such termination of employment (e.g., resignation, retirement, disability, termination by the Company for cause, or termination by the Company without cause).

5.3 Nontransferability of Units. During the Restriction Period, the Units subject to the Award and not then vested may not be transferred by the Holder other than by will, the laws of descent and distribution or pursuant to beneficiary designation procedures approved by the Company. Except to the extent permitted by the foregoing, upon any attempt to sell, transfer, assign, pledge, hypothecate or encumber, or otherwise dispose of such Units, the Award shall immediately become null and void.

5.4 Adjustment. Subject to Section 6.7 of the Plan, in the event of any stock split, stock dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off or other similar change in capitalization or event, or any distribution to holders of Stock other than a regular cash dividend, or any other corporate transaction or event having an effect similar to any of the foregoing, the number and class of securities subject to the Units and the other terms of the Units shall be appropriately adjusted by the Committee. If any adjustment would result in a fractional security being subject to the Units, the Company shall pay the Holder in connection with the vesting, if any, of such fractional security an amount in cash determined by multiplying such fraction (rounded to the nearest hundredth) by the fair market value on the applicable Vesting Date (or the date on which the Units vest pursuant to Sections 1(b) or 1(d)). The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

5.5 Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Stock subject to the Units upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the vesting or delivery of Stock hereunder, the Units subject to the Award shall not vest or be delivered, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to effect or obtain any such listing, registration, qualification, consent or approval. Further, the Holder agrees that to the extent the issuance of Stock in the Holder's jurisdiction is impossible, illegal, unauthorized, or, in the Company's discretion, is imprudent or is otherwise impracticable for any reason, the Company may, in its discretion, either deem the Award to be a cash award of equivalent cash value or may direct the sale of all Stock subject to the Award and settle the Award in cash locally with the Holder.

5.6 Book Entry Record/Delivery of Certificates. Subject to the foregoing paragraph, promptly following the vesting of the Units, in whole or in part, the Stock delivered at vesting shall be recorded in book entry form, unless the Company decides to deliver or cause to be delivered, subject to the withholding provisions of Section 4, one or more certificates representing the number of shares of Stock represented by the vested Units. In the event certificates are delivered, the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such delivery, except as otherwise provided in Section 4.

5.7 Award Confers No Rights to Continued Employment. The granting of the Units does not entitle the Holder to any award other than that specifically granted under the Plan, nor to any future award under the Plan or any similar plan. The Award does not become part of the contract of employment or any other employment relationship with the Holder's employer, and the Award is not a guarantee of continued employment. Moreover, the Award or any future awards do not become a term or condition of employment. The Holder understands and accepts that the Units granted under the Plan are entirely at the discretion of the Company and that the Company retains the right to amend or terminate the Plan and/or the Holder's participation therein, at any time, at the Company's sole discretion and without notice. The benefits and rights provided under the Plan are not, and should not be considered part of the Holder's salary or compensation for purposes of any other calculation, including calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind, except as required by applicable law. The Holder hereby waives any and all rights to compensation or damages as a result of the termination of employment with the Company for any reason whatsoever insofar as those rights result or may result from: (a) the loss or diminution in value of any rights under the Plan; or (b) the Holder ceasing to have any rights under, or ceasing to be entitled to any rights under, the Plan as a result of such termination.

5.8 Decisions of Board or Committee. The Board or the Committee shall have the right to resolve all questions which may arise in connection with the Award. Subject to the terms of the Plan, administration of ministerial, non-substantive aspects of the Award has been

delegated to the Company. Any interpretation, determination or other action made or taken by the Board or the Committee, or the Company as its delegate, regarding the Plan or this Agreement shall be final, binding and conclusive.

5.9 Incorporation of the Plan. The Plan, as it exists on the date of this Agreement and as amended from time to time, is hereby incorporated by reference and made a part hereof, and the Award and this Agreement shall be subject to all terms and conditions of the Plan and any subsequent amendments to the Plan. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the terms of the Plan shall control. The Holder hereby acknowledges receipt of a copy of the Plan.

5.10 Value of Units and Common Stock. The Company makes no representation as to the value of the Units. The Company is not responsible for any fluctuations in the value of the Stock.

5.11 Investment Representation. The Holder hereby represents and covenants that (a) any Stock acquired upon the vesting of the Units will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such acquisition has been registered under the Securities Act and any applicable state securities law; (b) any subsequent sale of any such Stock shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, the Holder shall submit a written statement, in form satisfactory to the Company, to the effect that such representation (i) is true and correct as of the date of acquisition of any shares hereunder or (ii) is true and correct as of the date of any sale of any such Stock, as applicable. As a further condition precedent to the delivery to the Holder of any Stock subject to the Units, the Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance of the Stock and, in connection therewith, shall execute any documents which the Board or any committee authorized by the Board shall in its sole discretion deem necessary or advisable.

5.12 Notices and Electronic Delivery. The Company may, in its sole discretion, deliver any documents (other than certificates), notices or other communications related to the Units and the Holder's participation in the Plan by electronic means. The Holder hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Any documents, notices or other communications which are not delivered electronically pursuant to this section shall be in writing and shall be deemed to have been duly given when received, if delivered personally, or when mailed, if sent by first class mail, postage paid, addressed as follows:

(a) if to the Company or the Committee, to the attention of the Vice President, Total Rewards, Owens Corning World Headquarters, One Owens Corning Parkway, Toledo, Ohio 43659, or to the attention of such other person or at such other address as the Company, by notice to the Holder, may designate in writing from time to time, and

(b) if to the Holder, at their address as shown on the records of the Company, or at such other address as the Holder, by notice to the Company, may designate in writing from time to time.

5.13 Deferral of Units.

(a) Deferral Election. If the Holder made an election, in accordance with the terms and conditions prescribed by the Company and Section 409A of the Code and pursuant to an election form provided to the Holder by the Company, to defer the receipt of the Units that would have otherwise vested pursuant to Section 1(a), such Units shall be payable at the time and form elected by the Holder pursuant to such election.

(b) Dividend Equivalents. Until the distribution of Units deferred pursuant to this Section 5.13 (the “Deferral Period”), the Units shall continue to be credited with dividend equivalents, as described in Section 3 hereof.

5.14 Miscellaneous.

(a) Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of the Holder, acquire any right hereunder in accordance with the Plan.

(b) Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

(c) Entire Understanding. The Plan and this Agreement constitute the entire agreement and understanding between the parties with respect to the matters described herein and supersede all prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to such subject matter; provided, however, that the covenants contained in Section 5.2 shall complement and shall be in addition to, and shall not supersede similar covenants made by the Holder to the Company or any Subsidiary, including covenants made in the Agreement-Protection of Owens Corning Proprietary Interests or the Intellectual Property Agreement if the Holder has executed such an agreement.

(d) Modification. No modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced, and specifically references this Restricted Stock Unit Award Agreement by name.

(e) Waiver. The failure of any party hereto at any time to require performance by another party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

(f) Fees and Expenses; Legal Compliance. The Company shall pay all fees and expenses necessarily incurred by the Company in connection with this Agreement and will from time to time use its reasonable efforts to comply with all laws and regulations which, in the opinion of counsel to the Company, are applicable thereto.

(g) Governing Law. This Agreement shall be governed and construed and the legal relationships of the parties determined in accordance with the laws of the State of Delaware without reference to principles of conflict of laws.

(h) Data Privacy. By signing this Agreement, including by way of electronic acceptance of this Agreement by means acceptable to the Company, the Holder explicitly and unambiguously consents to the collection, processing, and transfer (electronically or otherwise) of the Holder's personal data as described in this Agreement by and among, as applicable, the Company, Subsidiaries, the Holder's employer (the "Employer"), and any third parties as necessary, for the exclusive purpose of implementing, administering and managing the Holder's participation in the Plan. Moreover, the Holder explicitly acknowledges and agrees that the Company and the Employer may hold certain personal information about the Holder (including, but not limited to, the Holder's name, home address, telephone number, email address, date of birth, employment status, tax identification number, passport or other identification number, salary, nationality, job title, any Stock awarded, cancelled, purchased, exercised, vested, unvested or outstanding in the Holder's favor, and data for tax withholding purposes) for the purposes of implementing, administering and managing the Plan ("Data"). The Holder understands that Data will be transferred to third parties assisting the Company with the implementation, administration and management of the Plan. The Holder expressly authorizes such transfer to and processing by third parties. Furthermore, the Holder understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Holder's country. The Holder explicitly consents to the transfer of the Holder's personal data to countries other than the Holder's country of employment. The Company will take reasonable measures to keep the Holder's personal data private, confidential, and accurate. The Holder understands that Data will be held only as long as is necessary to implement, administer and manage the Holder's participation in the Plan. The Holder further understands that the Holder may request a list with the names and addresses of any potential recipients of the Data by contacting the Holder's local human resources contact, may obtain details with respect to the collection, storage, processing and transfer of Data in relation to the Plan participation, may also request access to and updates of such Data, if needed, by contacting the Holder's local Human Resources contact, and may refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Holder's local human resources contact. The Holder understands, however, that refusing or withdrawing the Holder's consent may affect the Holder's ability to participate in the Plan.

(i) Clawback Policy. The Holder hereby acknowledges and agrees that this Award and this Agreement (and any settlement of this Award) are subject to the terms and conditions of the Company's clawback policies as may be in effect from time to time (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by receiving this Award, the Holder (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that the Holder is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy. Such cooperation and

assistance shall include (but is not limited to) executing, completing and submitting any documentation necessary, or consenting to Company action, to facilitate the recovery or recoupment by the Company from the Holder of any such compensation or other amounts, including from the Holder's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(j) Whistleblowers. For the avoidance of doubt, notwithstanding anything to the contrary in the Plan, this Agreement or in any other agreement, contract or arrangement with the Company or any Subsidiary or affiliate, or in any policy, procedure or practice of the Company or any Subsidiary or affiliate (collectively, the "Arrangements"), nothing in the Arrangements or otherwise limits the Holder's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002, or any comparable government agency pursuant to any comparable legislation in non-U.S. jurisdictions).

(k) Company to Reserve Stock. The Company shall at all times prior to the expiration or termination of the Units reserve and keep available, either in its treasury or out of its authorized but unissued Stock, the full number of shares of Stock subject to the Units from time to time.

(l) Compliance with Section 409A of the Code.

(i) To the extent applicable, it is intended that this Agreement and the Plan comply with, or are exempt from, the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to the Holder. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Holder).

(ii) To the extent the Holder has a right to receive payment pursuant to this Agreement, the payment is deferred compensation subject to Section 409A, and the event triggering the right to payment does not constitute a permitted distribution event under Section 409A(a)(2) of the Code, then notwithstanding anything to the contrary in this Agreement, issuance of cash or Stock in payment of the vested Units will be made to the Holder, to the extent necessary to comply with Section 409A of the Code, on the earliest of: (A) a subsequent Vesting Date; (B) the Holder's "separation from service" with the Company (determined in accordance with Section 409A of the Code), provided, that if the Holder is a "specified employee" (within the meaning of Section 409A of the Code), the Holder's date of payment of the Award pursuant to this clause (ii) shall be the date that is the first business day following six months after the date of the Holder's separation of service with the Company; (C) the Holder's death; (D) the Holder's permanent disability (within the meaning of Section 409A(a)(2)(C) of

the Code); or (E) a change in control event (within the meaning of Section 409A of the Code).

(iii) Reference to Section 409A of the Code will also include any regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

(m) Severability. If any covenant or other term in this Agreement (including, without limitation, any covenant in Section 5.2 hereof) is determined by a court of competent jurisdiction to be wholly or partially unenforceable, the Holder agrees that: (i) this Agreement or any portion hereof may be reformed so that such covenant or other term is enforceable to the maximum extent permitted by law; (ii) such determination shall not be a bar to or in any way diminish the Company's right to enforce any such covenant or other term in any other jurisdiction; and (iii) the unaffected provisions of this Agreement shall be unimpaired and shall remain in full force and effect. Without limiting the generality of the foregoing, if any covenant in this Agreement shall be determined by a court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extend in all other respect as to which it may be enforceable, all as determined by such court.

5.15 Provisions Relating to Participants in Specific U.S. States. Notwithstanding any provisions in this Agreement, the Award shall also be subject to the special terms and conditions set forth in the U.S. State-Specific Addendum attached as Appendix A to this Agreement if the Holder is employed and/or resides in specific states or if the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law. The U.S. State-Specific Addendum attached hereto as Appendix A constitutes part of this Agreement.

(n) [SIGNATURES ON FOLLOWING PAGE]

Sign Name

Print Name

Date

**APPENDIX A
TO
RESTRICTED STOCK UNIT AGREEMENT**

U.S. STATE-SPECIFIC ADDENDUM

Additional Terms and Conditions for Awards under the Owens Corning 2023 Stock Plan

Terms and Conditions

This Addendum includes additional terms and conditions that govern the Award granted to you under the Owens Corning 2023 Plan (referred to as the “Plan”) if you are employed and/or reside in the applicable states or if the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law. Certain capitalized terms used but not defined in this Addendum have the meanings set forth in the Plan and/or your award agreement (the “Agreement”) that relates to your Award. By accepting your Award, you agree to be bound by the terms and conditions contained in the paragraphs below in addition to the terms of the Plan, the Agreement, and the terms of any other document that may apply to you and your Award.

California

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

Data Privacy. The following sentence is added to the end of Section 5.14(h) of the Agreement to read as follows:

“If the Holder is a California resident, the Holder should refer to the Company’s California Consumer Privacy Act Notice for more information about the personal information the Company collects about the Holder and the purposes for which the Company will use such data.”

Minnesota

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

North Dakota

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

Oklahoma

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

RESTRICTED STOCK UNIT AWARD AGREEMENT

pursuant to the

**OWENS CORNING
2023 STOCK PLAN**

RESTRICTED STOCK UNIT AWARD

OWENS CORNING, a Delaware corporation (the “Company”), has granted to [Participant Name] (the “Holder”), as of [Grant Date] (the “Grant Date”), pursuant to the provisions of the Owens Corning 2023 Stock Plan (the “Plan”), [Number of Shares Granted] restricted stock units (the “Units”) relating to shares of common stock, \$0.01 par value, of the Company (“Stock”), upon and subject to the restrictions, terms and conditions set forth below and in the Plan (the “Award”). Each Unit shall provide for the issuance and transfer to the Holder of one share of Stock upon the lapse of the restrictions set forth in Section 1 hereof. Upon issuance and transfer of the Stock subject to the Units following the lapse of the Restriction Period, the Holder shall have all rights incident to ownership of such Stock, including, but not limited to, voting rights and the right to receive dividends. References to employment by the Company shall also mean employment by a Subsidiary. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Restriction Period and Vesting.

(a) General. Subject to Sections 1(b) and 1(c), the Units shall vest and the restrictions shall lapse on the third anniversary of the Grant Date (such three-year period, the “Restriction Period”). As used herein, the term “vest” shall mean no longer subject to a substantial risk of forfeiture.

(b) Death or Disability. Notwithstanding Section 1(a), if, prior to the end of the Restriction Period, the Holder’s employment with the Company terminates by reason of death or Disability, the Units that are then unvested shall vest in full, and the restrictions shall lapse, as of the date of such termination.

(c) Change in Control. Notwithstanding Sections 1(a) and 1(b), in the event of a Change in Control, as defined in the Plan, the Units shall immediately vest in full and the restrictions shall lapse as provided in Section 6.8 of the Plan; provided, however, that in the event that (i) the Units constitute the payment of nonqualified deferred compensation within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) the Change in Control does not constitute a “change in control event” within the meaning of Section 409A of the Code, the Units shall not immediately vest upon such Change in Control, but instead shall vest and be payable in accordance with the vesting schedule set forth in clause (i) of Section 1(a) hereof, or earlier pursuant to Section 1(b) hereof.

(d) Forfeiture. If, prior to the end of the Restriction Period, the Holder’s employment with the Company terminates for any reason other than death or Disability, the Units that are then unvested as of the effective date of the termination of the Holder’s employment shall be forfeited by the Holder and such portion shall thereafter be cancelled by the Company.

2. Settlement of Award.

(a) General. Subject to Section 2(b), one share of Stock will be issued as payment for each Unit that vests pursuant to Section 1(a) within 30 days following the end of the Restriction Period.

(b) Other Payment Events. Notwithstanding Section 2(a), to the extent the Units are vested on the dates set forth below, payment with respect to the vested Units will be made as follows:

(i) Death or Disability. Within 30 days of the date of the termination of the Holder's employment with the Company by reason of the Holder's death or Disability, one share of Stock will be issued as payment for each Unit, if any, that vests pursuant to Section 1(b).

(ii) Change in Control. Within 30 days of a Change in Control, one share of Stock will be issued as payment for each Unit, if any, that vests pursuant to Section 1(c).

3. Rights as a Stockholder and Dividend Equivalents.

During the Restriction Period, the Holder shall not be a stockholder of record with respect to the Stock underlying any unvested Units and shall have no voting rights with respect to such Stock. With respect to each of the Units covered by this Agreement, the Holder shall be credited on the records of the Company with dividend equivalents in an amount equal to the amount per share of Stock of any cash dividends declared by the Board on the outstanding Stock (and the applicable record date occurring) during the period beginning on the Grant Date and ending either on the date on which the Holder receives payment for the Units pursuant to Section 2 hereof or at the time when the Units are forfeited in accordance with Section 1(d) of this Agreement. These dividend equivalents will accumulate without interest and, subject to the terms and conditions of this Agreement, will be paid at the same time, to the same extent and in the same manner, in cash, as the Units for which the dividend equivalents were credited. If the Award is subject to a deferral election as described in Section 5.13 below, dividend equivalents will be accrued in the form of additional Units, with the increase in the number of Units equal to the number of shares of Stock or fractional shares of Stock that could be purchased with the dividends based on the value of the Stock at the time such dividends are paid ("Credited Units"). Such Credited Units shall be subject to the restrictions set forth in Section 1 hereof and shall be paid to the Holder in the time and manner as provided in their deferral election.

4. Withholding Taxes.

To the extent that the Company or a Subsidiary is required to withhold federal, state, local, employment, or foreign taxes or other amounts, or, to the extent permitted under Section 409A of the Code, any other applicable taxes (the "Required Tax Payments"), in connection with the Holder's right to receive shares of Stock under this Agreement (regardless of whether the Holder is entitled to the delivery of any Stock at that time), and the amounts available to the Company for such withholding are insufficient, as a condition precedent to the delivery to the

Holder of any such Stock upon the vesting of the Units, the Holder agrees that the Required Tax Payments shall be satisfied by the Company withholding from the Stock otherwise to be delivered to the Holder pursuant to the Award having a Fair Market Value, determined as of the date of taxation, equal to the Required Tax Payments.

No payments in respect of vested Units shall be delivered to the Holder until the Required Tax Payments have been satisfied in full.

5. Additional Terms and Conditions of Award.

5.1 Award Subject to Acceptance of Agreement. The Award shall be null and void unless the Holder shall accept this Agreement by executing it in an enforceable manner, including through an electronic acceptance, in such form as is determined to be acceptable within the discretion of the Committee.

5.2 Agreement Not To Compete and Not To Solicit.

(a) In exchange for the consideration provided by the Company in this Agreement, the Holder agrees that, during the Covenant Period, the Holder shall not, without the prior written consent of the Company: (i) become directly or indirectly engaged or involved, as an owner, principal, employee, officer, director, manager, independent contractor, consultant, representative, seller, distributor, agent, advisor, lender or in any other capacity, with or for any Competitor of the Company or any Subsidiary; (ii) participate in the research or development, manufacture, and/or any business, fabrication, marketing, sale or distribution of any products or services that are competitive with or similar to any products or services then being developed, manufactured, fabricated, marketed, sold or distributed by the Company or any Subsidiary; (iii) directly or indirectly, on behalf of the Holder or any other person or entity, offer, market, sell or distribute, or participate in offering, marketing, selling or distributing any products or services that are competitive with or similar to any products or services then offered, marketed, sold or distributed by the Company or any Subsidiary to any customer of the Company or any Subsidiary, or to the Holder's knowledge, potential customer of the Company or any Subsidiary; (iv) directly or indirectly, on behalf of the Holder or any other person or entity, solicit, induce, recruit, hire, or encourage any employee, independent contractor, consultant, or sales representative of the Company or any Subsidiary to leave their employment; or (v) directly or indirectly, engage, or attempt to engage, on behalf of any Competitor of the Company or any Subsidiary, any customer, vendor, supplier, distributor, independent contractor, agent or other business relationship of the Company or any Subsidiary, or engage in any other action that would reasonably be expected to terminate or negatively impact any such business relationship of the Company or any Subsidiary; provided, however, that the Holder's direct or indirect ownership of less than 1% of the outstanding capital stock of a company whose capital stock is listed on a national securities exchange or regularly traded in an over-the-counter market, shall not be deemed to be a violation of this Agreement. Notwithstanding any provision of the Plan or of this Agreement to the contrary, any violation of this section by the Holder shall result in the immediate forfeiture and cancellation of the portion of the Award which is not vested as of such date.

(b) The Holder agrees that money damages would not be a sufficient remedy for any breach of this Section 5.2 by the Holder and that, in addition to all other remedies which may be available to the Company, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The Holder further agrees to

waive any requirement for the securing or posting of any bond in connection with any such remedy.

(c) The Holder agrees and acknowledges that (i) the services rendered by the Holder to the Company are special and of great value to the Company, (ii) the market for the Company's products and services is worldwide and the Company regularly transacts business on a worldwide basis, (iii) the covenants contained in this Section 5.2 are reasonable and necessary for the protection of the Company's legitimate business interests, (iv) the grant of the Award to the Holder is good and sufficient consideration for such covenants, and (v) the Holder's compliance with such covenants will not preclude or unreasonably restrict the Holder from engaging in other activities for the purpose of earning a livelihood.

(d) As used herein, (i) the term "Competitor" means any person, or entity that (A) is engaged in, or that has plans to become engaged in the research, development, manufacture, fabrication, marketing, sale or distribution of products or services that are the same as, or serve a substantially similar purpose or function as any products or services that were researched, developed, manufactured, fabricated, marketed, sold, or distributed by any business unit of the Company or any Subsidiary for which the Holder performed any work or services at any time during the last twenty-four (24) months during which the Holder was employed by Company or any Subsidiary; and (B) directly or indirectly conducts any business operations anywhere within North America or anywhere else in the world where the Holder has engaged in business activities on behalf of the Company or any Subsidiary; and (ii) the term "Covenant Period" means the period ending on the first anniversary of the date the Holder's termination of employment with the Company or any Subsidiary, regardless of the circumstances relating to such termination of employment (e.g., resignation, retirement, disability, termination by the Company for cause, or termination by the Company without cause).

5.3 Nontransferability of Units. During the Restriction Period, the Units subject to the Award and not then vested may not be transferred by the Holder other than by will, the laws of descent and distribution or pursuant to beneficiary designation procedures approved by the Company. Except to the extent permitted by the foregoing, upon any attempt to sell, transfer, assign, pledge, hypothecate or encumber, or otherwise dispose of such Units, the Award shall immediately become null and void.

5.4 Adjustment. Subject to Section 6.7 of the Plan, in the event of any stock split, stock dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off or other similar change in capitalization or event, or any distribution to holders of Stock other than a regular cash dividend, or any other corporate transaction or event having an effect similar to any of the foregoing, the number and class of securities subject to the Units and the other terms of the Units shall be appropriately adjusted by the Committee. If any adjustment would result in a fractional security being subject to the Units, the Company shall pay the Holder in connection with the vesting, if any, of such fractional security an amount in cash determined by multiplying such fraction (rounded to the nearest hundredth) by the fair market value on the date of vesting. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

5.5 Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Stock subject to the Units upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking

of any other action is necessary or desirable as a condition of, or in connection with, the vesting or delivery of Stock hereunder, the Units subject to the Award shall not vest or be delivered, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to effect or obtain any such listing, registration, qualification, consent or approval. Further, the Holder agrees that to the extent the issuance of Stock in the Holder's jurisdiction is impossible, illegal, unauthorized, or, in the Company's discretion, is imprudent or is otherwise impracticable for any reason, the Company may, in its discretion, either deem the Award to be a cash award of equivalent cash value or may direct the sale of all Stock subject to the Award and settle the Award in cash locally with the Holder.

5.6 Book Entry Record/ Delivery of Certificates. Subject to the foregoing paragraph, promptly following the vesting of the Units, in whole or in part, the Stock delivered at vesting shall be recorded in book entry form, unless the Company decides to deliver or cause to be delivered, subject to the withholding provisions of Section 4, one or more certificates representing the number of shares of Stock represented by the vested Units. In the event certificates are delivered, the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such delivery, except as otherwise provided in Section 4.

5.7 Award Confers No Rights to Continued Employment. The granting of the Units does not entitle the Holder to any award other than that specifically granted under the Plan, nor to any future award under the Plan or any similar plan. The Award does not become part of the contract of employment or any other employment relationship with the Holder's employer, and the Award is not a guarantee of continued employment. Moreover, the Award or any future awards do not become a term or condition of employment. The Holder understands and accepts that the Units granted under the Plan are entirely at the discretion of the Company and that the Company retains the right to amend or terminate the Plan and/or the Holder's participation therein, at any time, at the Company's sole discretion and without notice. The benefits and rights provided under the Plan are not, and should not be considered part of the Holder's salary or compensation for purposes of any other calculation, including calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind, except as required by applicable law. The Holder hereby waives any and all rights to compensation or damages as a result of the termination of employment with the Company for any reason whatsoever insofar as those rights result or may result from: (a) the loss or diminution in value of any rights under the Plan; or (b) the Holder ceasing to have any rights under, or ceasing to be entitled to any rights under, the Plan as a result of such termination.

5.8 Decisions of Board or Committee. The Board or the Committee shall have the right to resolve all questions which may arise in connection with the Award. Subject to the terms of the Plan, administration of ministerial, non-substantive aspects of the Award has been delegated to the Company. Any interpretation, determination or other action made or taken by the Board or the Committee, or the Company as its delegate, regarding the Plan or this Agreement shall be final, binding and conclusive.

5.9 Incorporation of the Plan. The Plan, as it exists on the date of this Agreement and as amended from time to time, is hereby incorporated by reference and made a part hereof, and the Award and this Agreement shall be subject to all terms and conditions of the Plan and any subsequent amendments to the Plan. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the terms of the Plan shall control. The Holder hereby acknowledges receipt of a copy of the Plan.

5.10 Value of Units and Common Stock. The Company makes no representation as to the value of the Units. The Company is not responsible for any fluctuations in the value of the Stock.

5.11 Investment Representation. The Holder hereby represents and covenants that (a) any Stock acquired upon the vesting of the Units will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such acquisition has been registered under the Securities Act and any applicable state securities law; (b) any subsequent sale of any such Stock shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, the Holder shall submit a written statement, in form satisfactory to the Company, to the effect that such representation (i) is true and correct as of the date of acquisition of any shares hereunder or (ii) is true and correct as of the date of any sale of any such Stock, as applicable. As a further condition precedent to the delivery to the Holder of any Stock subject to the Units, the Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance of the Stock and, in connection therewith, shall execute any documents which the Board or any committee authorized by the Board shall in its sole discretion deem necessary or advisable.

5.12 Notices and Electronic Delivery. The Company may, in its sole discretion, deliver any documents (other than certificates), notices or other communications related to the Units and the Holder's participation in the Plan by electronic means. The Holder hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Any documents, notices or other communications which are not delivered electronically pursuant to this section shall be in writing, and shall be deemed to have been duly given when received, if delivered personally, or when mailed, if sent by first class mail, postage paid, addressed as follows:

(a) if to the Company or the Committee, to the attention of the Vice President, Total Rewards, Owens Corning World Headquarters, One Owens Corning Parkway, Toledo, Ohio 43659, or to the attention of such other person or at such other address as the Company, by notice to the Holder, may designate in writing from time to time, and

(b) if to the Holder, at their address as shown on the records of the Company, or at such other address as the Holder, by notice to the Company, may designate in writing from time to time.

5.13 Deferral of Units.

(a) Deferral Election. If the Holder made an election, in accordance with the terms and conditions prescribed by the Company and Section 409A of the Code and pursuant to an election form provided to the Holder by the Company, to defer the receipt of the Units that would have otherwise vested pursuant to Section 1(a), such Units shall be payable at the time and form elected by the Holder pursuant to such election.

(b) Dividend Equivalents. Until the distribution of Units deferred pursuant to this Section 5.13 (the “Deferral Period”), the Units shall continue to be credited with dividend equivalents, as described in Section 3 hereof.

5.14 Miscellaneous.

(a) Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of the Holder, acquire any right hereunder in accordance with the Plan.

(b) Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

(c) Entire Understanding. The Plan and this Agreement constitute the entire agreement and understanding between the parties with respect to the matter described herein and supersede all prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to such subject matter; provided, however, that the covenants contained in Section 5.2 shall complement and shall be in addition to, and shall not supersede similar covenants made by the Holder to the Company or any Subsidiary, including covenants made in the Agreement-Protection of Owens Corning Proprietary Interests or the Intellectual Property Agreement if the Holder has executed such an agreement.

(d) Modification. No modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced, and specifically references this Restricted Stock Unit Award Agreement by name.

(e) Waiver. The failure of any party hereto at any time to require performance by another party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

(f) Fees and Expenses; Legal Compliance. The Company shall pay all fees and expenses necessarily incurred by the Company in connection with this Agreement and will from time to time use its reasonable efforts to comply with all laws and regulations which, in the opinion of counsel to the Company, are applicable thereto.

(g) Governing Law. This Agreement shall be governed and construed and the legal relationships of the parties determined in accordance with the laws of the State of Delaware without reference to principles of conflict of laws.

(h) Data Privacy. By signing this Agreement, including by way of electronic acceptance of this Agreement by means acceptable to the Company, the Holder explicitly and unambiguously consents to the collection, processing, and transfer (electronically or otherwise) of the Holder's personal data as described in this Agreement by and among, as applicable, the Company, Subsidiaries, the Holder's employer (the "Employer"), and any third parties as necessary, for the exclusive purpose of implementing, administering and managing the Holder's participation in the Plan. Moreover, the Holder explicitly acknowledges and agrees that the Company and the Employer may hold certain personal information about the Holder (including, but not limited to, the Holder's name, home address, telephone number, email address, date of birth, employment status, tax identification number, passport or other identification number, salary, nationality, job title, any Stock awarded, cancelled, purchased, exercised, vested, unvested or outstanding in the Holder's favor, and data for tax withholding purposes) for the purposes of implementing, administering and managing the Plan ("Data"). The Holder understands that Data will be transferred to third parties assisting the Company with the implementation, administration and management of the Plan. The Holder expressly authorizes such transfer to and processing by third parties. Furthermore, the Holder understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Holder's country. The Holder explicitly consents to the transfer of the Holder's personal data to countries other than the Holder's country of employment. The Company will take reasonable measures to keep the Holder's personal data private, confidential, and accurate. The Holder understands that Data will be held only as long as is necessary to implement, administer and manage the Holder's participation in the Plan. The Holder further understands that the Holder may request a list with the names and addresses of any potential recipients of the Data by contacting the Holder's local human resources contact, may obtain details with respect to the collection, storage, processing and transfer of Data in relation to the Plan participation, may also request access to and updates of such Data, if needed, by contacting the Holder's local Human Resources contact, and may refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Holder's local human resources contact. The Holder understands, however, that refusing or withdrawing the Holder's consent may affect the Holder's ability to participate in the Plan.

(i) Clawback Policy. The Holder hereby acknowledges and agrees that this Award and this Agreement (and any settlement of this Award) are subject to the terms and conditions of the Company's clawback policies as may be in effect from time to time (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by receiving this Award, the Holder (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that the Holder is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy. Such cooperation and assistance shall include (but is not limited to) executing, completing and submitting any documentation necessary, or consenting to Company action, to facilitate the recovery or recoupment by the Company from the Holder of any such compensation or other

amounts, including from the Holder's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(j) Whistleblowers. For the avoidance of doubt, notwithstanding anything to the contrary in the Plan, this Agreement or in any other agreement, contract or arrangement with the Company or any Subsidiary or affiliate, or in any policy, procedure or practice of the Company or any Subsidiary or affiliate (collectively, the "Arrangements"), nothing in the Arrangements or otherwise limits the Holder's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002, or any comparable government agency pursuant to any comparable legislation in non-U.S. jurisdictions).

(k) Company to Reserve Stock. The Company shall at all times prior to the expiration or termination of the Units reserve and keep available, either in its treasury or out of its authorized but unissued Stock, the full number of shares of Stock subject to the Units from time to time.

(l) Compliance with Section 409A of the Code.

(i) To the extent applicable, it is intended that this Agreement and the Plan comply with, or are exempt from, the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to the Holder. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Holder).

(ii) To the extent the Holder has a right to receive payment pursuant to this Agreement, the payment is deferred compensation subject to Section 409A, and the event triggering the right to payment does not constitute a permitted distribution event under Section 409A(a)(2) of the Code, then notwithstanding anything to the contrary in this Agreement, issuance of cash or Stock in payment of the vested Units will be made to the Holder, to the extent necessary to comply with Section 409A of the Code, on the earliest of: (A) the last day of the Restriction Period; (B) the Holder's "separation from service" with the Company (determined in accordance with Section 409A of the Code), provided, that if the Holder is a "specified employee" (within the meaning of Section 409A of the Code), the Holder's date of payment of the Award pursuant to this clause (ii) shall be the date that is the first business day following six months after the date of the Holder's separation of service with the Company; (C) the Holder's death; (D) the Holder's permanent disability (within the meaning of Section 409A(a)(2)(C) of the Code); or (E) a change in control event (within the meaning of Section 409A of the Code).

(iii) Reference to Section 409A of the Code will also include any regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

(m) Severability. If any covenant or other term in this Agreement (including without limitation any covenant in Section 5.2 hereof) is determined by a court of competent jurisdiction to be wholly or partially unenforceable, the Holder agrees that: (i) this Agreement or any portion hereof may be reformed so that such covenant or other term is enforceable to the maximum extent permitted by law; (ii) such determination shall not be a bar to or in any way diminish the Company's right to enforce any such covenant or other term in any other jurisdiction; and (iii) the unaffected provisions of this Agreement shall be unimpaired and shall remain in full force and effect. Without limiting the generality of the foregoing, if any covenant in this Agreement shall be determined by a court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extent in all other respect as to which it may be enforceable, all as determined by such court.

5.15 Provisions Relating to Participants in Specific U.S. States. Notwithstanding any provisions in this Agreement, the Award shall also be subject to the special terms and conditions set forth in the U.S. State-Specific Addendum attached as Appendix A to this Agreement if the Holder is employed and/or resides in specific states or if the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law. The U.S. State-Specific Addendum attached hereto as Appendix A constitutes part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Sign Name

Print Name

Date

**APPENDIX A
TO
RESTRICTED STOCK UNIT AGREEMENT**

U.S. STATE-SPECIFIC ADDENDUM

Additional Terms and Conditions for Awards under the Owens Corning 2023 Stock Plan

Terms and Conditions

This Addendum includes additional terms and conditions that govern the Award granted to you under the Owens Corning 2023 Plan (referred to as the “Plan”) if you are employed and/or reside in the applicable states or if the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law. Certain capitalized terms used but not defined in this Addendum have the meanings set forth in the Plan and/or your award agreement (the “Agreement”) that relates to your Award. By accepting your Award, you agree to be bound by the terms and conditions contained in the paragraphs below in addition to the terms of the Plan, the Agreement, and the terms of any other document that may apply to you and your Award.

California

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

Data Privacy. The following sentence is added to the end of Section 5.14(h) of the Agreement to read as follows:

“If the Holder is a California resident, the Holder should refer to the Company’s California Consumer Privacy Act Notice for more information about the personal information the Company collects about the Holder and the purposes for which the Company will use such data.”

Minnesota

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

North Dakota

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

Oklahoma

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

RESTRICTED STOCK UNIT AWARD AGREEMENT

pursuant to the

**OWENS CORNING
2023 STOCK PLAN**

RESTRICTED STOCK UNIT AWARD

OWENS CORNING, a Delaware corporation (the “Company”), has granted to **#ParticipantName#** (the “Holder”), as of **#GrantDate#** (the “Grant Date”), pursuant to the provisions of the Owens Corning 2023 Stock Plan (the “Plan”), **#QuantityGranted#** restricted stock units (the “Units”) relating to shares of common stock, \$0.01 par value, of the Company (“Stock”), upon and subject to the restrictions, terms and conditions set forth below and in the Plan (the “Award”). Each Unit shall provide for the issuance and transfer to the Holder of one share of Stock upon the lapse of the restrictions set forth in Section 1 hereof. Upon issuance and transfer of the Stock subject to the Units following the lapse of the Restriction Period, the Holder shall have all rights incident to ownership of such Stock, including, but not limited to, voting rights and the right to receive dividends. References to employment by the Company shall also mean employment by a Subsidiary. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Restriction Period and Vesting.

(a) General. Subject to Sections 1(b) and 1(c), the Units shall vest and the restrictions shall lapse with respect to 33.3% of the Units on each anniversary of the Grant Date (each such anniversary, a “Vesting Date”) until the Units are fully vested (such three-year period, the “Restriction Period”). As used herein, the term “vest” shall mean no longer subject to a substantial risk of forfeiture.

(b) Death or Disability. Notwithstanding Section 1(a), if, prior to the end of the Restriction Period, the Holder’s employment with the Company terminates by reason of death or Disability, the Units that are then unvested shall vest in full, and the restrictions shall lapse, as of the date of such termination.

(c) Change in Control. Notwithstanding Sections 1(a) and 1(b), in the event of a Change in Control, as defined in the Plan, the Units shall immediately vest in full and the restrictions shall lapse as provided in Section 6.8 of the Plan; provided, however, that in the event that (i) the Units constitute the payment of nonqualified deferred compensation within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) the Change in Control does not constitute a “change in control event” within the meaning of Section 409A of the Code, the Units shall not immediately vest upon such Change in Control, but instead shall vest and be payable in accordance with the vesting schedule set forth in clause (i) of Section 1(a) hereof, or earlier pursuant to Section 1(b) hereof.

(d) Forfeiture. If, prior to the end of the Restriction Period, the Holder’s employment with the Company terminates for any reason other than death or Disability, the Units that are

then unvested as of the effective date of the termination of the Holder's employment shall be forfeited by the Holder and such portion shall thereafter be cancelled by the Company.

2. Settlement of Award.

(a) General. Subject to Section 2(b), one share of Stock will be issued as payment for each Unit that vests pursuant to Section 1(a) within 30 days following the end of the Restriction Period.

(b) Other Payment Events. Notwithstanding Section 2(a), to the extent the Units are vested on the dates set forth below, payment with respect to the vested Units will be made as follows:

(i) Death or Disability. Within 30 days of the date of the termination of the Holder's employment with the Company by reason of the Holder's death or Disability, one share of Stock will be issued as payment for each Unit, if any, that vests pursuant to Section 1(b).

(ii) Change in Control. Within 30 days of a Change in Control, one share of Stock will be issued as payment for each Unit, if any, that vests pursuant to Section 1(c).

3. Rights as a Stockholder and Dividend Equivalents.

During the Restriction Period, the Holder shall not be a stockholder of record with respect to the Stock underlying any unvested Units and shall have no voting rights with respect to such Stock. With respect to each of the Units covered by this Agreement, the Holder shall be credited on the records of the Company with dividend equivalents in an amount equal to the amount per share of Stock of any cash dividends declared by the Board on the outstanding Stock (and the applicable record date occurring) during the period beginning on the Grant Date and ending either on the date on which the Holder receives payment for the Units pursuant to Section 2 hereof or at the time when the Units are forfeited in accordance with Section 1(d) of this Agreement. These dividend equivalents will accumulate without interest and, subject to the terms and conditions of this Agreement, will be paid at the same time, to the same extent and in the same manner, in cash, as the Units for which the dividend equivalents were credited. If the Award is subject to a deferral election as described in Section 5.13 below, dividend equivalents will be accrued in the form of additional Units, with the increase in the number of Units equal to the number of shares of Stock or fractional shares of Stock that could be purchased with the dividends based on the value of the Stock at the time such dividends are paid ("Credited Units"). Such Credited Units shall be subject to the restrictions set forth in Section 1 hereof and shall be paid to the Holder in the time and manner as provided in their deferral election.

4. Withholding Taxes.

To the extent that the Company or a Subsidiary is required to withhold federal, state, local, employment, or foreign taxes or other amounts, or, to the extent permitted under Section 409A of the Code, any other applicable taxes (the "Required Tax Payments"), in connection with the Holder's right to receive shares of Stock under this Agreement (regardless of whether the

Holder is entitled to the delivery of any Stock at that time), and the amounts available to the Company for such withholding are insufficient, as a condition precedent to the delivery to the Holder of any such Stock upon the vesting of the Units, the Holder agrees that the Required Tax Payments shall be satisfied by the Company withholding from the Stock otherwise to be delivered to the Holder pursuant to the Award having a Fair Market Value, determined as of the date of taxation, equal to the Required Tax Payments.

No payments in respect of vested Units shall be delivered to the Holder until the Required Tax Payments have been satisfied in full.

5. Additional Terms and Conditions of Award.

5.1 Award Subject to Acceptance of Agreement. The Award shall be null and void unless the Holder shall accept this Agreement by executing it in an enforceable manner, including through an electronic acceptance, in such form as is determined to be acceptable within the discretion of the Committee.

5.2 Agreement Not To Compete and Not To Solicit.

(a) In exchange for the consideration provided by the Company in this Agreement, the Holder agrees that, during the Covenant Period, the Holder shall not, without the prior written consent of the Company: (i) become directly or indirectly engaged or involved, as an owner, principal, employee, officer, director, manager, independent contractor, consultant, representative, seller, distributor, agent, advisor, lender or in any other capacity, with or for any Competitor of the Company or any Subsidiary; (ii) participate in the research or development, manufacture, and/or any business, fabrication, marketing, sale or distribution of any products or services that are competitive with or similar to any products or services then being developed, manufactured, fabricated, marketed, sold or distributed by the Company or any Subsidiary; (iii) directly or indirectly, on behalf of the Holder or any other person or entity, offer, market, sell or distribute, or participate in offering, marketing, selling or distributing any products or services that are competitive with or similar to any products or services then offered, marketed, sold or distributed by the Company or any Subsidiary to any customer of the Company or any Subsidiary, or to the Holder's knowledge, potential customer of the Company or any Subsidiary; (iv) directly or indirectly, on behalf of the Holder or any other person or entity, solicit, induce, recruit, hire, or encourage any employee, independent contractor, consultant, or sales representative of the Company or any Subsidiary to leave their employment; or (v) directly or indirectly, engage, or attempt to engage, on behalf of any Competitor of the Company or any Subsidiary, any customer, vendor, supplier, distributor, independent contractor, agent or other business relationship of the Company or any Subsidiary, or engage in any other action that would reasonably be expected to terminate or negatively impact any such business relationship of the Company or any Subsidiary; provided, however, that the Holder's direct or indirect ownership of less than 1% of the outstanding capital stock of a company whose capital stock is listed on a national securities exchange or regularly traded in an over-the-counter market, shall not be deemed to be a violation of this Agreement. Notwithstanding any provision of the Plan or of this Agreement to the contrary, any violation of this section by the Holder shall result in the immediate forfeiture and cancellation of the portion of the Award which is not vested as of such date.

(b) The Holder agrees that money damages would not be a sufficient remedy for any breach of this Section 5.2 by the Holder and that, in addition to all other remedies which may be available to the Company, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The Holder further agrees to

waive any requirement for the securing or posting of any bond in connection with any such remedy.

(c) The Holder agrees and acknowledges that (i) the services rendered by the Holder to the Company are special and of great value to the Company, (ii) the market for the Company's products and services is worldwide and the Company regularly transacts business on a worldwide basis, (iii) the covenants contained in this Section 5.2 are reasonable and necessary for the protection of the Company's legitimate business interests, (iv) the grant of the Award to the Holder is good and sufficient consideration for such covenants, and (v) the Holder's compliance with such covenants will not preclude or unreasonably restrict the Holder from engaging in other activities for the purpose of earning a livelihood.

(d) As used herein, (i) the term "Competitor" means any person, or entity that (A) is engaged in, or that has plans to become engaged in the research, development, manufacture, fabrication, marketing, sale or distribution of products or services that are the same as, or serve a substantially similar purpose or function as any products or services that were researched, developed, manufactured, fabricated, marketed, sold, or distributed by any business unit of the Company or any Subsidiary for which the Holder performed any work or services at any time during the last twenty-four (24) months during which the Holder was employed by Company or any Subsidiary; and (B) directly or indirectly conducts any business operations anywhere within North America or anywhere else in the world where the Holder has engaged in business activities on behalf of the Company or any Subsidiary; and (ii) the term "Covenant Period" means the period ending on the first anniversary of the date the Holder's termination of employment with the Company or any Subsidiary, regardless of the circumstances relating to such termination of employment (e.g., resignation, retirement, disability, termination by the Company for cause, or termination by the Company without cause).

5.3 Nontransferability of Units. During the Restriction Period, the Units subject to the Award and not then vested may not be transferred by the Holder other than by will, the laws of descent and distribution or pursuant to beneficiary designation procedures approved by the Company. Except to the extent permitted by the foregoing, upon any attempt to sell, transfer, assign, pledge, hypothecate or encumber, or otherwise dispose of such Units, the Award shall immediately become null and void.

5.4 Adjustment. Subject to Section 6.7 of the Plan, in the event of any stock split, stock dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off or other similar change in capitalization or event, or any distribution to holders of Stock other than a regular cash dividend, or any other corporate transaction or event having an effect similar to any of the foregoing, the number and class of securities subject to the Units and the other terms of the Units shall be appropriately adjusted by the Committee. If any adjustment would result in a fractional security being subject to the Units, the Company shall pay the Holder in connection with the vesting, if any, of such fractional security an amount in cash determined by multiplying such fraction (rounded to the nearest hundredth) by the fair market value on the date of vesting. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

5.5 Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Stock subject to the Units upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking

of any other action is necessary or desirable as a condition of, or in connection with, the vesting or delivery of Stock hereunder, the Units subject to the Award shall not vest or be delivered, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to effect or obtain any such listing, registration, qualification, consent or approval. Further, the Holder agrees that to the extent the issuance of Stock in the Holder's jurisdiction is impossible, illegal, unauthorized, or, in the Company's discretion, is imprudent or is otherwise impracticable for any reason, the Company may, in its discretion, either deem the Award to be a cash award of equivalent cash value or may direct the sale of all Stock subject to the Award and settle the Award in cash locally with the Holder.

5.6 Book Entry Record/ Delivery of Certificates. Subject to the foregoing paragraph, promptly following the vesting of the Units, in whole or in part, the Stock delivered at vesting shall be recorded in book entry form, unless the Company decides to deliver or cause to be delivered, subject to the withholding provisions of Section 4, one or more certificates representing the number of shares of Stock represented by the vested Units. In the event certificates are delivered, the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such delivery, except as otherwise provided in Section 4.

5.7 Award Confers No Rights to Continued Employment. The granting of the Units does not entitle the Holder to any award other than that specifically granted under the Plan, nor to any future award under the Plan or any similar plan. The Award does not become part of the contract of employment or any other employment relationship with the Holder's employer, and the Award is not a guarantee of continued employment. Moreover, the Award or any future awards do not become a term or condition of employment. The Holder understands and accepts that the Units granted under the Plan are entirely at the discretion of the Company and that the Company retains the right to amend or terminate the Plan and/or the Holder's participation therein, at any time, at the Company's sole discretion and without notice. The benefits and rights provided under the Plan are not, and should not be considered part of the Holder's salary or compensation for purposes of any other calculation, including calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind, except as required by applicable law. The Holder hereby waives any and all rights to compensation or damages as a result of the termination of employment with the Company for any reason whatsoever insofar as those rights result or may result from: (a) the loss or diminution in value of any rights under the Plan; or (b) the Holder ceasing to have any rights under, or ceasing to be entitled to any rights under, the Plan as a result of such termination.

5.8 Decisions of Board or Committee. The Board or the Committee shall have the right to resolve all questions which may arise in connection with the Award. Subject to the terms of the Plan, administration of ministerial, non-substantive aspects of the Award has been delegated to the Company. Any interpretation, determination or other action made or taken by the Board or the Committee, or the Company as its delegate, regarding the Plan or this Agreement shall be final, binding and conclusive.

5.9 Incorporation of the Plan. The Plan, as it exists on the date of this Agreement and as amended from time to time, is hereby incorporated by reference and made a part hereof, and the Award and this Agreement shall be subject to all terms and conditions of the Plan and any subsequent amendments to the Plan. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the terms of the Plan shall control. The Holder hereby acknowledges receipt of a copy of the Plan.

5.10 Value of Units and Common Stock. The Company makes no representation as to the value of the Units. The Company is not responsible for any fluctuations in the value of the Stock.

5.11 Investment Representation. The Holder hereby represents and covenants that (a) any Stock acquired upon the vesting of the Units will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such acquisition has been registered under the Securities Act and any applicable state securities law; (b) any subsequent sale of any such Stock shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, the Holder shall submit a written statement, in form satisfactory to the Company, to the effect that such representation (i) is true and correct as of the date of acquisition of any shares hereunder or (ii) is true and correct as of the date of any sale of any such Stock, as applicable. As a further condition precedent to the delivery to the Holder of any Stock subject to the Units, the Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance of the Stock and, in connection therewith, shall execute any documents which the Board or any committee authorized by the Board shall in its sole discretion deem necessary or advisable.

5.12 Notices and Electronic Delivery. The Company may, in its sole discretion, deliver any documents (other than certificates), notices or other communications related to the Units and the Holder's participation in the Plan by electronic means. The Holder hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Any documents, notices or other communications which are not delivered electronically pursuant to this section shall be in writing, and shall be deemed to have been duly given when received, if delivered personally, or when mailed, if sent by first class mail, postage paid, addressed as follows:

(a) if to the Company or the Committee, to the attention of the Vice President, Total Rewards, Owens Corning World Headquarters, One Owens Corning Parkway, Toledo, Ohio 43659, or to the attention of such other person or at such other address as the Company, by notice to the Holder, may designate in writing from time to time, and

(b) if to the Holder, at their address as shown on the records of the Company, or at such other address as the Holder, by notice to the Company, may designate in writing from time to time.

5.13 Deferral of Units.

(a) Deferral Election. If the Holder made an election, in accordance with the terms and conditions prescribed by the Company and Section 409A of the Code and pursuant to an election form provided to the Holder by the Company, to defer the receipt of the Units that would have otherwise vested pursuant to Section 1(a), such Units shall be payable at the time and form elected by the Holder pursuant to such election.

(b) Dividend Equivalents. Until the distribution of Units deferred pursuant to this Section 5.13 (the “Deferral Period”), the Units shall continue to be credited with dividend equivalents, as described in Section 3 hereof.

5.14 Miscellaneous.

(a) Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of the Holder, acquire any right hereunder in accordance with the Plan.

(b) Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

(c) Entire Understanding. The Plan and this Agreement constitute the entire agreement and understanding between the parties with respect to the matter described herein and supersede all prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to such subject matter; provided, however, that the covenants contained in Section 5.2 shall complement and shall be in addition to, and shall not supersede similar covenants made by the Holder to the Company or any Subsidiary, including covenants made in the Agreement-Protection of Owens Corning Proprietary Interests or the Intellectual Property Agreement if the Holder has executed such an agreement.

(d) Modification. No modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced, and specifically references this Restricted Stock Unit Award Agreement by name.

(e) Waiver. The failure of any party hereto at any time to require performance by another party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

(f) Fees and Expenses; Legal Compliance. The Company shall pay all fees and expenses necessarily incurred by the Company in connection with this Agreement and will from time to time use its reasonable efforts to comply with all laws and regulations which, in the opinion of counsel to the Company, are applicable thereto.

(g) Governing Law. This Agreement shall be governed and construed and the legal relationships of the parties determined in accordance with the laws of the State of Delaware without reference to principles of conflict of laws.

(h) Data Privacy. By signing this Agreement, including by way of electronic acceptance of this Agreement by means acceptable to the Company, the Holder explicitly and unambiguously consents to the collection, processing, and transfer (electronically or otherwise) of the Holder's personal data as described in this Agreement by and among, as applicable, the Company, Subsidiaries, the Holder's employer (the "Employer"), and any third parties as necessary, for the exclusive purpose of implementing, administering and managing the Holder's participation in the Plan. Moreover, the Holder explicitly acknowledges and agrees that the Company and the Employer may hold certain personal information about the Holder (including, but not limited to, the Holder's name, home address, telephone number, email address, date of birth, employment status, tax identification number, passport or other identification number, salary, nationality, job title, any Stock awarded, cancelled, purchased, exercised, vested, unvested or outstanding in the Holder's favor, and data for tax withholding purposes) for the purposes of implementing, administering and managing the Plan ("Data"). The Holder understands that Data will be transferred to third parties assisting the Company with the implementation, administration and management of the Plan. The Holder expressly authorizes such transfer to and processing by third parties. Furthermore, the Holder understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Holder's country. The Holder explicitly consents to the transfer of the Holder's personal data to countries other than the Holder's country of employment. The Company will take reasonable measures to keep the Holder's personal data private, confidential, and accurate. The Holder understands that Data will be held only as long as is necessary to implement, administer and manage the Holder's participation in the Plan. The Holder further understands that the Holder may request a list with the names and addresses of any potential recipients of the Data by contacting the Holder's local human resources contact, may obtain details with respect to the collection, storage, processing and transfer of Data in relation to the Plan participation, may also request access to and updates of such Data, if needed, by contacting the Holder's local Human Resources contact, and may refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Holder's local human resources contact. The Holder understands, however, that refusing or withdrawing the Holder's consent may affect the Holder's ability to participate in the Plan.

(i) Clawback Policy. The Holder hereby acknowledges and agrees that this Award and this Agreement (and any settlement of this Award) are subject to the terms and conditions of the Company's clawback policies as may be in effect from time to time (the "Compensation Recovery Policy"), and that relevant sections of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by receiving this Award, the Holder (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that the Holder is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy. Such cooperation and assistance shall include (but is not limited to) executing, completing and submitting any documentation necessary, or consenting to Company action, to facilitate the recovery or recoupment by the Company from the Holder of any such compensation or other

amounts, including from the Holder's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(j) Whistleblowers. For the avoidance of doubt, notwithstanding anything to the contrary in the Plan, this Agreement or in any other agreement, contract or arrangement with the Company or any Subsidiary or affiliate, or in any policy, procedure or practice of the Company or any Subsidiary or affiliate (collectively, the "Arrangements"), nothing in the Arrangements or otherwise limits the Holder's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002, or any comparable government agency pursuant to any comparable legislation in non-U.S. jurisdictions).

(k) Company to Reserve Stock. The Company shall at all times prior to the expiration or termination of the Units reserve and keep available, either in its treasury or out of its authorized but unissued Stock, the full number of shares of Stock subject to the Units from time to time.

(l) Compliance with Section 409A of the Code.

(i) To the extent applicable, it is intended that this Agreement and the Plan comply with, or are exempt from, the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to the Holder. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Holder).

(ii) To the extent the Holder has a right to receive payment pursuant to this Agreement, the payment is deferred compensation subject to Section 409A, and the event triggering the right to payment does not constitute a permitted distribution event under Section 409A(a)(2) of the Code, then notwithstanding anything to the contrary in this Agreement, issuance of cash or Stock in payment of the vested Units will be made to the Holder, to the extent necessary to comply with Section 409A of the Code, on the earliest of: (A) the last day of the Restriction Period; (B) the Holder's "separation from service" with the Company (determined in accordance with Section 409A of the Code), provided, that if the Holder is a "specified employee" (within the meaning of Section 409A of the Code), the Holder's date of payment of the Award pursuant to this clause (ii) shall be the date that is the first business day following six months after the date of the Holder's separation of service with the Company; (C) the Holder's death; (D) the Holder's permanent disability (within the meaning of Section 409A(a)(2)(C) of the Code); or (E) a change in control event (within the meaning of Section 409A of the Code).

(iii) Reference to Section 409A of the Code will also include any regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

(m) Severability. If any covenant or other term in this Agreement (including without limitation any covenant in Section 5.2 hereof) is determined by a court of competent jurisdiction to be wholly or partially unenforceable, the Holder agrees that: (i) this Agreement or any portion hereof may be reformed so that such covenant or other term is enforceable to the maximum extent permitted by law; (ii) such determination shall not be a bar to or in any way diminish the Company's right to enforce any such covenant or other term in any other jurisdiction; and (iii) the unaffected provisions of this Agreement shall be unimpaired and shall remain in full force and effect. Without limiting the generality of the foregoing, if any covenant in this Agreement shall be determined by a court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extend in all other respect as to which it may be enforceable, all as determined by such court.

5.15 Provisions Relating to Participants in Specific U.S. States. Notwithstanding any provisions in this Agreement, the Award shall also be subject to the special terms and conditions set forth in the U.S. State-Specific Addendum attached as Appendix A to this Agreement if the Holder is employed and/or resides in specific states or if the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law. The U.S. State-Specific Addendum attached hereto as Appendix A constitutes part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Sign Name

Print Name

Date

**APPENDIX A
TO
RESTRICTED STOCK UNIT AGREEMENT**

U.S. STATE-SPECIFIC ADDENDUM

Additional Terms and Conditions for Awards under the Owens Corning 2023 Stock Plan

Terms and Conditions

This Addendum includes additional terms and conditions that govern the Award granted to you under the Owens Corning 2023 Plan (referred to as the “Plan”) if you are employed and/or reside in the applicable states or if the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law. Certain capitalized terms used but not defined in this Addendum have the meanings set forth in the Plan and/or your award agreement (the “Agreement”) that relates to your Award. By accepting your Award, you agree to be bound by the terms and conditions contained in the paragraphs below in addition to the terms of the Plan, the Agreement, and the terms of any other document that may apply to you and your Award.

California

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

Data Privacy. The following sentence is added to the end of Section 5.14(h) of the Agreement to read as follows:

“If the Holder is a California resident, the Holder should refer to the Company’s California Consumer Privacy Act Notice for more information about the personal information the Company collects about the Holder and the purposes for which the Company will use such data.”

Minnesota

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

North Dakota

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

Oklahoma

Restrictive Covenants. Section 5.2 of the Agreement shall not apply.

CERTIFICATION

I, Brian D. Chambers, certify that:

1. I have reviewed this annual report on Form 10-K of Owens Corning;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2026

/s/ Brian D. Chambers

Brian D. Chambers

Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION

I, Todd W. Fister, certify that:

1. I have reviewed this annual report on Form 10-K of Owens Corning;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2026

/s/ Todd W. Fister

Todd W. Fister,
Chief Financial and Operating Officer
(Principal Financial Officer)

SECTION 1350 CERTIFICATION

In connection with the Annual Report on Form 10-K of Owens Corning (the "Company") for the fiscal year ended March 31, 2026 (the "Report"), I, Brian D. Chambers, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Brian D. Chambers
Brian D. Chambers
Chief Executive Officer
(Principal Executive Officer)

May 6, 2026

SECTION 1350 CERTIFICATION

In connection with the Annual Report on Form 10-K of Owens Corning (the "Company") for the fiscal year ended March 31, 2026 (the "Report"), I, Todd W. Fister, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Todd W. Fister

Todd W. Fister,
Chief Financial and Operating Officer
(Principal Financial Officer)

May 6, 2026