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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 September 30, 2022

Commission File Number: 1-1927

THE GOODYEAR TIRE & RUBBER COMPANY

(Exact Name of Registrant as Specified in Its Charter)

Ohio	**34-0253240**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
200 Innovation Way, Akron, Ohio	**44316-0001**
(Address of Principal Executive Offices)	(Zip Code)

(330) 796-2121
(Registrant's Telephone Number, Including Area Code)

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, Without Par Value	GT	The Nasdaq Stock Market LLC

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 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	☑	Accelerated filer	☐	Non-accelerated filer	☐	Smaller reporting company	☐	Emerging growth company	☐

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 ☑

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Number of Shares of Common Stock, Without Par Value, Outstanding at October 28, 2022:	282,861,018

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

(In millions, except per share amounts)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Net Sales (Note 3)	$ 5,311	$ 4,934	$ 15,431	$ 12,424
Cost of Goods Sold	4,305	3,894	12,443	9,723
Selling, Administrative and General Expense	696	727	2,101	1,949
Rationalizations (Note 4)	45	13	82	81
Interest Expense	117	104	331	280
Other (Income) Expense (Note 5)	42	9	(18)	73
Income before Income Taxes	106	187	492	318
United States and Foreign Tax Expense (Note 6)	58	53	178	95
Net Income	48	134	314	223
Less: Minority Shareholders' Net Income	4	2	8	12
Goodyear Net Income	**$ 44**	**$ 132**	**$ 306**	**$ 211**
Goodyear Net Income — Per Share of Common Stock				
Basic	**$ 0.16**	**$ 0.47**	**$ 1.08**	**$ 0.83**
Weighted Average Shares Outstanding (Note 7)	284	283	284	254
Diluted	**$ 0.16**	**$ 0.46**	**$ 1.07**	**$ 0.82**
Weighted Average Shares Outstanding (Note 7)	286	286	286	257

The accompanying notes are an integral part of these consolidated financial statements.

THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

(In millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Net Income	$ 48	$ 134	$ 314	$ 223
Other Comprehensive Income (Loss):				
Foreign currency translation, net of tax of ($9) and ($15) in 2022 ($2 and $1 in 2021)	(172)	(75)	(356)	(81)
Unrealized gains (losses) from securities, net of tax of $0 and $0 in 2022 ($0 and $0 in 2021)	—	(7)	—	1
Defined benefit plans:				
Amortization of prior service cost and unrecognized gains and losses included in total benefit cost, net of tax of $8 and $23 in 2022 ($8 and $25 in 2021)	24	26	72	79
Change in net actuarial losses, net of tax of ($1) and $2 in 2022 ($2 and $7 in 2021)	(4)	6	10	22
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments, settlements and divestitures, net of tax of $2 and $7 in 2022 ($3 and $7 in 2021)	8	8	21	23
Deferred derivative gains, net of tax of $0 and $0 in 2022 ($0 and $0 in 2021)	2	2	3	2
Reclassification adjustment for amounts recognized in income, net of tax of $0 and $0 in 2022 ($0 and $0 in 2021)	—	—	(1)	(2)
Other Comprehensive Income (Loss)	**(142)**	**(40)**	**(251)**	**44**
Comprehensive Income (Loss)	**(94)**	**94**	**63**	**267**
Less: Comprehensive Income (Loss) Attributable to Minority Shareholders	(3)	1	(14)	3
Goodyear Comprehensive Income (Loss)	**$ (91)**	**$ 93**	**$ 77**	**$ 264**

The accompanying notes are an integral part of these consolidated financial statements.

THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Unaudited)

(In millions, except share data)	September 30, 2022	December 31, 2021
Assets:		
Current Assets:		
Cash and Cash Equivalents	$ 1,243	$ 1,088
Accounts Receivable, less Allowance — $102 ($123 in 2021)	3,560	2,387
Inventories:		
Raw Materials	1,288	958
Work in Process	201	191
Finished Products	3,372	2,445
	4,861	3,594
Prepaid Expenses and Other Current Assets	287	262
Total Current Assets	**9,951**	**7,331**
Goodwill	995	1,004
Intangible Assets	1,013	1,039
Deferred Income Taxes (Note 6)	1,487	1,596
Other Assets	1,066	1,106
Operating Lease Right-of-Use Assets	976	981
Property, Plant and Equipment, less Accumulated Depreciation — $10,950 ($11,130 in 2021)	7,890	8,345
Total Assets	**$ 23,378**	**$ 21,402**
Liabilities:		
Current Liabilities:		
Accounts Payable — Trade	$ 4,891	$ 4,148
Compensation and Benefits (Notes 11 and 12)	670	689
Other Current Liabilities	896	822
Notes Payable and Overdrafts (Note 9)	541	406
Operating Lease Liabilities due Within One Year	195	204
Long Term Debt and Finance Leases due Within One Year (Note 9)	266	343
Total Current Liabilities	**7,459**	**6,612**
Operating Lease Liabilities	823	819
Long Term Debt and Finance Leases (Note 9)	7,839	6,648
Compensation and Benefits (Notes 11 and 12)	1,250	1,445
Deferred Income Taxes (Note 6)	132	135
Other Long Term Liabilities	625	559
Total Liabilities	**18,128**	**16,218**
Commitments and Contingent Liabilities (Note 13)		
Shareholders' Equity:		
Goodyear Shareholders' Equity:		
Common Stock, no par value:		
Authorized, 450 million shares, Outstanding shares — 283 million in 2022 (282 million in 2021)	283	282
Capital Surplus	3,117	3,107
Retained Earnings	5,879	5,573
Accumulated Other Comprehensive Loss (Note 15)	(4,192)	(3,963)
Goodyear Shareholders' Equity	**5,087**	**4,999**
Minority Shareholders' Equity — Nonredeemable	163	185
Total Shareholders' Equity	**5,250**	**5,184**
Total Liabilities and Shareholders' Equity	**$ 23,378**	**$ 21,402**

The accompanying notes are an integral part of these consolidated financial statements.

THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Unaudited)

(Dollars in millions, except per share amounts)	Common Stock Shares	Common Stock Amount	Capital Surplus	Retained Earnings	Accumulated Other Comprehensive Loss	Goodyear Shareholders' Equity	Minority Shareholders' Equity — Non-Redeemable	Total Shareholders' Equity
Balance at December 31, 2021								
(after deducting 42,494,684 common treasury shares)	**281,793,223**	**$ 282**	**$ 3,107**	**$ 5,573**	**$ (3,963)**	**$ 4,999**	**$ 185**	**$ 5,184**
Net income				262		262	4	266
Other comprehensive income (loss)					(94)	(94)	(15)	(109)
Total comprehensive income (loss)						**168**	**(11)**	**157**
Stock-based compensation plans			12			12		12
Dividends declared							(1)	(1)
Common stock issued from treasury	678,010		(5)			(5)		(5)
Balance at June 30, 2022								
(after deducting 41,816,674 common treasury shares)	**282,471,233**	**$ 282**	**$ 3,114**	**$ 5,835**	**$ (4,057)**	**$ 5,174**	**$ 173**	**$ 5,347**
Net income				44		44	4	48
Other comprehensive income (loss)					(135)	(135)	(7)	(142)
Total comprehensive income (loss)						**(91)**	**(3)**	**(94)**
Stock-based compensation plans			4			4		4
Dividends declared							(7)	(7)
Common stock issued from treasury	386,982	1	(1)					
Balance at September 30, 2022								
(after deducting 41,429,692 common treasury shares)	**282,858,215**	**$ 283**	**$ 3,117**	**$ 5,879**	**$ (4,192)**	**$ 5,087**	**$ 163**	**$ 5,250**

There were no dividends declared or paid during the three or nine months ended September 30, 2022.

The accompanying notes are an integral part of these consolidated financial statements.

THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Unaudited)

(Dollars in millions, except per share amounts)	Common Stock Shares	Common Stock Amount	Capital Surplus	Retained Earnings	Accumulated Other Comprehensive Loss	Goodyear Shareholders' Equity	Minority Shareholders' Equity — Non-Redeemable	Total Shareholders' Equity
Balance at December 31, 2020								
(after deducting 45,243,329 common treasury shares)	**233,220,098**	**$ 233**	**$ 2,171**	**$ 4,809**	**$ (4,135)**	**$ 3,078**	**$ 181**	**$ 3,259**
Net income				79		79	10	89
Other comprehensive income (loss)					92	92	(8)	84
Total comprehensive income (loss)						**171**	**2**	**173**
Common stock issued	45,824,480	46	892			938		938
Stock-based compensation plans			10			10		10
Dividends declared							(5)	(5)
Common stock issued from treasury	2,147,694	2	13			15		15
Acquisition of Cooper Tire's minority interests							21	21
Balance at June 30, 2021								
(after deducting 43,095,635 common treasury shares)	**281,192,272**	**$ 281**	**$ 3,086**	**$ 4,888**	**$ (4,043)**	**$ 4,212**	**$ 199**	**$ 4,411**
Net income				132		132	2	134
Other comprehensive income (loss)					(39)	(39)	(1)	(40)
Total comprehensive income (loss)						**93**	**1**	**94**
Stock-based compensation plans			9			9		9
Dividends declared							(8)	(8)
Common stock issued from treasury	55,229							
Balance at September 30, 2021								
(after deducting 43,040,406 common treasury shares)	**281,247,501**	**$ 281**	**$ 3,095**	**$ 5,020**	**$ (4,082)**	**$ 4,314**	**$ 192**	**$ 4,506**

There were no dividends declared or paid during the three or nine months ended September 30, 2021.

The accompanying notes are an integral part of these consolidated financial statements.

THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(In millions)	Nine Months Ended September 30, 2022	2021
Cash Flows from Operating Activities:		
Net Income	**$ 314**	**$ 223**
Adjustments to Reconcile Net Income to Cash Flows from Operating Activities:		
Depreciation and Amortization	718	645
Amortization and Write-Off of Debt Issuance Costs	11	10
Amortization of Inventory Fair Value Adjustment Related to the Cooper Tire Acquisition (Note 2)	—	110
Transaction and Other Costs Related to the Cooper Tire Acquisition (Note 2)	—	55
Cash Payments for Transaction and Other Costs Related to the Cooper Tire Acquisition	(2)	(41)
Provision for Deferred Income Taxes (Note 6)	42	(69)
Net Pension Curtailments and Settlements	28	30
Net Rationalization Charges (Note 4)	82	81
Rationalization Payments	(72)	(162)
Net (Gains) Losses on Asset Sales (Note 5)	(98)	(10)
Operating Lease Expense	225	223
Operating Lease Payments	(208)	(207)
Pension Contributions and Direct Payments	(45)	(71)
Changes in Operating Assets and Liabilities, Net of Asset Acquisitions and Dispositions:		
Accounts Receivable	(1,380)	(963)
Inventories	(1,453)	(797)
Accounts Payable — Trade	1,053	696
Compensation and Benefits	12	134
Other Current Liabilities	102	22
Other Assets and Liabilities	44	89
Total Cash Flows from Operating Activities	**(627)**	**(2)**
Cash Flows from Investing Activities:		
Acquisition of Cooper Tire, net of cash and restricted cash acquired	—	(1,856)
Capital Expenditures	(765)	(666)
Cash Proceeds from Sale and Leaseback Transaction (Note 5)	108	—
Asset Dispositions	24	9
Short Term Securities Acquired	(72)	(83)
Short Term Securities Redeemed	98	91
Notes Receivable	(15)	6
Other Transactions	(26)	8
Total Cash Flows from Investing Activities	**(648)**	**(2,491)**
Cash Flows from Financing Activities:		
Short Term Debt and Overdrafts Incurred	1,183	849
Short Term Debt and Overdrafts Paid	(991)	(725)
Long Term Debt Incurred	8,102	7,526
Long Term Debt Paid	(6,794)	(5,393)
Common Stock Issued	(5)	9
Transactions with Minority Interests in Subsidiaries	(9)	(13)
Debt Related Costs and Other Transactions	14	(98)
Total Cash Flows from Financing Activities	**1,500**	**2,155**
Effect of Exchange Rate Changes on Cash, Cash Equivalents and Restricted Cash	(67)	(28)
Net Change in Cash, Cash Equivalents and Restricted Cash	**158**	**(366)**
Cash, Cash Equivalents and Restricted Cash at Beginning of the Period	1,164	1,624
Cash, Cash Equivalents and Restricted Cash at End of the Period	**$ 1,322**	**$ 1,258**

The accompanying notes are an integral part of these consolidated financial statements.

THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1. ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited consolidated financial statements have been prepared by The Goodyear Tire & Rubber Company (the "Company," "Goodyear," "we," "us" or "our") in accordance with Securities and Exchange Commission ("SEC") rules and regulations and generally accepted accounting principles in the United States of America ("U.S. GAAP") and in the opinion of management contain all adjustments (including normal recurring adjustments) necessary to fairly state the financial position, results of operations and cash flows for the periods presented. The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. These interim consolidated financial statements should be read in conjunction with the consolidated financial statements and related notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2021 (the "2021 Form 10-K").

Operating results for the three and nine months ended September 30, 2022 are not necessarily indicative of the results expected in subsequent quarters or for the year ending December 31, 2022.

Recently Issued Accounting Standards

In September 2022, the Financial Accounting Standards Board ("FASB") issued an accounting standards update on the disclosure of supplier finance programs. Entities are required to disclose the key terms of each program, including a description of the payment terms and assets pledged as security or other forms of guarantees, if any, provided for the committed payment to the finance provider or intermediary. In addition, on a quarterly basis, entities are required to disclose the related obligations outstanding at each interim reporting period and where those obligations are presented on the balance sheet and, on an annual basis, entities are also required to disclose a rollforward of the amount of the obligations outstanding at the end of the reporting period. The standards update is effective retrospectively for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, except for the rollforward information, which is effective prospectively for fiscal years beginning after December 15, 2023, with early adoption permitted. We are currently assessing the impact of this standards update on our disclosures in the notes to the consolidated financial statements.

In November 2021, the FASB issued an accounting standards update on the disclosure of certain types of government assistance. Specifically, on an annual basis, entities will be required to make certain disclosures for transactions with a government that are accounted for by analogizing to a grant model. The standards update is effective either prospectively or retrospectively for annual periods beginning after December 15, 2021, with early adoption permitted. The additional required annual disclosures are not expected to have a material impact on our disclosures in the notes to the consolidated financial statements.

Principles of Consolidation

The consolidated financial statements include the accounts of all legal entities in which we hold a controlling financial interest. A controlling financial interest generally arises from our ownership of a majority of the voting shares of our subsidiaries. We would also hold a controlling financial interest in variable interest entities if we are considered to be the primary beneficiary. Investments in companies in which we do not own a majority interest and we have the ability to exercise significant influence over operating and financial policies are accounted for using the equity method. Investments in other companies are primarily carried at cost. All intercompany balances and transactions have been eliminated in consolidation.

Restricted Cash

The following table provides a reconciliation of Cash, Cash Equivalents and Restricted Cash as reported within the Consolidated Statements of Cash Flows:

	September 30,	
(In millions)	**2022**	**2021**
Cash and Cash Equivalents	$ 1,243	$ 1,187
Restricted Cash[(1)]	79	71
Total Cash, Cash Equivalents and Restricted Cash	**$ 1,322**	**$ 1,258**

(1) Includes remaining Cooper Tire & Rubber Company ("Cooper Tire") restricted cash acquired of $17 million and $26 million at September 30, 2022 and September 30, 2021, respectively.

Restricted Cash primarily represents amounts required to be set aside in relation to (i) accounts receivable factoring programs and (ii) change-in-control provisions of certain Cooper Tire compensation plans. The restrictions lapse when cash from factored accounts receivable is remitted to the purchaser of those receivables or as the compensation payments are made, respectively. At

September 30, 2022, $68 million and $11 million were recorded in Prepaid Expenses and Other Current Assets and Other Assets in the Consolidated Balance Sheets, respectively. At September 30, 2021, $56 million and $15 million were recorded in Prepaid Expenses and Other Current Assets and Other Assets in the Consolidated Balance Sheets, respectively.

Reclassifications and Adjustments

Certain items previously reported in specific financial statement captions have been reclassified to conform to the current presentation. In the second quarter of 2021, we recorded an out of period adjustment of $8 million of income related to accrued freight charges in Americas. Additionally, in the first quarter of 2021, we recorded out of period adjustments totaling $20 million of expense, primarily related to the valuation of inventory in Americas. The adjustments related to the years, and interim periods therein, of 2016 to 2020. The adjustments did not have a material effect on any of the periods impacted.

NOTE 2. COOPER TIRE ACQUISITION

On June 7, 2021 (the "Closing Date"), we completed our acquisition of Cooper Tire for cash and stock consideration totaling approximately $3.1 billion (the "Merger Consideration").

Under the acquisition method of accounting, the Merger Consideration is allocated, as of the Closing Date, to the identifiable assets acquired and liabilities assumed of Cooper Tire, which are recognized and measured at fair value based on management's estimates, available information and supportable assumptions that management considers reasonable.

During the second quarter of 2022, we finalized our valuation of the identified assets acquired and liabilities assumed. No significant measurement period changes were recorded during the six months ended June 30, 2022. Principal changes since our initial measurement in the second quarter of 2021 included (i) decreasing the value attributed to customer relationships primarily to reflect updated assumptions related to customer attrition rates, (ii) updating the value attributed to trade names to reflect our long-term view of how each acquired brand fits into the overall product portfolio of the combined company and the appropriate royalty rate to value each acquired brand based on expected profitability, (iii) decreasing the value attributed to Property, Plant and Equipment primarily to reflect updated assumptions related to the estimated economic value of certain underlying assets, (iv) decreasing the value attributed to pension and other postretirement benefit liabilities primarily to reflect updated plan population data, (v) increasing the value attributed to a liability for environmental matters primarily to reflect updated estimated lifecycle remediation cost data and recording other liabilities identified during the measurement period, and (vi) a reclassification between Accounts Receivable and Accounts Payable to conform to Goodyear's classification of customer rebate and discount program liabilities. These adjustments were recorded net of adjustments to Deferred Tax Liabilities with the corresponding offset recorded to Goodwill, as applicable.

The following table sets forth cumulative measurement period changes from the Closing Date to the second quarter of 2022 when our purchase accounting was finalized, as well as the final and initial allocation of the Merger Consideration to the estimated fair value of the identifiable tangible and intangible assets acquired and liabilities assumed of Cooper Tire, with the excess recorded to Goodwill as of the Closing Date:

(In millions)	Final Purchase Price Allocation	Cumulative Measurement Period Changes	Initial Purchase Price Allocation
Cash and Cash Equivalents	$ 231	$ —	$ 231
Accounts Receivable	538	(83)	621
Inventories	708	15	693
Property, Plant and Equipment	1,346	(26)	1,372
Goodwill	633	158	475
Intangible Assets	926	(160)	1,086
Other Assets	360	(2)	362
	4,742	(98)	4,840
Accounts Payable — Trade	384	(80)	464
Compensation and Benefits	356	(30)	386
Debt, Finance Leases and Notes Payable and Overdrafts	151	—	151
Deferred Tax Liabilities, net	292	(55)	347
Other Liabilities	441	67	374
Minority Equity	21	—	21
	1,645	(98)	1,743
Merger Consideration	**$ 3,097**	**$ —**	**$ 3,097**

The estimated value of Inventory includes adjustments totaling $245 million, comprised of $135 million primarily to adjust inventory valued on a last-in, first-out ("LIFO") basis to a current cost basis and $110 million to step-up inventory to estimated fair value. The fair value step-up was fully amortized to Cost of Goods Sold ("CGS") in the first nine months of 2021, including $72 million during the third quarter of 2021, as the related inventory was sold. We eliminated the LIFO reserve on Cooper Tire's U.S. inventories as we predominately determine the value of our inventory using the first-in, first-out ("FIFO") method. To estimate the fair value of inventory, we considered the components of Cooper Tire's inventory, as well as estimates of selling prices and selling and distribution costs that were based on Cooper Tire's historical experience.

The estimated value of Property, Plant and Equipment includes adjustments totaling $138 million to increase the net book value of $1,208 million to the final fair value estimate of $1,346 million. This estimate is based on a combination of cost and market approaches, including appraisals, and expectations as to the duration of time we expect to realize benefits from those assets.

The estimated fair values of identifiable intangible assets acquired were prepared using an income valuation approach, which requires a forecast of expected future cash flows either through the use of the relief-from-royalty method or the multi-period excess earnings method. The estimated useful lives are based on our historical experience and expectations as to the duration of time we expect to realize benefits from those assets.

The estimated fair values of the identifiable intangible assets acquired, their weighted average estimated useful lives and the related valuation methodology are as follows:

(In millions, except years)	Final Fair Value	Cumulative Measurement Period Changes	Initial Fair Value	Weighted Average Useful Lives	Valuation Methodology
Trade names (indefinite-lived)	$ 560	$ 250	$ 310	N/A	Relief-from-royalty
Trade names (definite-lived)	10	(30)	40	14 years	Relief-from-royalty
Customer relationships	350	(380)	730	12 years	Multi-period excess earnings
Non-compete and other	6	—	6	2 years	Discounted cash flow
	$ 926	$ (160)	$ 1,086		

All of the Goodwill was allocated to our Americas segment. The goodwill consists of expected future economic benefits that will arise from expected future product sales, operating efficiencies and other synergies that may result from the acquisition, including income tax synergies, and is not deductible for tax purposes.

Since the Closing Date, Cooper Tire's operating results have been included in our Consolidated Statements of Operations. Beginning in the third quarter of 2022, our comparative results for the three months ended September 30, 2022 and 2021 both included the results of Cooper Tire for the entire period. During the nine months ended September 30, 2022, our results included the results of Cooper Tire for the entire period, while the comparable period in 2021 only included the results of Cooper Tire subsequent to the Closing Date. Net sales and CGS related to Cooper Tire's operations that have been included in our Consolidated Statements of Operations for the six months ended June 30, 2022, which are not comparable to 2021, are $1,788 million and $1,429 million, respectively. As a result of our ongoing integration efforts, particularly as it relates to administrative functions and financing activities, it is not practical to disclose Income before Income Taxes or Net Income separately for Cooper Tire.

During the nine months ended September 30, 2021, we incurred transaction and other costs in connection with the acquisition of Cooper Tire totaling $55 million, including $10 million for a commitment fee related to a bridge term loan facility that was not utilized to finance the transaction and $6 million related to the post-combination settlement of certain Cooper Tire incentive compensation awards during the second quarter of 2021. For the nine months ended September 30, 2021, $49 million of these costs are included in Other (Income) Expense, with the remainder included in CGS and Selling, Administrative and General Expense ("SAG") in our Consolidated Statements of Operations. There were no transaction-related costs incurred during the three and nine months ended September 30, 2022.

Pro forma financial information

The following table summarizes, on a pro forma basis, the combined results of operations of Goodyear and Cooper Tire for the nine months ended September 30, 2021, as though the acquisition and the related financing had occurred as of January 1, 2020. The pro forma results are not necessarily indicative of either the actual consolidated results had the acquisition of Cooper Tire occurred on January 1, 2020, nor are they indicative of future consolidated operating results.

(In millions)	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2021
Net Sales	$ 4,934	$ 13,678
Income before Income Taxes	251	595
Goodyear Net Income	179	420

These pro forma amounts have been calculated after applying Goodyear's accounting policies and making certain adjustments, which primarily include: (i) depreciation adjustments relating to fair value step-ups to property, plant and equipment; (ii) amortization adjustments relating to fair value estimates of acquired intangible assets; (iii) incremental interest expense associated with the $1.45 billion senior note issuance and additional borrowings under our first lien revolving credit facility used, in part, to fund the acquisition, related debt issuance costs, and fair value adjustments related to Cooper Tire's debt; (iv) CGS adjustments relating to the change from LIFO to FIFO; (v) fair value adjustments for certain Cooper Tire stock-based compensation; and (vi) transaction-related costs of both Goodyear and Cooper Tire.

NOTE 3. NET SALES

The following tables show disaggregated net sales from contracts with customers by major source:

	Three Months Ended September 30, 2022			
(In millions)	Americas	Europe, Middle East and Africa	Asia Pacific	Total
Tire unit sales	$ 2,733	$ 1,171	$ 609	$ 4,513
Other tire and related sales	199	155	26	380
Retail services and service related sales	177	32	13	222
Chemical sales	187	—	—	187
Other	8	—	1	9
Net Sales by reportable segment	**$ 3,304**	**$ 1,358**	**$ 649**	**$ 5,311**

	Three Months Ended September 30, 2021			
(In millions)	Americas	Europe, Middle East and Africa	Asia Pacific	Total
Tire unit sales	$ 2,474	$ 1,244	$ 530	$ 4,248
Other tire and related sales	174	122	25	321
Retail services and service related sales	153	30	15	198
Chemical sales	161	—	—	161
Other	5	1	—	6
Net Sales by reportable segment	**$ 2,967**	**$ 1,397**	**$ 570**	**$ 4,934**

	Nine Months Ended September 30, 2022			
(In millions)	Americas	Europe, Middle East and Africa	Asia Pacific	Total
Tire unit sales	$ 7,792	$ 3,747	$ 1,678	$ 13,217
Other tire and related sales	564	436	67	1,067
Retail services and service related sales	483	98	36	617
Chemical sales	506	—	—	506
Other	21	—	3	24
Net Sales by reportable segment	**$ 9,366**	**$ 4,281**	**$ 1,784**	**$ 15,431**

	Nine Months Ended September 30, 2021			
(In millions)	Americas	Europe, Middle East and Africa	Asia Pacific	Total
Tire unit sales	$ 5,645	$ 3,451	$ 1,439	$ 10,535
Other tire and related sales	484	315	69	868
Retail services and service related sales	444	87	46	577
Chemical sales	423	—	—	423
Other	14	5	2	21
Net Sales by reportable segment	**$ 7,010**	**$ 3,858**	**$ 1,556**	**$ 12,424**

Tire unit sales consist of consumer, commercial, farm and off-the-road tire sales, including the sale of new Company-branded tires through Company-owned retail channels. Other tire and related sales consist of aviation, race and motorcycle tire sales, retread sales and other tire related sales. Sales of tires in this category are not included in reported tire unit information. Retail services and service related sales consist of automotive services performed for customers through our Company-owned retail channels, and includes service related products. Chemical sales relate to the sale of synthetic rubber and other chemicals to third parties, and exclude intercompany sales. Other sales include items such as franchise fees and ancillary tire parts.

When we receive consideration from a customer prior to transferring goods or services under the terms of a sales contract, we record deferred revenue, which represents a contract liability. Deferred revenue included in Other Current Liabilities in the Consolidated Balance Sheets totaled $20 million and $23 million at September 30, 2022 and December 31, 2021, respectively.

Deferred revenue included in Other Long Term Liabilities in the Consolidated Balance Sheets totaled $16 million and $21 million at September 30, 2022 and December 31, 2021, respectively. We recognize deferred revenue after we have transferred control of the goods or services to the customer and all revenue recognition criteria are met.

The following table presents the balance of deferred revenue related to contracts with customers, and changes during the nine months ended September 30, 2022:

(In millions)	
Balance at December 31, 2021	**$ 44**
Revenue deferred during period	92
Revenue recognized during period	(99)
Impact of foreign currency translation	(1)
Balance at September 30, 2022	**$ 36**

NOTE 4. COSTS ASSOCIATED WITH RATIONALIZATION PROGRAMS

In order to maintain our global competitiveness, we have implemented rationalization actions over the past several years to reduce high-cost and excess manufacturing capacity and operating and administrative costs, and, more recently, related to the integration of Cooper Tire.

The following table presents a roll-forward of the liability balance between periods:

(In millions)	Associate-Related Costs	Other Costs	Total
Balance at December 31, 2021	**$ 88**	**$ —**	**$ 88**
2022 Charges	69	18	87
Incurred, net of foreign currency translation of $(8) million and $0 million, respectively	(62)	(18)	(80)
Reversed to the Statement of Operations	(5)	—	(5)
Balance at September 30, 2022	**$ 90**	**$ —**	**$ 90**

On October 13, 2022, the Company approved a plan that primarily proposes to close Cooper Tire's Melksham, United Kingdom tire manufacturing facility ("Melksham") to address long-standing competitiveness issues at that plant. Total expected charges related to the proposed plan are between $80 million and $90 million, of which $60 million to $70 million are expected to be cash charges primarily for associate-related and other exit costs, with the remainder representing non-cash charges primarily for accelerated depreciation and other asset-related charges. The proposed plan will result in approximately 340 job reductions. We have $32 million accrued related to this plan at September 30, 2022 and expect that the majority of the remaining charges and cash outflows associated with this plan will occur in 2023. The proposed plan remains subject to consultation with relevant employee representative bodies.

During the third quarter of 2022, we approved a plan related to the exit of our retail operations in South Africa. Total expected charges related to the plan are $18 million, primarily representing cash charges for associate-related and other exit costs. The plan will result in approximately 930 job reductions. We have $10 million accrued related to this plan at September 30, 2022, and expect that the majority of the remaining charges and cash outflows associated with this plan will occur in the fourth quarter of 2022.

During the second quarter of 2022, we approved a plan related to the integration of Cooper Tire aimed at reducing duplicative global SAG headcount and closing redundant Cooper Tire warehouse locations in Americas in line with previously announced planned synergies. We have $17 million accrued related to this plan at September 30, 2022, which is expected to be substantially paid through 2023.

The remainder of the accrual balance at September 30, 2022 is expected to be substantially utilized in the next 12 months and includes $15 million related to plans to reduce SAG headcount, $4 million related to the closed Amiens, France tire manufacturing facility, $3 million related to the permanent closure of our Gadsden, Alabama tire manufacturing facility ("Gadsden"), and various other plans to reduce headcount and improve operating efficiency.

The following table shows net rationalization charges included in Income before Income Taxes:

(In millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Current Year Plans				
Associate Severance and Other Related Costs	$ 39	$ —	$ 61	$ 20
Other Exit Costs	1	—	1	—
Current Year Plans - Net Charges	**$ 40**	**$ —**	**$ 62**	**$ 20**
Prior Year Plans				
Associate Severance and Other Related Costs	$ —	$ 2	$ 4	$ 30
Other Exit Costs	5	11	16	31
Prior Year Plans - Net Charges	**$ 5**	**$ 13**	**$ 20**	**$ 61**
Total Net Charges	**$ 45**	**$ 13**	**$ 82**	**$ 81**
Asset Write-off and Accelerated Depreciation Charges	$ 6	$ 1	$ 6	$ 1

Substantially all of the new charges for the three and nine months ended September 30, 2022 and 2021 relate to future cash outflows. Net current year plan charges for the three and nine months ended September 30, 2022 are related to the proposed Melksham plan, the Cooper Tire integration-related plan, and the plan to exit our retail operations in South Africa. Net current year plan charges for the nine months ended September 30, 2021 primarily related to a plan to reduce SAG headcount in Europe, Middle East and Africa ("EMEA").

Net prior year plan charges for the three and nine months ended September 30, 2022 included $4 million and $14 million, respectively, related to Gadsden, $1 million and $7 million, respectively, related to the modernization of two of our tire manufacturing facilities in Germany, and reversals of $3 million and $5 million, respectively, for actions no longer needed for their originally intended purpose. Net prior year plan charges for the three and nine months ended September 30, 2021 included $11 million and $28 million, respectively, related to Gadsden, $2 million and $24 million, respectively, related to the modernization of two of our tire manufacturing facilities in Germany, and $1 million and $9 million, respectively, related to various other plans to reduce headcount and improve operating efficiency in EMEA.

Ongoing rationalization plans had approximately $830 million in charges incurred prior to 2022 and approximately $120 million is expected to be incurred in future periods.

Approximately 1,760 associates will be released under the plans initiated in 2022, of which approximately 170 were released through September 30, 2022. In the first nine months of 2022, approximately 100 associates were released under plans initiated in prior years. Approximately 1,700 associates remain to be released under all ongoing rationalization plans.

NOTE 5. OTHER (INCOME) EXPENSE

(In millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Non-service related pension and other postretirement benefits cost	$ 23	$ 21	$ 65	$ 70
Interest income on a favorable indirect tax ruling in Brazil	—	—	—	(48)
Financing fees and financial instruments expense	11	7	28	31
Net foreign currency exchange (gains) losses	8	(2)	9	9
General and product liability expense - discontinued products	2	—	5	4
Royalty income	(5)	(8)	(22)	(18)
Net (gains) losses on asset sales	—	(10)	(98)	(10)
Interest income	(11)	(6)	(22)	(17)
Transaction costs	—	—	—	39
Other legal claims	14	—	15	—
Miscellaneous (income) expense	—	7	2	13
	$ 42	**$ 9**	**$ (18)**	**$ 73**

Non-service related pension and other postretirement benefits cost consists primarily of the interest cost, expected return on plan assets and amortization components of net periodic cost, as well as curtailments and settlements which are not related to rationalization plans. For further information, refer to Note to the Consolidated Financial Statements No. 11, Pension, Savings and Other Postretirement Benefit Plans.

We, along with other companies, had previously filed various claims with the Brazilian tax authorities challenging the legality of the government's calculation of certain indirect taxes dating back to 2001. During the second quarter of 2021, the Brazilian

Supreme Court rendered a final ruling that was favorable to companies on the remaining open aspects of these claims. As a result of the ruling, we recorded a gain in CGS of $69 million and related interest income of $48 million in Other (Income) Expense.

Financing fees and financial instruments expense consists of commitment fees and charges incurred in connection with financing transactions. Financing fees and financial instruments expense for the nine months ended September 30, 2021 includes a $10 million charge for a commitment fee on a bridge term loan facility related to the Cooper Tire acquisition that was not utilized and was terminated upon the closing of the transaction.

Net foreign currency exchange (gains) losses include $7 million of expense in the first quarter of 2021 related to the out of period adjustments discussed in Note to the Consolidated Financial Statements No. 1, Accounting Policies.

Net gains on asset sales for the nine months ended September 30, 2022 include a $95 million gain in the second quarter of 2022 related to a sale and leaseback transaction for certain consumer and commercial retail locations in Americas. Cash proceeds, which were received during the second quarter of 2022, related to this transaction totaled $108 million. Leaseback terms for all locations include a 15-year initial term with up to six 5-year renewal options. We determined at the inception of the leases that it was not probable that we would exercise any of the renewal options. The transaction resulted in the recognition of Operating Lease Right-of-Use Assets totaling $57 million. Net gains on asset sales for the three and nine months ended September 30, 2021 primarily relate to the sale of land in Hanau, Germany.

Transaction costs include legal, consulting and other expenses incurred by us in connection with the Cooper Tire acquisition in 2021.

Other (Income) Expense also includes general and product liability expense - discontinued products, which consists of charges for claims against us related primarily to asbestos personal injury claims, net of probable insurance recoveries, royalty income, interest income, and intellectual property-related legal claims.

NOTE 6. INCOME TAXES

For the third quarter of 2022, we recorded income tax expense of $58 million on income before income taxes of $106 million. For the first nine months of 2022, we recorded income tax expense of $178 million on income before income taxes of $492 million. Income tax expense for the three and nine months ended September 30, 2022 includes net discrete tax expense of $2 million and $20 million, respectively. Discrete tax expense for the first nine months of 2022 includes a charge of $14 million to write off deferred tax assets related to tax loss carryforwards in the UK and a charge of $11 million to establish a full valuation allowance on our net deferred tax assets in Russia, partially offset by a net benefit of $5 million for various other items.

For the third quarter of 2021, we recorded income tax expense of $53 million on income before income taxes of $187 million. For the first nine months of 2021, we recorded income tax expense of $95 million on income before income taxes of $318 million. Income tax expense for the nine months ended September 30, 2021 includes a net discrete tax benefit of $30 million, primarily related to adjusting our deferred tax assets in England for an enacted increase in the tax rate, partially offset by net discrete charges for various other items, including the settlement of a tax audit in Poland.

We record taxes based on overall estimated annual effective tax rates. The difference between our effective tax rate and the U.S. statutory rate of 21% for both the three and nine months ended September 30, 2022 primarily relates to losses in foreign jurisdictions in which no tax benefits are recorded and the discrete items noted above. The difference between our effective tax rate and the U.S. statutory tax rate of 21% for the three and nine months ended September 30, 2021 primarily relates to the tax on a favorable indirect tax ruling in Brazil during the second quarter of 2021, losses in foreign jurisdictions in which no tax benefits are recorded, and the discrete items noted above.

We consider both positive and negative evidence when measuring the need for a valuation allowance. The weight given to the evidence is commensurate with the extent to which it may be objectively verified. Current and cumulative financial reporting results are a source of objectively verifiable evidence. We give operating results during the most recent three-year period a significant weight in our analysis. We typically only consider forecasts of future profitability when positive cumulative operating results exist in the most recent three-year period. We perform scheduling exercises to determine if sufficient taxable income of the appropriate character exists in the periods required in order to realize our deferred tax assets with limited lives (such as tax loss carryforwards and tax credits) prior to their expiration. We also consider prudent tax planning strategies (including an assessment of their feasibility) to accelerate taxable income if required to utilize expiring deferred tax assets. A valuation allowance is not required to the extent that, in our judgment, positive evidence exists with a magnitude and duration sufficient to result in a conclusion that it is more likely than not that our deferred tax assets will be realized.

On August 16, 2022, the Inflation Reduction Act (the "Act") was signed into law in the U.S. The Act includes a new 15% corporate alternative minimum tax ("AMT"). This AMT applies to tax years beginning after December 31, 2022 for companies with average annual adjusted financial statement income over the previous three years in excess of $1 billion. For 2023, we do not anticipate this AMT will apply to us due to the significant pandemic-driven losses we incurred in 2020. As allowed, we

elected to not consider the estimated impact of potential future AMT obligations for purposes of assessing valuation allowances on our deferred tax assets.

At both September 30, 2022 and December 31, 2021, we had approximately $1.2 billion of U.S. federal, state and local net deferred tax assets, net of valuation allowances totaling $26 million primarily for state tax loss carryforwards with limited lives. In the U.S., we have a cumulative loss for the three-year period ending September 30, 2022. However, as the three-year cumulative loss in the U.S. is driven by business disruptions created by the COVID-19 pandemic, primarily in 2020, and only includes the favorable impact of the Cooper Tire acquisition since the Closing Date, we also considered other objectively verifiable information in assessing our ability to utilize our net deferred tax assets, including continued favorable overall volume trends in the tire industry and our tire volume compared to 2020 levels. In addition, the Cooper Tire acquisition has generated significant incremental domestic earnings since the Closing Date and provides opportunities for cost and other operating synergies to further improve our U.S. profitability.

At both September 30, 2022 and December 31, 2021, our U.S. net deferred tax assets described above include $339 million of foreign tax credits with limited lives, net of valuation allowances of $2 million. Our earnings and forecasts of future profitability, taking into consideration recent trends, along with three significant sources of foreign income, provide us sufficient positive evidence that we will be able to utilize these net foreign tax credits which expire through 2030. Our sources of foreign income are (1) 100% of our domestic profitability can be re-characterized as foreign source income under current U.S. tax law to the extent domestic losses have offset foreign source income in prior years, (2) annual net foreign source income, exclusive of dividends, primarily from royalties, and (3) tax planning strategies, including capitalizing research and development costs, accelerating income on cross border transactions, including sales of inventory or raw materials to our subsidiaries, reducing U.S. interest expense by, for example, reducing intercompany loans through repatriating current year earnings of foreign subsidiaries, and other financing transactions, all of which would increase our domestic profitability.

We consider our current forecasts of future profitability in assessing our ability to realize our deferred tax assets, including our foreign tax credits. These forecasts include the impact of recent trends, including various macroeconomic factors such as the impact of higher raw material, transportation, labor and energy costs, on our profitability, as well as the impact of tax planning strategies. These macroeconomic factors possess a high degree of volatility and can significantly impact our profitability. As such, there is a risk that future earnings will not be sufficient to fully utilize our U.S. net deferred tax assets, including our foreign tax credits. However, we believe our forecasts of future profitability along with the three significant sources of foreign income described above provide us sufficient positive, objectively verifiable evidence to conclude that it is more likely than not that, at September 30, 2022, our U.S. net deferred tax assets, including our foreign tax credits, net of valuation allowances, will be fully utilized.

At September 30, 2022 and December 31, 2021, we also had approximately $1.1 billion and $1.3 billion of foreign net deferred tax assets, respectively, and related valuation allowances of $900 million and $1.0 billion, respectively. Our losses in various foreign taxing jurisdictions in recent periods represented sufficient negative evidence to require us to maintain a full valuation allowance against certain of these net foreign deferred tax assets. Most notably, in Luxembourg, we maintain a valuation allowance of approximately $755 million on all of our net deferred tax assets. Each reporting period, we assess available positive and negative evidence and estimate if sufficient future taxable income will be generated to utilize these existing deferred tax assets. We do not believe that sufficient positive evidence required to release valuation allowances having a significant impact on our financial position or results of operations will exist within the next twelve months.

For the nine months ended September 30, 2022, changes to our unrecognized tax benefits did not, and for the full year of 2022 are not expected to, have a significant impact on our financial position or results of operations.

We are open to examination in the United States for 2021 and in Germany from 2018 onward. Generally, for our remaining tax jurisdictions, years from 2017 onward are still open to examination.

NOTE 7. EARNINGS PER SHARE

Basic earnings per share are computed based on the weighted average number of common shares outstanding. Diluted earnings per share are calculated to reflect the potential dilution that could occur if securities or other contracts were exercised or converted into common stock.

Basic and diluted earnings per common share are calculated as follows:

(In millions, except per share amounts)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Earnings per share — basic:				
Goodyear net income	$ 44	$ 132	$ 306	$ 211
Weighted average shares outstanding	284	283	284	254
Earnings per common share — basic	**$ 0.16**	**$ 0.47**	**$ 1.08**	**$ 0.83**
Earnings per share — diluted:				
Goodyear net income	$ 44	$ 132	$ 306	$ 211
Weighted average shares outstanding	284	283	284	254
Dilutive effect of stock options and other dilutive securities	2	3	2	3
Weighted average shares outstanding — diluted	286	286	286	257
Earnings per common share — diluted	**$ 0.16**	**$ 0.46**	**$ 1.07**	**$ 0.82**

Weighted average shares outstanding — diluted for both the three and nine months ended September 30, 2022 and 2021 excludes approximately 2 million equivalent shares related to options with exercise prices greater than the average market price of our common shares (i.e., "underwater" options).

NOTE 8. BUSINESS SEGMENTS

(In millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Sales:				
Americas	$ 3,304	$ 2,967	$ 9,366	$ 7,010
Europe, Middle East and Africa	1,358	1,397	4,281	3,858
Asia Pacific	649	570	1,784	1,556
Net Sales	**$ 5,311**	**$ 4,934**	**$ 15,431**	**$ 12,424**
Segment Operating Income:				
Americas	$ 306	$ 259	$ 815	$ 606
Europe, Middle East and Africa	30	81	141	198
Asia Pacific	37	32	84	93
Total Segment Operating Income	**$ 373**	**$ 372**	**$ 1,040**	**$ 897**
Less:				
Rationalizations (Note 4)	$ 45	$ 13	$ 82	$ 81
Interest expense	117	104	331	280
Other (income) expense (Note 5)	42	9	(18)	73
Asset write-offs and accelerated depreciation (Note 4)	6	1	6	1
Corporate incentive compensation plans	17	25	57	58
Retained expenses of divested operations	3	3	10	10
Other	37	30	80	76
Income before Income Taxes	**$ 106**	**$ 187**	**$ 492**	**$ 318**

Rationalizations, as described in Note to the Consolidated Financial Statements No. 4, Costs Associated with Rationalization Programs, net (gains) losses on asset sales, as described in Note to the Consolidated Financial Statements No. 5, Other (Income) Expense, and asset write-offs and accelerated depreciation were not charged to the strategic business units ("SBUs") for performance evaluation purposes but were attributable to the SBUs as follows:

(In millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Rationalizations:				
Americas	$ 4	$ 11	$ 22	$ 29
Europe, Middle East and Africa	42	2	56	46
Total Segment Rationalizations	**$ 46**	**$ 13**	**$ 78**	**$ 75**
Corporate	(1)	—	4	6
	$ 45	**$ 13**	**$ 82**	**$ 81**
Net (Gains) Losses on Asset Sales:				
Americas	$ —	$ —	$ (98)	$ —
Europe, Middle East and Africa	—	(8)	—	(8)
Total Segment Net (Gains) Losses on Asset Sales	**$ —**	**$ (8)**	**$ (98)**	**$ (8)**
Corporate	—	(2)	—	(2)
	$ —	**$ (10)**	**$ (98)**	**$ (10)**
Asset Write-offs and Accelerated Depreciation:				
Europe, Middle East and Africa	$ —	$ 1	$ —	$ 1
Total Segment Asset Write-offs and Accelerated Depreciation	**$ —**	**$ 1**	**$ —**	**$ 1**
Corporate	6	—	6	—
	$ 6	**$ 1**	**$ 6**	**$ 1**

NOTE 9. FINANCING ARRANGEMENTS AND DERIVATIVE FINANCIAL INSTRUMENTS

At September 30, 2022, we had total credit arrangements of $11,607 million, of which $3,085 million were unused. At that date, approximately 29% of our debt was at variable interest rates averaging 4.55%.

Notes Payable and Overdrafts, Long Term Debt and Finance Leases due Within One Year and Short Term Financing Arrangements

At September 30, 2022, we had short term committed and uncommitted credit arrangements totaling $844 million, of which $289 million were unused. These arrangements are available primarily to certain of our foreign subsidiaries through various banks at quoted market interest rates.

The following table presents amounts due within one year:

(In millions)	September 30, 2022	December 31, 2021
Chinese credit facilities	$ 45	$ 37
Other foreign and domestic debt	496	369
Notes Payable and Overdrafts	**$ 541**	**$ 406**
Weighted average interest rate	5.19%	2.78%
Chinese credit facilities	$ 142	$ 124
Other foreign and domestic debt (including finance leases)	124	219
Long Term Debt and Finance Leases due Within One Year	**$ 266**	**$ 343**
Weighted average interest rate	5.57%	5.25%
Total obligations due within one year	**$ 807**	**$ 749**

Long Term Debt and Finance Leases and Financing Arrangements

At September 30, 2022, we had long term credit arrangements totaling $10,763 million, of which $2,796 million were unused.

The following table presents long term debt and finance leases, net of unamortized discounts, and interest rates:

	September 30, 2022		December 31, 2021	
(In millions)	Amount	Interest Rate	Amount	Interest Rate
Notes:				
9.5% due 2025	$ 802		$ 802	
5% due 2026	900		900	
4.875% due 2027	700		700	
7.625% due 2027	132		135	
7% due 2028	150		150	
2.75% Euro Notes due 2028	390		454	
5% due 2029	850		850	
5.25% due April 2031	550		550	
5.25% due July 2031	600		600	
5.625% due 2033	450		450	
Credit Facilities:				
First lien revolving credit facility due 2026	665	3.98%	—	—
European revolving credit facility due 2028	488	2.17%	—	—
Pan-European accounts receivable facility	283	2.34%	279	1.08%
Mexican credit facility	200	3.86%	158	1.85%
Chinese credit facilities	248	4.24%	333	4.34%
Other foreign and domestic debt[(1)]	492	7.38%	430	6.05%
	7,900		6,791	
Unamortized deferred financing fees	(47)		(55)	
	7,853		6,736	
Finance lease obligations[(2)]	252		255	
	8,105		6,991	
Less portion due within one year	(266)		(343)	
	$ 7,839		**$ 6,648**	

(1) Interest rates are weighted average interest rates primarily related to various foreign credit facilities with customary terms and conditions.

(2) Includes non-cash financing additions of $24 million and $14 million during the nine month period ended September 30, 2022 and the twelve months ended December 31, 2021, respectively.

NOTES

At September 30, 2022, we had $5,524 million of outstanding notes, compared to $5,591 million at December 31, 2021.

CREDIT FACILITIES

$2.75 billion Amended and Restated First Lien Revolving Credit Facility due 2026

On September 15, 2022, we amended our $2.75 billion first lien revolving credit facility to change the base interest rate from LIBOR to SOFR. Our first lien revolving credit facility is available in the form of loans or letters of credit. Up to $800 million in letters of credit and $50 million of swingline loans are available for issuance under the facility. Subject to the consent of the lenders whose commitments are to be increased, we may request that the facility be increased by up to $250 million.

Our obligations under the facility are guaranteed by most of our wholly-owned U.S. and Canadian subsidiaries. Our obligations under the facility and our subsidiaries' obligations under the related guarantees are secured by first priority security interests in a variety of collateral. Based on our current liquidity, amounts drawn under this facility bear interest at SOFR plus 125 basis points.

Availability under the facility is subject to a borrowing base, which is based on (i) eligible accounts receivable and inventory of The Goodyear Tire & Rubber Company and certain of its U.S. and Canadian subsidiaries, (ii) the value of our principal trademarks in an amount not to exceed $400 million, (iii) the value of eligible machinery and equipment, and (iv) certain cash in an amount not to exceed $275 million. To the extent that our eligible accounts receivable, inventory and other components of the borrowing base decline in value, our borrowing base will decrease and the availability under the facility may decrease below $2.75 billion. As of September 30, 2022, our borrowing base was above the facility's stated amount of $2.75 billion.

The facility has customary representations and warranties including, as a condition to borrowing, that all such representations and warranties are true and correct, in all material respects, on the date of the borrowing, including representations as to no material adverse change in our business or financial condition since December 31, 2020. The facility also has customary defaults, including a cross-default to material indebtedness of Goodyear and our subsidiaries.

If Available Cash (as defined in the facility) plus the availability under the facility is greater than $750 million, amounts drawn under the facility will bear interest, at our option, at (i) 125 basis points over SOFR or (ii) 25 basis points over an alternate base rate (the higher of (a) the prime rate, (b) the federal funds effective rate or the overnight bank funding rate plus 50 basis points or (c) SOFR for a one month interest period plus 100 basis points). If Available Cash plus the availability under the facility is equal to or less than $750 million, then amounts drawn under the facility will bear interest, at our option, at (i) 150 basis points over SOFR or (ii) 50 basis points over an alternate base rate. Undrawn amounts under the facility will be subject to an annual commitment fee of 25 basis points.

At September 30, 2022, we had $665 million of borrowings and $3 million of letters of credit issued under the revolving credit facility. At December 31, 2021, we had no borrowings and $19 million of letters of credit issued under the revolving credit facility.

€800 million Amended and Restated Senior Secured European Revolving Credit Facility due 2028

On October 12, 2022, we amended and restated our European revolving credit facility. Significant changes to the European revolving credit facility include extending the maturity to January 14, 2028 and changing the base interest rate for loans denominated in U.S. dollars from LIBOR to SOFR.

The European revolving credit facility consists of (i) a €180 million German tranche that is available only to Goodyear Germany GmbH and (ii) a €620 million all-borrower tranche that is available to Goodyear Europe B.V. ("GEBV"), Goodyear Germany and Goodyear Operations S.A. Up to €175 million of swingline loans and €75 million in letters of credit are available for issuance under the all-borrower tranche. Amounts drawn under this facility will bear interest at SOFR plus 150 basis points for loans denominated in U.S. dollars, EURIBOR plus 150 basis points for loans denominated in euros, and SONIA plus 150 basis points for loans denominated in pounds sterling. Undrawn amounts under the facility are subject to an annual commitment fee of 25 basis points.

GEBV and certain of its subsidiaries in the United Kingdom, Luxembourg, France and Germany provide guarantees to support the facility. The German guarantors secure the German tranche on a first-lien basis and the all-borrower tranche on a second-lien basis. GEBV and its other subsidiaries that provide guarantees secure the all-borrower tranche on a first-lien basis and generally do not provide collateral support for the German tranche. The Company and its U.S. and Canadian subsidiaries that guarantee our U.S. first lien revolving credit facility described above also provide unsecured guarantees in support of the facility.

The facility has customary representations and warranties including, as a condition to borrowing, that all such representations and warranties are true and correct, in all material respects, on the date of the borrowing, including representations as to no material adverse change in our business or financial condition since December 31, 2021. The facility also has customary defaults, including a cross-default to material indebtedness of Goodyear and our subsidiaries.

At September 30, 2022, there were $176 million (€180 million) of borrowings outstanding under the German tranche, $312 million (€320 million) of borrowings outstanding under the all-borrower tranche and no letters of credit outstanding under the European revolving credit facility. At December 31, 2021, we had no borrowings and no letters of credit outstanding under the European revolving credit facility.

Accounts Receivable Securitization Facilities (On-Balance Sheet)

GEBV and certain other of our European subsidiaries are parties to a pan-European accounts receivable securitization facility that expires in 2027. The terms of the facility provide the flexibility to designate annually the maximum amount of funding available under the facility in an amount of not less than €30 million and not more than €450 million. For the period from October 19, 2021 through October 19, 2022, the designated maximum amount of the facility was €300 million. For the period from October 20, 2022 through October 18, 2023, the designated maximum amount of the facility will remain €300 million.

The facility involves an ongoing daily sale of substantially all of the trade accounts receivable of certain GEBV subsidiaries. These subsidiaries retain servicing responsibilities. Utilization under this facility is based on eligible receivable balances.

The funding commitments under the facility will expire upon the earliest to occur of: (a) October 19, 2027, (b) the non-renewal and expiration (without substitution) of all of the back-up liquidity commitments, (c) the early termination of the facility according to its terms (generally upon an Early Amortisation Event (as defined in the facility), which includes, among other things, events similar to the events of default under our first lien revolving credit facility; certain tax law changes; or certain changes to law, regulation or accounting standards), or (d) our request for early termination of the facility. The facility's current back-up liquidity commitments will expire on October 18, 2023.

At September 30, 2022, the amounts available and utilized under this program totaled $283 million (€290 million). At December 31, 2021, the amounts available and utilized under this program totaled $279 million (€246 million). The program does not qualify for sale accounting, and accordingly, these amounts are included in Long Term Debt and Finance Leases.

For a description of the collateral securing the credit facilities described above as well as the covenants applicable to them, refer to Note to the Consolidated Financial Statements No. 16, Financing Arrangements and Derivative Financial Instruments, in our 2021 Form 10-K.

Accounts Receivable Factoring Facilities (Off-Balance Sheet)

We have sold certain of our trade receivables under off-balance sheet programs. For these programs, we have concluded that there is generally no risk of loss to us from non-payment of the sold receivables. At September 30, 2022, the gross amount of receivables sold was $586 million, compared to $605 million at December 31, 2021.

Other Foreign Credit Facilities

A Mexican subsidiary and a U.S. subsidiary have a revolving credit facility in Mexico. At September 30, 2022, the amounts available and utilized under this facility were $200 million. At December 31, 2021, the amounts available and utilized under this facility were $200 million and $158 million, respectively. The facility ultimately matures on November 22, 2024, has covenants relating to the Mexican and U.S. subsidiary, and has customary representations and warranties and defaults relating to the Mexican and U.S. subsidiary's ability to perform its respective obligations under the facility. As tranches are renewed, SOFR will replace LIBOR as the base interest rate; at September 30, 2022, two of the six tranches now refer to SOFR.

Our Chinese subsidiaries have several financing arrangements in China. These facilities contain covenants relating to these Chinese subsidiaries and have customary representations and warranties and defaults relating to these Chinese subsidiaries' ability to perform their respective obligations under these facilities. These facilities are also available for other off-balance sheet utilization, such as letters of credit and bank acceptances.

The following table presents the total amounts available and utilized under the Chinese financing arrangements:

(In millions)	September 30, 2022	December 31, 2021
Total available	**$ 863**	**$ 1,033**
Amounts utilized:		
Notes Payable and Overdrafts	$ 45	$ 37
Long Term Debt due Within One Year	142	124
Long Term Debt	106	209
Letters of credit, bank acceptances and other utilization	70	41
Total utilized	**$ 363**	**$ 411**
Maturities	10/22-6/24	1/22-6/24

Certain of these facilities can only be used to finance the expansion of one of our manufacturing facilities in China and, at September 30, 2022 and December 31, 2021, the unused amounts available under these facilities were $92 million and $81 million, respectively.

DERIVATIVE FINANCIAL INSTRUMENTS

We utilize derivative financial instrument contracts and nonderivative instruments to manage interest rate, foreign exchange and commodity price risks. We have established a control environment that includes policies and procedures for risk assessment and the approval, reporting and monitoring of derivative financial instrument activities. We do not hold or issue derivative financial instruments for trading purposes.

Foreign Currency Contracts

We enter into foreign currency contracts in order to manage the impact of changes in foreign exchange rates on our consolidated results of operations and future foreign currency-denominated cash flows. These contracts may be used to reduce exposure to currency movements affecting existing foreign currency-denominated assets, liabilities, firm commitments and forecasted transactions resulting primarily from trade purchases and sales, equipment acquisitions, intercompany loans and royalty agreements. Contracts hedging short term trade receivables and payables normally have no hedging designation.

The following table presents the fair values for foreign currency hedge contracts that do not meet the criteria to be accounted for as cash flow hedging instruments:

(In millions)	September 30, 2022	December 31, 2021
Fair Values — Current asset (liability):		
Accounts receivable	$ 28	$ 9
Other current liabilities	(5)	(4)

At September 30, 2022 and December 31, 2021, these outstanding foreign currency derivatives had notional amounts of $886 million and $993 million, respectively, and were primarily related to intercompany loans. Other (Income) Expense included net transaction gains on derivatives of $20 million and $54 million for the three and nine months ended September 30, 2022, respectively. Other (Income) Expense included net transaction gains on derivatives of $3 million and $44 million for the three and nine months ended September 30, 2021, respectively. These amounts were substantially offset in Other (Income) Expense by the effect of changing exchange rates on the underlying currency exposures.

The following table presents fair values for foreign currency hedge contracts that meet the criteria to be accounted for as cash flow hedging instruments:

(In millions)	September 30, 2022	December 31, 2021
Fair Values — Current asset (liability):		
Accounts receivable	$ 4	$ 1
Other current liabilities	(1)	(1)

At September 30, 2022 and December 31, 2021, these outstanding foreign currency derivatives had notional amounts of $73 million and $63 million, respectively, and primarily related to U.S. dollar denominated intercompany transactions. Based on our current forecasts, we believe that it is probable that the underlying hedge transactions will occur within an appropriate time frame in order to continue to qualify for cash flow hedge accounting treatment.

We enter into master netting agreements with counterparties. The amounts eligible for offset under the master netting agreements are not material and we have elected a gross presentation of foreign currency contracts in the Consolidated Balance Sheets.

The following table presents the classification of changes in fair values of foreign currency contracts that meet the criteria to be accounted for as cash flow hedging instruments (before tax and minority):

(In millions)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Amount of gains (losses) deferred to Accumulated Other Comprehensive Loss ("AOCL")	$ 2	$ 2	$ 3	$ 2
Reclassification adjustment for amounts recognized in CGS	—	—	(1)	(2)

The estimated net amount of deferred gains at September 30, 2022 that are expected to be reclassified to earnings within the next twelve months is $3 million.

The counterparties to our foreign currency contracts were considered by us to be substantial and creditworthy financial institutions that were recognized market makers at the time we entered into those contracts. We seek to control our credit exposure to these counterparties by diversifying across multiple counterparties, by setting counterparty credit limits based on long term credit ratings and other indicators of counterparty credit risk such as credit default swap spreads, and by monitoring the financial strength of these counterparties on a regular basis. We also enter into master netting agreements with counterparties when possible. By controlling and monitoring exposure to counterparties in this manner, we believe that we effectively manage the risk of loss due to nonperformance by a counterparty. However, the inability of a counterparty to fulfill its contractual obligations to us could have a material adverse effect on our liquidity, financial position or results of operations in the period in which it occurs.

NOTE 10. FAIR VALUE MEASUREMENTS

The following table presents information about assets and liabilities recorded at fair value on the Consolidated Balance Sheets at September 30, 2022 and December 31, 2021:

	Total Carrying Value in the Consolidated Balance Sheets		Quoted Prices in Active Markets for Identical Assets/Liabilities (Level 1)		Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)	
(In millions)	2022	2021	2022	2021	2022	2021	2022	2021
Assets:								
Investments	$ 7	$ 10	$ 7	$ 10	$ —	$ —	$ —	$ —
Foreign Exchange Contracts	32	10	—	—	32	10	—	—
Total Assets at Fair Value	**$ 39**	**$ 20**	**$ 7**	**$ 10**	**$ 32**	**$ 10**	**$ —**	**$ —**
Liabilities:								
Foreign Exchange Contracts	$ 6	$ 5	$ —	$ —	$ 6	$ 5	$ —	$ —
Total Liabilities at Fair Value	**$ 6**	**$ 5**	**$ —**	**$ —**	**$ 6**	**$ 5**	**$ —**	**$ —**

The following table presents supplemental fair value information about long term fixed rate and variable rate debt, excluding finance leases, at September 30, 2022 and December 31, 2021:

(In millions)	September 30, 2022	December 31, 2021
Fixed Rate Debt:[1]		
Carrying amount — liability	$ 5,634	$ 5,781
Fair value — liability	5,007	6,149
Variable Rate Debt:[1]		
Carrying amount — liability	$ 2,219	$ 955
Fair value — liability	2,143	955

(1) Excludes Notes Payable and Overdrafts of $541 million and $406 million at September 30, 2022 and December 31, 2021, respectively, of which $256 million and $227 million, respectively, are at fixed rates and $285 million and $179 million, respectively, are at variable rates. The carrying value of Notes Payable and Overdrafts approximates fair value due to the short term nature of the facilities.

Long term debt with fair values of $4,849 million and $5,905 million at September 30, 2022 and December 31, 2021, respectively, were estimated using quoted Level 1 market prices. The carrying value of the remaining debt was based upon internal estimates of fair value derived from market prices for similar debt.

NOTE 11. PENSION, SAVINGS AND OTHER POSTRETIREMENT BENEFIT PLANS

We provide employees with defined benefit pension or defined contribution savings plans.

Defined benefit pension cost follows:

	U.S. Three Months Ended September 30,		U.S. Nine Months Ended September 30,	
(In millions)	2022	2021	2022	2021
Service cost	$ 3	$ 3	$ 10	$ 6
Interest cost	36	26	96	68
Expected return on plan assets	(55)	(54)	(160)	(142)
Amortization of net losses	25	26	76	80
Net periodic pension cost	**$ 9**	**$ 1**	**$ 22**	**$ 12**
Net curtailments/settlements/termination benefits	10	11	28	30
Total defined benefit pension cost	**$ 19**	**$ 12**	**$ 50**	**$ 42**

(In millions)	Non-U.S. Three Months Ended September 30, 2022	2021	Non-U.S. Nine Months Ended September 30, 2022	2021
Service cost	$ 6	$ 7	$ 18	$ 22
Interest cost	14	13	46	35
Expected return on plan assets	(16)	(13)	(51)	(35)
Amortization of prior service cost	1	—	2	1
Amortization of net losses	5	8	16	25
Total defined benefit pension cost	**$ 10**	**$ 15**	**$ 31**	**$ 48**

Service cost is recorded in CGS or SAG. Other components of net periodic pension cost are recorded in Other (Income) Expense. Net curtailments, settlements and termination benefits, if any, are recorded in Other (Income) Expense or Rationalizations if related to a rationalization plan.

In the third quarter and first nine months of 2022, pension settlement charges of $10 million and $28 million, respectively, were recorded in Other (Income) Expense. In the third quarter and first nine months of 2021, pension settlement charges of $11 million and $30 million, respectively, were recorded in Other (Income) Expense. The settlement charges resulted from total lump sum payments exceeding annual service and interest cost of the applicable plans.

In the first quarter of 2022, we communicated the termination of a Cooper Tire U.S. salaried defined benefit pension plan, which was frozen in 2009, to applicable participants. The termination of the plan, which had $389 million in assets and $378 million in estimated obligations on a termination accounting basis as of September 30, 2022, is expected to be completed in the first half of 2023.

We also provide certain U.S. employees and employees at certain non-U.S. subsidiaries with health care benefits or life insurance benefits upon retirement. Other postretirement benefits expense for the three months ended September 30, 2022 and 2021 was $4 million and $3 million, respectively, and for the nine months ended September 30, 2022 and 2021 was $12 million and $6 million, respectively.

We expect to contribute $25 million to $50 million to our funded non-U.S. pension plans in 2022. For the three and nine months ended September 30, 2022, we contributed $6 million and $23 million, respectively, to our non-U.S. plans.

The expense recognized for our contributions to defined contribution savings plans for the three months ended September 30, 2022 and 2021 was $33 million and $31 million, respectively, and for the nine months ended September 30, 2022 and 2021 was $99 million and $86 million, respectively.

NOTE 12. STOCK COMPENSATION PLANS

Stock based awards are made pursuant to stock compensation plans that are approved by our shareholders. The 2022 Performance Plan was adopted by our shareholders on April 11, 2022 and will expire on February 28, 2032 unless earlier terminated. The 2022 Performance Plan replaced the 2017 Performance Plan, which was terminated on April 11, 2022, except with respect to outstanding awards.

Our Board of Directors granted 0.8 million restricted stock units and 0.4 million performance share units during the nine months ended September 30, 2022 under our stock compensation plans. We measure the fair value of grants of restricted stock units and performance share units based primarily on the closing market price of a share of our common stock on the date of the grant, modified as appropriate to take into account the features of such grants. The weighted average fair value per share was $15.04 for restricted stock units and $15.60 for performance share units granted during the nine months ended September 30, 2022.

We recognized stock-based compensation expense of $6 million and $19 million during the three and nine months ended September 30, 2022, respectively. At September 30, 2022, unearned compensation cost related to the unvested portion of all stock-based awards was approximately $32 million and is expected to be recognized over the remaining vesting period of the respective grants, through the third quarter of 2025. We recognized stock-based compensation of $11 million and $22 million during the three and nine months ended September 30, 2021, respectively.

NOTE 13. COMMITMENTS AND CONTINGENT LIABILITIES

Environmental Matters

We have recorded liabilities totaling $79 million and $80 million at September 30, 2022 and December 31, 2021, respectively, for anticipated costs related to various environmental matters, primarily the remediation of numerous waste disposal sites and certain properties sold by us. Of these amounts, $18 million and $21 million were included in Other Current Liabilities at September 30, 2022 and December 31, 2021, respectively. The costs include legal and consulting fees, site studies, the design and implementation of remediation plans, post-remediation monitoring and related activities, and will be paid over several years. The amount of our ultimate liability in respect of these matters may be affected by several uncertainties, primarily the ultimate cost of required remediation and the extent to which other responsible parties contribute. We have limited potential insurance coverage for future environmental claims.

Since many of the remediation activities related to environmental matters vary substantially in duration and cost from site to site and the associated costs for each vary depending on the mix of unique site characteristics, in some cases we cannot reasonably estimate a range of possible losses. Although it is not possible to estimate with certainty the outcome of all of our environmental matters, management believes that potential losses in excess of current reserves for environmental matters, individually and in the aggregate, will not have a material adverse effect on our financial position, cash flows or results of operations.

Workers' Compensation

We have recorded liabilities, on a discounted basis, totaling $196 million and $194 million for anticipated costs related to workers' compensation at September 30, 2022 and December 31, 2021, respectively. Of these amounts, $35 million and $38 million were included in Current Liabilities as part of Compensation and Benefits at September 30, 2022 and December 31, 2021, respectively. The costs include an estimate of expected settlements on pending claims, defense costs and a provision for claims incurred but not reported. These estimates are based on our assessment of potential liability using an analysis of available information with respect to pending claims, historical experience and current cost trends. The amount of our ultimate liability in respect of these matters may differ from these estimates. We periodically, and at least annually, update our loss development factors based on actuarial analyses. At September 30, 2022 and December 31, 2021, the liability was discounted using a risk-free rate of return. At September 30, 2022, we estimate that it is reasonably possible that the liability could exceed our recorded amounts by approximately $25 million.

General and Product Liability and Other Litigation

We have recorded liabilities totaling $416 million and $390 million, including related legal fees expected to be incurred, for potential product liability and other tort claims, including asbestos claims, at September 30, 2022 and December 31, 2021, respectively. Of these amounts, $37 million and $41 million were included in Other Current Liabilities at September 30, 2022 and December 31, 2021, respectively. The amounts recorded were estimated based on an assessment of potential liability using an analysis of available information with respect to pending claims, historical experience and, where available, recent and current trends. Based upon that assessment, at September 30, 2022, we do not believe that estimated reasonably possible losses associated with general and product liability claims in excess of the amounts recorded will have a material adverse effect on our financial position, cash flows or results of operations. However, the amount of our ultimate liability in respect of these matters may differ from these estimates.

We have recorded an indemnification asset within Accounts Receivable of $1 million and within Other Assets of $19 million for Sumitomo Rubber Industries, Ltd.'s ("SRI") obligation to indemnify us for certain product liability claims related to products manufactured by a formerly consolidated joint venture entity, subject to certain caps and restrictions.

Asbestos. We are a defendant in numerous lawsuits alleging various asbestos-related personal injuries purported to result from alleged exposure to asbestos in certain products manufactured by us or present in certain of our facilities. Typically, these lawsuits have been brought against multiple defendants in state and federal courts. To date, we have disposed of approximately 156,900 claims by defending, obtaining the dismissal thereof, or entering into a settlement. The sum of our accrued asbestos-related liability and gross payments to date, including legal costs, by us and our insurers totaled approximately $573 million through September 30, 2022 and $560 million through December 31, 2021.

A summary of recent approximate asbestos claims activity follows. Because claims are often filed and disposed of by settlement or dismissal in large numbers, the amount and timing of filings, settlements and dismissals and the number of open claims during a particular period can fluctuate significantly.

(Dollars in millions)	Nine Months Ended September 30, 2022	Year Ended December 31, 2021
Pending claims, beginning of period	**38,200**	**38,700**
New claims filed	700	1,000
Claims settled/dismissed	(1,200)	(1,500)
Pending claims, end of period	**37,700**	**38,200**
Payments[(1)]	$ 12	$ 15

(1) Represents cash payments made during the period by us and our insurers for asbestos litigation defense and claim resolution.

We periodically, and at least annually, review our existing reserves for pending claims, including a reasonable estimate of the liability associated with unasserted asbestos claims, and estimate our receivables from probable insurance recoveries. We recorded gross liabilities for both asserted and unasserted claims, inclusive of defense costs, totaling $132 million and $131 million at September 30, 2022 and December 31, 2021, respectively. In determining the estimate of our asbestos liability, we evaluated claims over the next ten-year period. Due to the difficulties in making these estimates, analysis based on new data and/or a change in circumstances arising in the future may result in an increase in the recorded obligation, and that increase could be significant.

We maintain certain primary and excess insurance coverage under coverage-in-place agreements, and also have additional excess liability insurance with respect to asbestos liabilities. After consultation with our outside legal counsel and giving consideration to agreements with certain of our insurance carriers, the financial viability and legal obligations of our insurance carriers and other relevant factors, we determine an amount we expect is probable of recovery from such carriers. We record a receivable with respect to such policies when we determine that recovery is probable and we can reasonably estimate the amount of a particular recovery.

We recorded an insurance receivable related to asbestos claims of $77 million at both September 30, 2022 and December 31, 2021. We expect that approximately 60% of asbestos claim related losses would be recoverable through insurance during the ten-year period covered by the estimated liability. Of these amounts, $12 million was included in Current Assets as part of Accounts Receivable at both September 30, 2022 and December 31, 2021. The recorded receivable consists of an amount we expect to collect under coverage-in-place agreements with certain primary and excess insurance carriers as well as an amount we believe is probable of recovery from certain of our other excess insurance carriers.

We believe that, at December 31, 2021, we had approximately $540 million in excess level policy limits applicable to indemnity and defense costs for asbestos products claims under coverage-in-place agreements. We also had additional unsettled excess level policy limits potentially applicable to such costs. In addition, we had coverage under certain primary policies for indemnity and defense costs for asbestos products claims under remaining aggregate limits pursuant to a coverage-in-place agreement, as well as coverage for indemnity and defense costs for asbestos premises claims pursuant to coverage-in-place agreements.

With respect to both asserted and unasserted claims, it is reasonably possible that we may incur a material amount of cost in excess of the current reserve; however, such amounts cannot be reasonably estimated. Coverage under insurance policies is subject to varying characteristics of asbestos claims including, but not limited to, the type of claim (premise vs. product exposure), alleged date of first exposure to our products or premises and disease alleged. Recoveries may also be limited by insurer insolvencies or financial difficulties. Depending upon the nature of these characteristics or events, as well as the resolution of certain legal issues, some portion of the insurance may not be accessible by us.

Other Actions

We are currently a party to various claims, indirect tax assessments and legal proceedings in addition to those noted above. If management believes that a loss arising from these matters is probable and can reasonably be estimated, we record the amount of the loss, or the minimum estimated liability when the loss is estimated using a range and no point within the range is more probable than another. As additional information becomes available, any potential liability related to these matters is assessed and the estimates are revised, if necessary. Based on currently available information, management believes that the ultimate outcome of these matters, individually and in the aggregate, will not have a material adverse effect on our financial position or overall trends in results of operations.

Our recorded liabilities and estimates of reasonably possible losses for the contingent liabilities described above are based on our assessment of potential liability using the information available to us at the time and, where applicable, any past experience and recent and current trends with respect to similar matters. Our contingent liabilities are subject to inherent uncertainties, and

unfavorable judicial or administrative decisions could occur which we did not anticipate. Such an unfavorable decision could include monetary damages, fines or other penalties or an injunction prohibiting us from taking certain actions or selling certain products. If such an unfavorable decision were to occur, it could result in a material adverse impact on our financial position and results of operations in the period in which the decision occurs or in future periods.

Tax Matters

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations. We recognize liabilities for anticipated tax audit issues based on our estimate of whether, and the extent to which, additional taxes will be due. If we ultimately determine that payment of these amounts is unnecessary, we reverse the liability and recognize a tax benefit during the period in which we determine that the liability is no longer necessary. We also recognize income tax benefits to the extent that it is more likely than not that our positions will be sustained when challenged by the taxing authorities. We derecognize income tax benefits when based on new information we determine that it is no longer more likely than not that our position will be sustained. To the extent we prevail in matters for which liabilities have been established, or determine we need to derecognize tax benefits recorded in prior periods, our results of operations and effective tax rate in a given period could be materially affected. An unfavorable tax settlement would require use of our cash, and lead to recognition of expense to the extent the settlement amount exceeds recorded liabilities and, in the case of an income tax settlement, result in an increase in our effective tax rate in the period of resolution. A favorable tax settlement would be recognized as a reduction of expense to the extent the settlement amount is lower than recorded liabilities and, in the case of an income tax settlement, would result in a reduction in our effective tax rate in the period of resolution.

While the Company applies consistent transfer pricing policies and practices globally, supports transfer prices through economic studies, seeks advance pricing agreements and joint audits to the extent possible and believes its transfer prices to be appropriate, such transfer prices, and related interpretations of tax laws, are occasionally challenged by various taxing authorities globally. We have received various tax assessments challenging our interpretations of applicable tax laws in various jurisdictions. Although we believe we have complied with applicable tax laws, have strong positions and defenses and have historically been successful in defending such claims, our results of operations could be materially adversely affected in the case we are unsuccessful in the defense of existing or future claims.

Binding Commitments and Guarantees

We have off-balance sheet financial guarantees and other commitments totaling $34 million at both September 30, 2022 and December 31, 2021. We issue guarantees to financial institutions or other entities on behalf of certain of our affiliates, lessors or customers. We generally do not require collateral in connection with the issuance of these guarantees.

In 2015, as a result of the dissolution of the global alliance with SRI, we issued a guarantee of $46 million to an insurance company related to SRI's obligation to pay certain outstanding workers' compensation claims of a formerly consolidated joint venture entity. As of September 30, 2022, this guarantee amount has been reduced to $20 million. We have concluded the probability of our performance to be remote and, therefore, have not recorded a liability for this guarantee. While there is no fixed duration of this guarantee, we expect the amount of this guarantee to continue to decrease over time as the formerly consolidated joint venture entity pays its outstanding claims.

If our performance under these guarantees is triggered by non-payment or another specified event, we would be obligated to make payment to the financial institution or the other entity, and would typically have recourse to the affiliate, lessor, customer or SRI, as applicable. We are unable to estimate the extent to which our lessors’, customers’ or SRI's assets would be adequate to recover any payments made by us under the related guarantees.

We have an agreement to provide a revolving loan commitment to TireHub, LLC of up to $100 million. At September 30, 2022, $16 million was drawn on this commitment. At December 31, 2021, no funds were drawn on this commitment.

NOTE 14. CAPITAL STOCK

Common Stock Repurchases

We may repurchase shares delivered to us by employees as payment for the exercise price of stock options and the withholding taxes due upon the exercise of stock options or the vesting or payment of stock awards. During the first nine months of 2022, we did not repurchase any shares from employees.

NOTE 15. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following tables present changes in AOCL, by component, for the nine months ended September 30, 2022 and 2021, after tax and minority interest.

(In millions) Income (Loss)	Foreign Currency Translation Adjustment	Unrecognized Net Actuarial Losses and Prior Service Costs	Deferred Derivative Gains (Losses)	Total
Balance at December 31, 2021	**$ (1,402)**	**$ (2,565)**	**$ 4**	**$ (3,963)**
Other comprehensive income (loss) before reclassifications	(334)	10	3	(321)
Amounts reclassified from accumulated other comprehensive loss	—	93	(1)	92
Balance at September 30, 2022	**$ (1,736)**	**$ (2,462)**	**$ 6**	**$ (4,192)**

(In millions) Income (Loss)	Foreign Currency Translation Adjustment	Unrealized Gains (Losses) from Securities	Unrecognized Net Actuarial Losses and Prior Service Costs	Deferred Derivative Gains (Losses)	Total
Balance at December 31, 2020	**$ (1,284)**	**$ —**	**$ (2,856)**	**$ 5**	**$ (4,135)**
Other comprehensive income (loss) before reclassifications	(72)	1	22	2	(47)
Amounts reclassified from accumulated other comprehensive loss	—	—	102	(2)	100
Balance at September 30, 2021	**$ (1,356)**	**$ 1**	**$ (2,732)**	**$ 5**	**$ (4,082)**

The following table presents reclassifications out of AOCL:

(In millions) (Income) Expense	Three Months Ended September 30,		Nine Months Ended September 30,		
	2022	2021	2022	2021	
Component of AOCL	**Amount Reclassified from AOCL**		**Amount Reclassified from AOCL**		**Affected Line Item in the Consolidated Statements of Operations**
Amortization of prior service cost and unrecognized gains and losses	$ 32	$ 34	$ 95	$ 104	Other (Income) Expense
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments, settlements and divestitures	10	11	28	30	Other (Income) Expense / Rationalizations
Unrecognized net actuarial losses and prior service costs, before tax	42	45	123	134	
Tax effect	(10)	(11)	(30)	(32)	United States and Foreign Taxes
Net of tax	$ 32	$ 34	$ 93	$ 102	Goodyear Net Income
Deferred derivative (gains) losses, before tax	$ —	$ —	$ (1)	$ (2)	Cost of Goods Sold
Tax effect	—	—	—	—	United States and Foreign Taxes
Net of tax	$ —	$ —	$ (1)	$ (2)	Goodyear Net Income
Total reclassifications	**$ 32**	**$ 34**	**$ 92**	**$ 100**	Goodyear Net Income

The following table presents the details of comprehensive income (loss) attributable to minority shareholders:

(In millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Net Income Attributable to Minority Shareholders	$ 4	$ 2	$ 8	$ 12
Other Comprehensive Income:				
Foreign currency translation	(7)	(1)	(22)	(9)
Comprehensive Income (Loss) Attributable to Minority Shareholders	**$ (3)**	**$ 1**	**$ (14)**	**$ 3**

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

All per share amounts are diluted and refer to Goodyear net income.

OVERVIEW

The Goodyear Tire & Rubber Company (the "Company," "Goodyear," "we," "us" or "our") is one of the world's leading manufacturers of tires, with one of the most recognizable brand names in the world and operations in most regions of the world. We have a broad global footprint with 57 manufacturing facilities in 23 countries, including the United States. We operate our business through three operating segments representing our regional tire businesses: Americas; Europe, Middle East and Africa ("EMEA"); and Asia Pacific.

During the third quarter of 2022, members of the United Steelworkers ratified a new four-year master collective bargaining agreement with us. The new contract, which expires in July 2026, addresses compensation costs while providing operational improvements that increase manufacturing flexibility and productivity for our U.S. plants covered by the agreement.

On October 13, 2022, we approved a plan that proposes to close the Melksham, United Kingdom tire manufacturing facility ("Melksham"), which was acquired in conjunction with the merger between the Company and Cooper Tire & Rubber Company ("Cooper Tire"). The proposed plan is intended to address long-standing competitiveness issues at Melksham. The proposed plan would also (i) consolidate our premium motorcycle tire production in Europe into a single center of excellence based in our Montlucon, France tire manufacturing facility, (ii) discontinue Cooper Tire's European motorsport program and (iii) transfer light truck tire production from the Montlucon facility to other tire manufacturing facilities in Europe. The proposed plan would include approximately 320 job reductions at Melksham. The plan remains subject to consultation with relevant employee representative bodies.

We expect to substantially complete this proposed rationalization plan by the end of 2023 and estimate total pre-tax charges associated with this proposed plan to be between $80 million and $90 million, of which $60 million to $70 million is expected to be cash charges primarily for associate-related and other exit costs. We recorded $32 million of pre-tax charges in the third quarter of 2022 and expect to record an additional approximately $10 million of pre-tax charges in the fourth quarter of 2022 related to this proposed plan. The majority of the remaining charges and cash outflows associated with this proposed plan are expected to occur in 2023.

Results of Operations

On June 7, 2021 (the "Closing Date"), we completed the acquisition of Cooper Tire. Since the Closing Date, Cooper Tire's operating results have been incorporated into our consolidated results of operations. For periods that are not fully comparable, we discuss the impact of Cooper Tire's operating results separately up to the point within those periods when consolidated results became comparable. Beginning in the third quarter of 2022, our comparative results for both the three months ended September 30, 2022 and 2021 include the results of Cooper Tire for each entire period and, therefore, are fully comparable.

During the third quarter and first nine months of 2022, our operating results reflected a difficult macroeconomic environment, including the strengthening of the U.S. dollar against most foreign currencies. Our results also reflect higher input costs partly offset by price and product mix and the benefits of our acquisition of Cooper Tire. Challenging market conditions persist, driven by the direct and indirect macroeconomic effects of the ongoing COVID-19 pandemic, the conflict in Ukraine and other global events, that continue to negatively influence our results.

Our global businesses are experiencing varying stages of recovery from the pandemic, as ongoing national and local efforts in certain countries, such as China, to contain the spread of COVID-19 and its related variants, such as renewed stay-at-home orders and other restrictions on mobility, continue to negatively impact economic conditions and our operations. For instance, some of our facilities, including our facilities in Pulandian and Kunshan, China, had to temporarily shut down or limit production at various times throughout the year because of these restrictions.

Increased demand for consumer products, supply chain disruptions and other factors have led to continuing inflationary cost pressures on our results, including higher costs for certain raw materials, higher transportation costs and higher energy costs. Energy cost increases have been more pronounced in Europe as a result of the indirect impacts of the conflict in Ukraine. Furthermore, shortages of certain automobile parts, such as semiconductors, continue to affect OE manufacturers' ability to produce consumer and commercial vehicles consistently, although the industry, and our volume, experienced some recovery during the third quarter of 2022.

We also continue to experience increased labor-related costs and manufacturing inefficiencies associated with the ongoing tight labor supply, particularly in the U.S.

Most of our global tire manufacturing facilities operated at or near full capacity during the third quarter of 2022. In order to address softening industry demand in EMEA and prevent the buildup of excess inventory, we plan to reduce production by approximately ten days (approximately 1.5 million units) in the fourth quarter of 2022 at most of our European tire manufacturing facilities. Other decisions to change production levels in the future will be based on an evaluation of market demand signals and inventory and supply levels, as well as the availability of sufficient qualified labor and our ability to continue to safeguard the health of our associates.

While it remains challenging to operate our business in Ukraine, we were able to resume shipments of tires into the country on a limited basis during the second quarter of 2022 and to expand our shipments during the third quarter of 2022. In addition, we previously suspended all shipments of tires to Russia during the first quarter of 2022. Goodyear's sales in Ukraine and Russia represented 0.3% and 1.2%, respectively, of our total 2021 net sales of $17.5 billion. We do not have manufacturing operations in either Ukraine or Russia, and we continue to take numerous actions to ensure continuity of supply for raw materials used in manufacturing, some of which are sourced from the impacted area. These actions include increasing our safety stocks when possible, identifying substitutes where appropriate and building alternate supplier relationships where necessary. Nonetheless, the ongoing conflict continues to aggravate the already challenging macroeconomic trends discussed above, including global supply chain disruptions, higher costs for certain raw materials and higher transportation and energy costs. The situation continues to be very dynamic, and we are continually assessing all potential impacts on our associates and business.

Our results for the third quarter of 2022 include a 3.1% decrease in tire unit shipments compared to 2021, as a result of lower tire volume in Americas and EMEA that was partially offset by tire volume growth in Asia Pacific. In the third quarter of 2022, we incurred approximately $239 million of additional costs related to inflation and other cost pressures, primarily higher transportation and energy costs.

Net sales in the third quarter of 2022 were $5,311 million, compared to $4,934 million in the third quarter of 2021. Net sales increased in the third quarter of 2022 primarily due to global improvements in price and product mix and higher sales in other tire-related businesses, driven by higher retail sales in Americas, growth in EMEA's Fleet Solutions, an increase in third-party chemical sales in Americas, and increased global aviation sales. These increases were partially offset by unfavorable foreign currency translation, driven by the strengthening of the U.S. dollar, and lower tire volume.

In the third quarter of 2022, Goodyear net income was $44 million, or $0.16 per share, compared to $132 million, or $0.46 per share, in the third quarter of 2021. The decrease in Goodyear net income was primarily due to higher Other Expense, an increase in rationalization charges, higher interest expense and higher U.S. and Foreign Tax Expense. Additionally, our results in the third quarter of 2021 included the impact of a severe winter storm in the U.S., which was estimated to negatively impact earnings by $2 million ($2 million after-tax and minority).

Total segment operating income for the third quarter of 2022 was $373 million, compared to $372 million in the third quarter of 2021. The increase was primarily due to global improvements in price and product mix of $742 million, which more than offset higher raw material costs of $538 million, $70 million of amortization expense in 2021 related to a fair value adjustment to the Closing Date inventory of Cooper Tire that was acquired by Goodyear, and higher earnings in other tire-related businesses of $21 million, driven by an increase in retread sales in Americas and EMEA and higher global aviation sales. These increases were partially offset by increased conversion costs of $110 million, higher transportation and import duty costs of $94 million for Americas and EMEA, and higher Selling, Administrative and General Expense ("SAG") of $15 million, all driven by the inflationary cost trends discussed above, as well as lower tire volume of $49 million, higher research and development costs of $10 million, and unfavorable foreign currency translation of $9 million driven by the strengthening of the U.S. dollar. Refer to "Results of Operations — Segment Information" for additional information.

Net sales in the first nine months of 2022 were $15,431 million, compared to $12,424 million in the first nine months of 2021. Net sales increased in the first nine months of 2022 primarily due to global improvements in price and product mix, the addition of an incremental $1,532 million of net sales from Cooper Tire during the first six months of 2022, higher sales in other tire-related businesses, driven by increased third-party chemical sales in Americas, higher aviation sales in Americas and EMEA, increased retail sales in Americas and growth in EMEA's Fleet Solutions, and higher tire volume in EMEA and Asia Pacific, partially offset by lower tire volume in Americas. These increases were partially offset by unfavorable foreign currency translation, primarily in EMEA and Asia Pacific, driven by the strengthening of the U.S. dollar.

In the first nine months of 2022, Goodyear net income was $306 million, or $1.07 per share, compared to $211 million, or $0.82 per share, in the first nine months of 2021. The increase in Goodyear net income was primarily due to higher segment operating income and an increase in Other Income driven by a gain for a sale and leaseback transaction in Americas in the second quarter of 2022. These increases were partially offset by higher U.S. and Foreign Tax Expense, reflecting higher pre-tax earnings, and higher interest expense. Additionally, our results in the first nine months of 2021 included the impact of a severe winter storm in the U.S., which was estimated to negatively impact earnings by $52 million ($42 million after-tax and minority).

Total segment operating income for the first nine months of 2022 was $1,040 million, compared to $897 million in the first nine months of 2021. The increase was primarily due to global improvements in price and product mix of $1,813 million, which more than offset higher raw material costs of $1,335 million, $70 million of amortization expense in the third quarter of 2021 related to the fair value adjustment to the Closing Date inventory of Cooper Tire that was acquired by Goodyear, higher earnings in other tire-related businesses of $49 million, primarily due to higher global aviation sales and an increase in retread sales in Americas and EMEA, and higher tire volume of $22 million. These increases were partially offset by increased conversion costs of $278 million, higher transportation and import duty costs of $217 million, primarily in Americas and EMEA, and higher SAG of $98 million, all driven by the inflationary cost trends discussed above, as well as a favorable indirect tax ruling in Brazil of $69 million in 2021 and unfavorable foreign currency translation of $18 million, primarily in EMEA and Asia Pacific, driven by the strengthening of the U.S. dollar. The remainder of the change was driven by the addition of Cooper Tire's operating results during the first six months of 2022, which included $40 million of amortization expense related to the fair value step-up of inventory. Refer to "Results of Operations — Segment Information" for additional information.

Liquidity

At September 30, 2022, we had $1,243 million of cash and cash equivalents as well as $3,085 million of unused availability under our various credit agreements, compared to $1,088 million and $4,345 million, respectively, at December 31, 2021. The increase in cash and cash equivalents of $155 million was primarily due to net borrowings of $1,500 million and cash proceeds of $108 million received from the sale and leaseback transaction in Americas in the second quarter of 2022, partially offset by capital expenditures of $765 million, cash used by operating activities of $627 million and the impact of foreign currency translation on cash and cash equivalents of $65 million driven by the strengthening of the U.S. dollar. Cash used by operating activities reflects cash used for working capital of $1,780 million, rationalization payments of $72 million and pension contributions and direct payments of $45 million, partially offset by net income for the period of $314 million, which includes non-cash charges for depreciation and amortization of $718 million, a non-cash gain of $95 million on the sale and leaseback transaction in Americas, non-cash rationalization charges of $82 million, and the impact of other changes to various assets and liabilities on the Balance Sheet.

Outlook

In the third quarter of 2022, we experienced lower consumer replacement volume in Americas and EMEA primarily as a result of moderate dealer destocking in mature markets. We experienced higher OE volume as a result of continued industry recovery; however, OE manufacturers continue to be affected by shortages of components and materials, which are limiting vehicle production compared to 2019 levels.

In the fourth quarter of 2022, we expect consumer replacement industry volume in Americas to remain stable compared to 2021 levels, to decline in EMEA given the outlook for weak economic activity in the region and to grow in Asia Pacific consistent with the third quarter of 2022. We expect global consumer OE volume growth on continued industry recovery. We expect our raw material costs to increase approximately $500 million in the fourth quarter of 2022 compared to 2021, including the impact of the stronger U.S. dollar and higher transportation and supplier costs. We anticipate price and product mix to more than offset raw material costs in the fourth quarter of 2022, with a net impact on earnings similar to that which we experienced in the third quarter of 2022. Natural and synthetic rubber prices and other commodity prices historically have been volatile, and our raw material costs could change based on future cost fluctuations and changes in foreign exchange rates. We continue to focus on price and product mix, to substitute lower cost materials where possible, to work to identify additional substitution opportunities, to reduce the amount of material required in each tire, and to pursue alternative raw materials to minimize the impact of higher raw material costs.

In addition to higher raw material costs, we expect the impact of other inflationary cost pressures to persist, particularly with respect to transportation, labor and energy costs. We expect the negative impact from non-raw material inflation in the fourth quarter of 2022 to be $250 million to $300 million compared to 2021. We continue to focus on actions to offset costs other than raw materials through cost savings initiatives, further price actions and improvements in product mix.

For the full year of 2022, we expect an increase in working capital of approximately $300 million to $500 million, reflecting higher unit inventory and higher inventory carrying values at the end of the year given a need to rebuild inventory to provide targeted service levels and inflation in cost of goods sold. We expect our capital expenditures to be between $1.0 billion and $1.1 billion. Our capital expenditures in 2022 are focused on projects to modernize certain of our manufacturing facilities and expand others to address supply constraints and growing demand, in addition to capital expenditures sustaining our facilities.

Refer to “Item 1A. Risk Factors” in our Form 10-K for the year ended December 31, 2021 (the "2021 Form 10-K") and our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022 for a discussion of the factors that may impact our business, results of operations, financial condition or liquidity and “Forward-Looking Information — Safe Harbor Statement” in this Quarterly Report on Form 10-Q for a discussion of our use of forward-looking statements.

RESULTS OF OPERATIONS

CONSOLIDATED

Three Months Ended September 30, 2022 and 2021

Net sales in the third quarter of 2022 were $5,311 million, increasing $377 million, or 7.6%, from $4,934 million in the third quarter of 2021. Goodyear net income was $44 million, or $0.16 per share, in the third quarter of 2022, compared to $132 million, or $0.46 per share, in the third quarter of 2021.

Net sales increased in the third quarter of 2022, primarily due to global improvements in price and product mix of $808 million and higher sales in other tire-related businesses of $98 million, driven by higher retail sales in Americas, growth in EMEA's Fleet Solutions, an increase in third-party chemical sales in Americas, and increased global aviation sales. These increases were partially offset by unfavorable foreign currency translation of $365 million, driven by the strengthening of the U.S. dollar, and lower tire volume of $162 million, representing lower tire volume in Americas and EMEA, partially offset by higher tire volume in Asia Pacific.

Worldwide tire unit sales in the third quarter of 2022 were 46.7 million units, decreasing 1.5 million units, or 3.1%, from 48.2 million units in the third quarter of 2021. Replacement tire volume decreased by 3.5 million units, or 9.0%, driven by lower tire volume in Americas and EMEA that was partially offset by tire volume growth in Asia Pacific. OE tire volume increased globally by 2.0 million units, or 25.6%, reflecting continued recovery from the impacts on vehicle production from global supply chain disruptions and shortages.

Cost of Goods Sold ("CGS") in the third quarter of 2022 was $4,305 million, increasing $411 million, or 10.6%, from $3,894 million in the third quarter of 2021. CGS increased primarily due to higher raw material costs of $538 million, higher conversion costs of $110 million driven by inflation and higher energy costs, higher transportation and import duty costs in Americas and EMEA of $94 million, higher costs in other tire-related businesses of $77 million driven by third-party chemical and retail sales in Americas and growth in EMEA's Fleet Solutions, and unfavorable product mix of $66 million, primarily in EMEA. These increases were partially offset by foreign currency translation of $310 million, driven by the strengthening of the U.S. dollar, lower tire volume of $113 million and $72 million ($53 million after-tax and minority) of amortization expense in 2021 related to the fair value adjustment to the Closing Date inventory of Cooper Tire that was acquired by Goodyear.

CGS in the third quarter of 2022 and 2021 included pension expense of $5 million and $6 million, respectively. CGS in the third quarter of 2021 included $2 million of incremental year-over-year savings from rationalization plans. CGS was 81.1% of sales in the third quarter of 2022, compared to 78.9% in the third quarter of 2021.

SAG in the third quarter of 2022 was $696 million, decreasing $31 million, or 4.3%, from $727 million in the third quarter of 2021. SAG decreased primarily due to foreign currency translation of $46 million, driven by the strengthening of the U.S. dollar. SAG also included decreases in wages and benefits of $14 million, including the impact of reduced incentive compensation, and lower advertising expense of $9 million. The remainder of the change in SAG primarily related to the inflationary and other cost pressures discussed above.

SAG in the third quarter of 2022 and 2021 included pension expense of $4 million for each period. SAG in the third quarter of 2022 included $5 million of incremental year-over-year savings from rationalization plans, compared to $2 million in 2021. SAG was 13.1% of sales in the third quarter of 2022, compared to 14.7% in the third quarter of 2021.

SAG and CGS in the third quarter of 2022 included a total of $6 million ($5 million after-tax and minority) of accelerated depreciation.

We recorded net rationalization charges of $45 million ($47 million after-tax and minority) in the third quarter of 2022, primarily related to the proposed plan to close Melksham and a plan to exit our retail operations in South Africa. Taken together, the full run rate savings for these two new plans are expected to be approximately $30 million by 2024. We recorded $13 million ($11 million after-tax and minority) of net rationalization charges in the third quarter of 2021 primarily related to the permanent closure of our Gadsden, Alabama tire manufacturing facility ("Gadsden") and the modernization of two of our tire manufacturing facilities in Germany. For further information, refer to Note to the Consolidated Financial Statements No. 4, Costs Associated with Rationalization Programs.

Interest expense in the third quarter of 2022 was $117 million, increasing $13 million, or 12.5%, from $104 million in the third quarter of 2021. The average interest rate was 5.49% in the third quarter of 2022, compared to 5.11% in the third quarter of 2021. The average debt balance was $8,525 million in the third quarter of 2022, compared to $8,137 million in the third quarter of 2021. The increase in average debt is primarily due to additional borrowings to support our working capital requirements in 2022.

Other (Income) Expense in the third quarter of 2022 was $42 million of expense, compared to $9 million of expense in the third quarter of 2021. Other (Income) Expense for the third quarter of 2022 includes $14 million ($11 million after-tax and minority)

of expense for intellectual property-related legal claims, an increase in net foreign currency exchange losses of $10 million, primarily due to the strengthening of the U.S. dollar, and pension settlement charges of $10 million ($7 million after-tax and minority). Other (Income) Expense for the third quarter of 2021 includes pension settlement charges of $11 million ($8 million after-tax and minority) and net gains on asset and other sales of $7 million ($5 million after-tax and minority), primarily related to the sale of land in Hanau, Germany.

For the third quarter of 2022, we recorded income tax expense of $58 million on income before income taxes of $106 million. Income tax expense for the three months ended September 30, 2022 includes net discrete tax expense of $2 million ($2 million after minority interest). In the third quarter of 2021, we recorded income tax expense of $53 million on income before income taxes of $187 million.

For further information regarding income taxes, refer to Note to the Consolidated Financial Statements No. 6, Income Taxes.

Minority shareholders' net income in the third quarter of 2022 was $4 million, compared to $2 million in 2021.

Nine Months Ended September 30, 2022 and 2021

Net sales in the first nine months of 2022 were $15,431 million, increasing $3,007 million, or 24.2%, from $12,424 million in the first nine months of 2021. Goodyear net income was $306 million, or $1.07 per share, in the first nine months of 2022, compared to $211 million, or $0.82 per share, in the first nine months of 2021.

Net sales increased in the first nine months of 2022 primarily due to global improvements in price and product mix of $1,856 million, the addition of an incremental $1,532 million of net sales from Cooper Tire during the first six months of 2022, higher sales in other tire-related businesses of $247 million, driven by increased third-party chemical sales in Americas, higher aviation sales primarily in Americas and EMEA, increased retail sales in Americas and growth in EMEA's Fleet Solutions, and higher tire volume of $134 million in EMEA and Asia Pacific, partially offset by lower tire volume in Americas. These increases were partially offset by unfavorable foreign currency translation of $758 million, primarily in EMEA and Asia Pacific, driven by the strengthening of the U.S. dollar.

Worldwide tire unit sales in the first nine months of 2022 were 137.3 million units, increasing 16.6 million units, or 13.8%, from 120.7 million units in the first nine months of 2021. Replacement tire volume increased globally by 12.3 million units, or 12.9%, driven by the addition of Cooper Tire's units. OE tire volume increased globally by 4.3 million units, or 17.2%, reflecting continued recovery from the direct and indirect impacts of the COVID-19 pandemic and the addition of Cooper Tire's units.

CGS in the first nine months of 2022 was $12,443 million, increasing $2,720 million, or 28.0%, from $9,723 million in the first nine months of 2021. CGS increased primarily due to higher raw material costs of $1,335 million, the addition of an incremental $1,194 million of CGS from Cooper Tire during the first six months of 2022, higher conversion costs of $278 million driven by inflation and higher energy costs, higher transportation and import duty costs of $217 million primarily in Americas and EMEA, higher costs in other tire-related businesses of $198 million driven by increased third-party chemical and retail sales in Americas and growth in EMEA's Fleet Solutions, higher tire volume of $112 million, and a favorable indirect tax ruling in Brazil of $69 million in 2021, of which $66 million ($43 million after-tax and minority) related to prior years. These increases were partially offset by foreign currency translation of $632 million, primarily in EMEA and Asia Pacific, driven by the strengthening of the U.S. dollar, and $72 million of amortization expense in the third quarter of 2021 related to the fair value adjustment to the Closing Date inventory of Cooper Tire that was acquired by Goodyear. CGS in the first nine months of 2022 included a gain of $14 million ($11 million after-tax and minority) due to a reduction in U.S. duty rates on certain commercial tires that were imported during 2020. CGS in the first nine months of 2021 included $38 million ($29 million after-tax and minority) of amortization expense during the first six months of 2021 related to the fair value adjustment to the Closing Date inventory of Cooper Tire that was acquired by Goodyear.

CGS in the first nine months of 2022 and 2021 included pension expense of $17 million and $15 million, respectively. CGS in the first nine months of 2022 included $1 million of incremental year-over-year savings from rationalization plans, compared to $60 million in 2021. CGS was 80.6% of sales in the first nine months of 2022, compared to 78.3% in the first nine months of 2021.

SAG in the first nine months of 2022 was $2,101 million, increasing $152 million, or 7.8%, from $1,949 million in the first nine months of 2021. SAG increased primarily due to the addition of incremental SAG from Cooper Tire during the first six months of 2022. SAG also included increases related to higher wages and benefits of $28 million, primarily due to inflation, and $95 million of other net cost increases reflecting the inflationary cost pressures discussed above. These increases were partially offset by foreign currency translation of $108 million, primarily in EMEA and Asia Pacific, driven by the strengthening of the U.S. dollar, and lower advertising expense of $9 million.

SAG in the first nine months of 2022 and 2021 included pension expense of $11 million and $13 million, respectively. SAG in both the first nine months of 2022 and 2021 included $7 million of incremental year-over-year savings from rationalization plans. SAG was 13.6% of sales in the first nine months of 2022, compared to 15.7% in the first nine months of 2021.

SAG and CGS in the first nine months of 2022 included a total of $6 million ($5 million after-tax and minority) of accelerated depreciation. SAG and CGS in the first nine months of 2021 included a total of $6 million ($4 million after-tax and minority) of transaction costs related to the Cooper Tire acquisition.

We recorded net rationalization charges of $82 million ($75 million after-tax and minority) in the first nine months of 2022 and $81 million ($72 million after-tax and minority) in the first nine months of 2021. Net rationalization charges in the first nine months of 2022 primarily related to the proposed plan to close Melksham, a plan to reduce duplicative global SAG headcount and close redundant warehouse locations in Americas as part of our ongoing Cooper Tire integration efforts, and a plan to exit our retail operations in South Africa. Net rationalization charges in the first nine months of 2021 primarily related to the modernization of two of our tire manufacturing facilities in Germany, the permanent closure of Gadsden and a plan to reduce SAG headcount in EMEA. For further information, refer to Note to the Consolidated Financial Statements No. 4, Costs Associated with Rationalization Programs.

Interest expense in the first nine months of 2022 was $331 million, increasing $51 million, or 18.2%, from $280 million in the first nine months of 2021. Interest expense in the first nine months of 2021 included a $5 million ($4 million after-tax and minority) charge related to the redemption of our former $1.0 billion 5.125% senior notes due 2023. The average interest rate was 5.34% in the first nine months of 2022 compared to 5.28% in the first nine months of 2021. The average debt balance was $8,265 million in the first nine months of 2022 compared to $7,073 million in the first nine months of 2021. The increase in average debt is primarily due to additional borrowings that were used to partially fund the Cooper Tire acquisition in the second quarter of 2021 and to support our working capital requirements in 2022.

Other (Income) Expense in the first nine months of 2022 was $18 million of income, compared to $73 million of expense in the first nine months of 2021. Other (Income) Expense for the first nine months of 2022 includes net gains on asset sales of $98 million ($75 million after-tax and minority) primarily related to the sale and leaseback transaction in Americas, pension settlement charges of $28 million ($21 million after-tax and minority), and $15 million of expense ($11 after-tax and minority) for intellectual property-related legal claims. Other (Income) Expense for the first nine months of 2021 includes $49 million ($41 million after-tax and minority) of transaction and other costs related to the Cooper Tire acquisition, $48 million ($32 million after-tax and minority) of interest income related to the favorable indirect tax ruling in Brazil, pension settlement charges of $30 million ($22 million after-tax and minority), net gains on asset and other sales of $7 million ($5 million after-tax and minority) primarily related to the sale of land in Hanau, Germany, and an out of period adjustment of $7 million ($7 million after-tax and minority) of expense related to foreign currency exchange in Americas.

For the first nine months of 2022, we recorded income tax expense of $178 million on income before income taxes of $492 million. Income tax expense for the nine months ended September 30, 2022 includes net discrete tax expense of $20 million ($20 million after minority interest), including charges of $14 million to write off deferred tax assets related to tax loss carryforwards in the UK and $11 million to establish a full valuation allowance on our net deferred tax assets in Russia, partially offset by a net benefit of $5 million for various other items.

For the first nine months of 2021, we recorded income tax expense of $95 million on income before income taxes of $318 million. Income tax expense for the nine months ended September 30, 2021 includes a net discrete tax benefit of $30 million ($30 million after minority interest), primarily related to adjusting our deferred tax assets in England for an enacted increase in the tax rate, partially offset by net discrete charges for various other items, including the settlement of a tax audit in Poland.

We record taxes based on overall estimated annual effective tax rates. The difference between our effective tax rate and the U.S. statutory rate of 21% for the nine months ended September 30, 2022 primarily relates to losses in foreign jurisdictions in which no tax benefits are recorded and the discrete items noted above. The difference between our effective tax rate and the U.S. statutory rate of 21% for the nine months ended September 30, 2021 primarily relates to the tax on the favorable indirect tax ruling in Brazil during the second quarter of 2021, losses in foreign jurisdictions in which no tax benefits are recorded, and the discrete items noted above.

On August 16, 2022, the Inflation Reduction Act (the "Act") was signed into law in the U.S. The Act includes a new 15% corporate alternative minimum tax ("AMT"). This AMT applies to tax years beginning after December 31, 2022 for companies with average annual adjusted financial statement income over the previous three years in excess of $1 billion. For 2023, we do not anticipate this AMT will apply to us due to the significant pandemic-driven losses we incurred in 2020. As allowed, we elected to not consider the estimated impact of potential future AMT obligations for purposes of assessing valuation allowances on our deferred tax assets.

At both September 30, 2022 and December 31, 2021, we had approximately $1.2 billion of U.S. federal, state and local net deferred tax assets, net of valuation allowances totaling $26 million primarily for state tax loss carryforwards with limited lives. In the U.S., we have a cumulative loss for the three-year period ending September 30, 2022. However, as the three-year cumulative loss in the U.S. is driven by business disruptions created by the COVID-19 pandemic, primarily in 2020, and only includes the favorable impact of the Cooper Tire acquisition since the Closing Date, we also considered other objectively verifiable information in assessing our ability to utilize our net deferred tax assets, including continued favorable overall volume trends in the tire industry and our tire volume compared to 2020 levels. In addition, the Cooper Tire acquisition has generated significant incremental domestic earnings since the Closing Date and provides opportunities for cost and other operating synergies to further improve our U.S. profitability.

At both September 30, 2022 and December 31, 2021, our U.S. net deferred tax assets described above include $339 million of foreign tax credits with limited lives, net of valuation allowances of $2 million. Our earnings and forecasts of future profitability, taking into consideration recent trends, along with three significant sources of foreign income, provide us sufficient positive evidence that we will be able to utilize these net foreign tax credits which expire through 2030. Our sources of foreign income are (1) 100% of our domestic profitability can be re-characterized as foreign source income under current U.S. tax law to the extent domestic losses have offset foreign source income in prior years, (2) annual net foreign source income, exclusive of dividends, primarily from royalties, and (3) tax planning strategies, including capitalizing research and development costs, accelerating income on cross border transactions, including sales of inventory or raw materials to our subsidiaries, reducing U.S. interest expense by, for example, reducing intercompany loans through repatriating current year earnings of foreign subsidiaries, and other financing transactions, all of which would increase our domestic profitability.

We consider our current forecasts of future profitability in assessing our ability to realize our deferred tax assets, including our foreign tax credits. These forecasts include the impact of recent trends, including various macroeconomic factors such as the impact of higher raw material, transportation, labor and energy costs, on our profitability, as well as the impact of tax planning strategies. These macroeconomic factors possess a high degree of volatility and can significantly impact our profitability. As such, there is a risk that future earnings will not be sufficient to fully utilize our U.S. net deferred tax assets, including our foreign tax credits. However, we believe our forecasts of future profitability along with the three significant sources of foreign income described above provide us sufficient positive, objectively verifiable evidence to conclude that it is more likely than not that, at September 30, 2022, our U.S. net deferred tax assets, including our foreign tax credits, net of valuation allowances, will be fully utilized.

At September 30, 2022 and December 31, 2021, we also had approximately $1.1 billion and $1.3 billion of foreign net deferred tax assets, respectively, and related valuation allowances of $900 million and $1.0 billion, respectively. Our losses in various foreign taxing jurisdictions in recent periods represented sufficient negative evidence to require us to maintain a full valuation allowance against certain of these net foreign deferred tax assets. Most notably, in Luxembourg, we maintain a valuation allowance of approximately $755 million on all of our net deferred tax assets. Each reporting period, we assess available positive and negative evidence and estimate if sufficient future taxable income will be generated to utilize these existing deferred tax assets. We do not believe that sufficient positive evidence required to release valuation allowances having a significant impact on our financial position or results of operations will exist within the next twelve months.

For further information regarding income taxes and the realizability of our deferred tax assets, including our foreign tax credits, refer to Note to the Consolidated Financial Statements No. 6, Income Taxes.

Minority shareholders’ net income in the first nine months of 2022 was $8 million, compared to $12 million in 2021.

SEGMENT INFORMATION

Segment information reflects our strategic business units (“SBUs”), which are organized to meet customer requirements and global competition and are segmented on a regional basis. Since the Closing Date, Cooper Tire's operating results have been incorporated into each of our SBUs. For periods that are not fully comparable, we discuss the impact of Cooper Tire's operating results separately up to the point within those periods when Cooper Tire's results became comparable. Beginning in the third quarter of 2022, our comparative results for both the three months ended September 30, 2022 and 2021 include the results of Cooper Tire for each entire period and, therefore, are fully comparable.

Results of operations are measured based on net sales to unaffiliated customers and segment operating income. Each segment exports tires to other segments. The financial results of each segment exclude sales of tires exported to other segments, but include operating income derived from such transactions. Segment operating income is computed as follows: Net Sales less CGS (excluding asset write-off and accelerated depreciation charges) and SAG (including certain allocated corporate administrative expenses). Segment operating income also includes certain royalties and equity in earnings of most affiliates. Segment operating income does not include net rationalization charges (credits), asset sales and certain other items.

Total segment operating income for the third quarter of 2022 was $373 million, an increase of $1 million, or 0.3%, from $372 million in the third quarter of 2021. Total segment operating margin in the third quarter of 2022 was 7.0%, compared to 7.5% in the third quarter of 2021. Total segment operating income for the first nine months of 2022 was $1,040 million, an increase of $143 million, or 15.9%, from $897 million in the first nine months of 2021. Total segment operating margin in the first nine months of 2022 was 6.7%, compared to 7.2% in the first nine months of 2021.

Management believes that total segment operating income is useful because it represents the aggregate value of income created by our SBUs and excludes items not directly related to the SBUs for performance evaluation purposes. Total segment operating income is the sum of the individual SBUs' segment operating income. Refer to Note to the Consolidated Financial Statements No. 8, Business Segments, for further information and for a reconciliation of total segment operating income to Income before Income Taxes.

Americas

	Three Months Ended September 30,				Nine Months Ended September 30,			
(In millions)	2022	2021	Change	Percent Change	2022	2021	Change	Percent Change
Tire Units	24.1	25.9	(1.8)	(7.0)%	69.6	60.4	9.2	15.2%
Net Sales	$ 3,304	$ 2,967	$ 337	11.4%	$ 9,366	$ 7,010	$ 2,356	33.6%
Operating Income	306	259	47	18.1%	815	606	209	34.5%
Operating Margin	9.3%	8.7%			8.7%	8.6%		

Three Months Ended September 30, 2022 and 2021

Americas unit sales in the third quarter of 2022 decreased 1.8 million units, or 7.0%, to 24.1 million units. Replacement tire volume decreased 2.2 million units, or 10.2%, primarily in our consumer business in the U.S. and Canada, driven by lower wholesaler inventory and lower share. OE tire volume increased 0.4 million units, or 14.9%, primarily in our consumer business in the U.S., Brazil and Canada.

Net sales in the third quarter of 2022 were $3,304 million, increasing $337 million, or 11.4%, from $2,967 million in the third quarter of 2021. The increase in net sales was primarily due to favorable price and product mix of $445 million, driven by price increases, and higher sales in other tire-related businesses of $72 million primarily due to higher retail, third-party chemical and aviation sales. These increases were partially offset by lower tire volume of $166 million and unfavorable foreign currency translation of $14 million, primarily related to a weakening of the Brazilian real and Canadian dollar.

Operating income in the third quarter of 2022 was $306 million, increasing $47 million, or 18.1%, from $259 million in the third quarter of 2021. The increase in operating income was due to improvements in price and product mix of $439 million, which more than offset higher raw material costs of $263 million, $61 million of amortization expense in 2021 related to the fair value adjustment to the Closing Date inventory of Cooper Tire that was acquired by Goodyear, and higher earnings in other tire-related businesses of $13 million. These increases were partially offset by increased transportation and import duty costs of $76 million, higher conversion costs of $73 million driven by inflation, and lower tire volume of $48 million. SAG costs for 2022 include incremental savings from rationalizations plans of $4 million. We estimate that the national strike in Colombia and the severe winter storm in the U.S. that occurred in 2021 negatively impacted Americas operating income in the third quarter of 2021 by approximately $5 million ($5 million after-tax and minority) and $1 million, respectively.

Operating income in the third quarter of 2022 excluded net rationalization charges of $4 million. Operating income in the third quarter of 2021 excluded net rationalization charges of $11 million.

Nine Months Ended September 30, 2022 and 2021

Americas unit sales in the first nine months of 2022 increased 9.2 million units, or 15.2%, to 69.6 million units. Replacement tire volume increased 8.2 million units, or 16.2%, primarily due the addition of Cooper Tire's units, partially offset by a decrease in our consumer business in the U.S. OE tire volume increased 1.0 million units, or 10.6%, despite the ongoing negative impacts to vehicle production as a result of global supply chain disruptions, including shortages of key manufacturing components, such as semiconductors, and was driven by our consumer business in the U.S., Canada and Brazil.

Net sales in the first nine months of 2022 were $9,366 million, increasing $2,356 million, or 33.6%, from $7,010 million in the first nine months of 2021. The increase in net sales was primarily due to the addition of an incremental $1,355 million of net sales for Cooper Tire during the first six months of 2022, favorable price and product mix of $1,095 million, driven by price increases, and higher sales in other tire-related businesses of $173 million, primarily due to higher third-party chemical, retail, aviation and retread sales. These increases were partially offset by lower tire volume of $273 million. We estimate that the severe winter storm in the U.S. negatively impacted Americas net sales for the first nine months of 2021 by approximately $35 million.

Operating income in the first nine months of 2022 was $815 million, increasing $209 million, or 34.5%, from $606 million in the first nine months of 2021. The increase in operating income was due to improvements in price and product mix of $1,072 million, which more than offset higher raw material costs of $650 million, $61 million of amortization expense in the third quarter of 2021 related to the fair value adjustment to the Closing Date inventory of Cooper Tire that was acquired by Goodyear, higher earnings in other tire-related businesses of $26 million, primarily due to higher aviation sales, and the net impact of out of period adjustments in 2021 totaling $6 million ($6 million after-tax and minority) of expense primarily related to inventory and accrued freight charges. These increases were partially offset by increased transportation and import duty costs of $177 million, higher conversion costs of $139 million, driven by inflation, lower tire volume of $78 million, the favorable indirect tax ruling in Brazil of $69 million in 2021, and higher SAG of $19 million, primarily due to inflation. The remainder of the change was driven by the addition of Cooper Tire's operating results during the first six months of 2022, which included $35 million of amortization expense related to the fair value step-up of inventory. SAG costs for 2022 include incremental savings from rationalizations plans of $4 million. We estimate that the severe winter storm in the U.S. as well as a national strike in Colombia negatively impacted Americas operating income in 2021 by approximately $42 million and $9 million ($9 million after-tax and minority), respectively.

Operating income in the first nine months of 2022 excluded net rationalization charges of $22 million and net gains on asset sales of $98 million, primarily related to the sale and leaseback transaction in the second quarter of 2022. Operating income in the first nine months of 2021 excluded net rationalization charges of $29 million.

Europe, Middle East and Africa

	Three Months Ended September 30,				Nine Months Ended September 30,			
(In millions)	2022	2021	Change	Percent Change	2022	2021	Change	Percent Change
Tire Units	13.3	14.2	(0.9)	(6.5)%	42.3	38.9	3.4	8.8%
Net Sales	$ 1,358	$ 1,397	$ (39)	(2.8)%	$ 4,281	$ 3,858	$ 423	11.0%
Operating Income	30	81	(51)	(63.0)%	141	198	(57)	(28.8)%
Operating Margin	2.2%	5.8%			3.3%	5.1%		

Three Months Ended September 30, 2022 and 2021

EMEA unit sales in the third quarter of 2022 decreased 0.9 million units, or 6.5%, to 13.3 million units. Replacement tire volume decreased 1.6 million units, or 13.5%, primarily in our consumer business, reflecting decreased industry demand due to reduced sell out and trade inventory rebalancing. OE tire volume increased 0.7 million units, or 32.3%, reflecting increased demand from improved vehicle production and share gains driven by new consumer fitments.

Net sales in the third quarter of 2022 were $1,358 million, decreasing $39 million, or 2.8%, from $1,397 million in the third quarter of 2021. The decrease in net sales was primarily due to unfavorable foreign currency translation of $302 million, driven by a weaker euro, Turkish lira, British pound and Polish zloty, and lower tire volume of $78 million. These decreases were partially offset by improvements in price and product mix of $316 million, driven by price increases, and higher sales in other tire-related businesses of $27 million, primarily due to growth in Fleet Solutions.

Operating income in the third quarter of 2022 was $30 million, decreasing $51 million, or 63.0%, from $81 million in the third quarter of 2021. The decrease in operating income was primarily due to higher conversion costs of $40 million, reflecting higher energy costs and other inflationary cost pressures, lower tire volume of $21 million, higher SAG of $20 million, driven by inflation and increased wages and benefits, and higher transportation and import duty costs of $18 million. These decreases were partially offset by improvements in price and product mix of $247 million, which more than offset higher raw material costs of $206 million, and higher earnings in other tire related businesses of $7 million.

Operating income in the third quarter of 2022 excluded net rationalization charges of $42 million. Operating income in the third quarter of 2021 excluded a net gain on asset sales of $8 million, net rationalization charges of $2 million and accelerated depreciation of $1 million.

Nine Months Ended September 30, 2022 and 2021

EMEA unit sales in the first nine months of 2022 increased 3.4 million units, or 8.8%, to 42.3 million units. Replacement tire volume increased 2.8 million units, or 9.2%, primarily in our consumer business, reflecting increased industry demand due to continued recovery from the direct and indirect impacts of the COVID-19 pandemic, our ongoing initiative to align distribution in Europe and the addition of Cooper Tire’s units. OE tire volume increased 0.6 million units, or 7.3%, reflecting share gains driven by new consumer fitments and increased demand from improved vehicle production.

Net sales in the first nine months of 2022 were $4,281 million, increasing $423 million, or 11.0%, from $3,858 million in the first nine months of 2021. Net sales increased primarily due to improvements in price and product mix of $686 million, driven

by price increases, higher tire volume of $230 million, the addition of an incremental $105 million of net sales from Cooper Tire during the first six months of 2022, and higher sales in other tire-related businesses of $81 million, primarily due to growth in Fleet Solutions and an increase in aviation, motorcycle and retread sales. These increases were partially offset by unfavorable foreign currency translation of $675 million, driven by a weaker euro, Turkish lira, Polish zloty and British pound.

Operating income in the first nine months of 2022 was $141 million, decreasing $57 million, or 28.8%, from $198 million in the first nine months of 2021. The decrease in operating income was primarily due to higher conversion costs of $133 million, reflecting higher energy costs and other inflationary cost pressures, higher SAG of $79 million primarily related to inflation, higher wages and benefits and higher advertising costs, increased transportation and import duty costs of $39 million, and unfavorable foreign currency translation of $12 million, driven by a weaker euro, Turkish lira, Polish zloty and British pound. These decreases were partially offset by improvements in price and product mix of $630 million, which more than offset higher raw material costs of $515 million, higher tire volume of $57 million, and higher earnings in other tire-related businesses of $20 million. The remainder of the change was driven by the addition of Cooper Tire's operating results during the first six months of 2022. SAG and conversion costs for 2022 include incremental savings from rationalization plans of $3 million and $1 million, respectively.

Operating income in the first nine months of 2022 excluded net rationalization charges of $56 million. Operating income in the first nine months of 2021 excluded net rationalization charges of $46 million, a net gain on asset sales of $8 million and accelerated depreciation of $1 million.

Asia Pacific

	Three Months Ended September 30,				Nine Months Ended September 30,			
(In millions)	2022	2021	Change	Percent Change	2022	2021	Change	Percent Change
Tire Units	9.3	8.1	1.2	15.5%	25.4	21.4	4.0	18.7%
Net Sales	$ 649	$ 570	$ 79	13.9%	$ 1,784	$ 1,556	$ 228	14.7%
Operating Income	37	32	5	15.6%	84	93	(9)	(9.7)%
Operating Margin	5.7%	5.6%			4.7%	6.0%		

Three Months Ended September 30, 2022 and 2021

Asia Pacific unit sales in the third quarter of 2022 increased 1.2 million units, or 15.5%, to 9.3 million units. OE tire volume increased 0.9 million units, or 32.7%, primarily due to continued recovery from the impact on vehicle production of global supply chain disruptions, including shortages of key manufacturing components, such as semiconductors, and share gains driven by new OE fitments. Replacement tire volume increased 0.3 million units, or 6.1%, as we continued to expand our distribution network.

Net sales in the third quarter of 2022 were $649 million, increasing $79 million, or 13.9%, from $570 million in the third quarter of 2021. Net sales increased due to higher tire volume of $82 million and favorable price and product mix of $47 million, driven by price increases. These increases were partially offset by unfavorable foreign currency translation of $49 million, primarily related to the strengthening of the U.S. dollar against the Japanese yen, Indian rupee and Chinese yuan.

Operating income in the third quarter of 2022 was $37 million, increasing $5 million, or 15.6%, from $32 million in the third quarter of 2021. The increase in operating income was primarily due to favorable price and product mix of $56 million, higher tire volume of $20 million, and lower conversion costs of $3 million. These increases were partially offset by higher raw material costs of $69 million and unfavorable foreign currency translation of $6 million, primarily related to the strengthening of the U.S. dollar against the Japanese yen, Indian rupee and Chinese yuan.

Nine Months Ended September 30, 2022 and 2021

Asia Pacific unit sales in the first nine months of 2022 increased 4.0 million units, or 18.7%, to 25.4 million units. OE tire volume increased 2.7 million units, or 37.3%. Replacement tire volume increased 1.3 million units, or 9.0%. These increases were primarily due to recovery from the direct and indirect economic impacts of the COVID-19 pandemic and the addition of Cooper Tire's units.

Net sales in the first nine months of 2022 were $1,784 million, increasing $228 million, or 14.7%, from $1,556 million in the first nine months of 2021. Net sales increased due to higher tire volume of $177 million, favorable price and product mix of $75 million, driven by price increases, and the addition of an incremental $72 million of net sales from Cooper Tire during the first six months of 2022. These increases were partially offset by unfavorable foreign currency translation of $89 million, primarily related to the strengthening of the U.S. dollar against the Japanese yen, Australian dollar and Indian rupee.

Operating income in the first nine months of 2022 was $84 million, decreasing $9 million, or 9.7%, from $93 million in the first nine months of 2021. The decrease in operating income was primarily due to higher raw material costs of $170 million and unfavorable foreign currency translation of $8 million, primarily related to the strengthening of the U.S. dollar against the

Japanese yen and Indian rupee. These decreases were partially offset by favorable price and product mix of $111 million and higher tire volume of $43 million. The remainder of the change was driven by the addition of Cooper Tire's operating results during the first six months of 2022.

LIQUIDITY AND CAPITAL RESOURCES

Our primary sources of liquidity are cash generated from our operating and financing activities. Our cash flows from operating activities are driven primarily by our operating results and changes in our working capital requirements and our cash flows from financing activities are dependent upon our ability to access credit or other capital.

At September 30, 2022, we had $1,243 million in cash and cash equivalents, compared to $1,088 million at December 31, 2021. For the nine months ended September 30, 2022, net cash used by operating activities was $627 million, reflecting cash used for working capital of $1,780 million, rationalization payments of $72 million and pension contributions and direct payments of $45 million, partially offset by net income for the period of $314 million, which includes non-cash charges for depreciation and amortization of $718 million, a non-cash gain of $95 million on the sale and leaseback transaction in Americas, non-cash rationalization charges of $82 million, and the impact of other changes to various assets and liabilities on the Balance Sheet. Net cash used by investing activities was $648 million, primarily representing capital expenditures of $765 million, partially offset by cash proceeds of $108 million received from the sale and leaseback transaction in Americas. Cash provided by financing activities was $1,500 million, primarily due to net borrowings.

At September 30, 2022, we had $3,085 million of unused availability under our various credit agreements, compared to $4,345 million at December 31, 2021. The table below presents unused availability under our credit facilities at those dates:

(In millions)	September 30, 2022	December 31, 2021
First lien revolving credit facility	$ 2,082	$ 2,314
European revolving credit facility	293	908
Chinese credit facilities	500	622
Mexican credit facility	—	42
Other foreign and domestic debt	210	459
	$ 3,085	**$ 4,345**

We have deposited our cash and cash equivalents and entered into various credit agreements and derivative contracts with financial institutions that we considered to be substantial and creditworthy at the time of such transactions. We seek to control our exposure to these financial institutions by diversifying our deposits, credit agreements and derivative contracts across multiple financial institutions, by setting deposit and counterparty credit limits based on long term credit ratings and other indicators of credit risk such as credit default swap spreads, and by monitoring the financial strength of these financial institutions on a regular basis. We also enter into master netting agreements with counterparties when possible. By controlling and monitoring exposure to financial institutions in this manner, we believe that we effectively manage the risk of loss due to nonperformance by a financial institution. However, we cannot provide assurance that we will not experience losses or delays in accessing our deposits or lines of credit due to the nonperformance of a financial institution. Our inability to access our cash deposits or make draws on our lines of credit, or the inability of a counterparty to fulfill its contractual obligations to us, could have a material adverse effect on our liquidity, financial condition or results of operations in the period in which it occurs.

We expect our 2022 full-year cash flow needs to include capital expenditures of $1.0 billion to $1.1 billion. We also expect interest expense to be approximately $460 million; rationalization payments to be approximately $125 million; income tax payments to be $150 million to $175 million, excluding one-time items; and contributions to our funded pension plans to be $25 million to $50 million. We expect working capital to be a use of cash for the full year of 2022 of $300 million to $500 million.

We are continuing to actively monitor our liquidity and intend to operate our business in a way that allows us to address our cash flow needs with our existing cash and available credit if they cannot be funded by cash generated from operating or other financing activities. We believe that our liquidity position is adequate to fund our operating and investing needs and debt maturities for the next twelve months and to provide us with the ability to respond to further changes in the business environment.

Our ability to service debt and operational requirements is also dependent, in part, on the ability of our subsidiaries to make distributions of cash to various other entities in our consolidated group, whether in the form of dividends, loans or otherwise. In certain countries where we operate, such as China, South Africa, Serbia and Argentina, transfers of funds into or out of such countries by way of dividends, loans, advances or payments to third-party or affiliated suppliers are generally or periodically subject to certain requirements, such as obtaining approval from the foreign government and/or currency exchange board before net assets can be transferred out of the country. In addition, certain of our credit agreements and other debt instruments limit the ability of foreign subsidiaries to make distributions of cash. Thus, we would have to repay and/or amend these credit agreements and other debt instruments in order to use this cash to service our consolidated debt. Because of the inherent uncertainty of

satisfactorily meeting these requirements or limitations, we do not consider the net assets of our subsidiaries, including our Chinese, South African, Serbian and Argentinian subsidiaries, which are subject to such requirements or limitations to be integral to our liquidity or our ability to service our debt and operational requirements. At September 30, 2022, approximately $949 million of net assets, including approximately $270 million of cash and cash equivalents, were subject to such requirements. The requirements we must comply with to transfer funds out of China, South Africa, Serbia and Argentina have not adversely impacted our ability to make transfers out of those countries.

Operating Activities

Net cash used by operating activities was $627 million in the first nine months of 2022, compared to net cash used by operating activities of $2 million in the first nine months of 2021. The $625 million increase in net cash used by operating activities was primarily due to a net increase in cash used for working capital of $716 million, partially offset by higher earnings in our SBUs of $143 million, which included a decrease of $110 million in non-cash amortization charges for the inventory fair value adjustment related to the Cooper Tire acquisition in 2021, lower rationalization payments of $90 million, lower cash payments for transaction and other costs related to the Cooper Tire acquisition of $39 million, lower cash payments for income taxes of $27 million, and lower pension contributions and direct payments of $26 million. The remainder of the increase in net cash used by operating activities was driven by a net unfavorable change of $87 million in Balance Sheet accounts for Compensation and Benefits, Other Current Liabilities and Other Assets and Liabilities.

The net increase in cash used for working capital reflects increases in cash used for Inventory of $656 million and Accounts Receivable of $417 million, partially offset by an increase in cash provided by Accounts Payable - Trade of $357 million. These changes were driven by the impact of current year inflationary cost pressures on our manufacturing operations and pricing and the impact of Cooper Tire.

Investing Activities

Net cash used by investing activities was $648 million in the first nine months of 2022, compared to $2,491 million in the first nine months of 2021. Net cash used by investing activities in the first nine months of 2021 includes the payment of $1,856 million for the cash portion of the purchase price related to the Cooper Tire acquisition, net of cash and restricted cash acquired. Capital expenditures were $765 million in the first nine months of 2022, compared to $666 million in the first nine months of 2021. Beyond expenditures required to sustain our facilities, capital expenditures in 2022 and 2021 primarily related to the modernization and expansion of tire manufacturing facilities around the world. Net cash provided by investing activities in the first nine months of 2022 also includes $108 million of cash proceeds related to the sale and leaseback transaction in Americas.

Financing Activities

Net cash provided by financing activities was $1,500 million in the first nine months of 2022, compared to net cash provided by financing activities of $2,155 million in the first nine months of 2021. Financing activities in the first nine months of 2022 included net borrowings of $1,500 million. Financing activities in the first nine months of 2021 included net borrowings of $2,257 million, partially offset by $98 million of debt-related costs and other financing transactions.

Credit Sources

In aggregate, we had total credit arrangements of $11,607 million available at September 30, 2022, of which $3,085 million were unused, compared to $11,628 million available at December 31, 2021, of which $4,345 million were unused. At September 30, 2022, we had long term credit arrangements totaling $10,763 million, of which $2,796 million were unused, compared to $10,624 million and $3,785 million, respectively, at December 31, 2021. At September 30, 2022, we had short term committed and uncommitted credit arrangements totaling $844 million, of which $289 million were unused, compared to $1,004 million and $560 million, respectively, at December 31, 2021. The continued availability of the short term uncommitted arrangements is at the discretion of the relevant lender and may be terminated at any time.

Outstanding Notes

At September 30, 2022, we had $5,524 million of outstanding notes compared to $5,591 million at December 31, 2021.

$2.75 billion Amended and Restated First Lien Revolving Credit Facility due 2026

On September 15, 2022, we amended our $2.75 billion first lien revolving credit facility to change the base interest rate from LIBOR to SOFR. Our first lien revolving credit facility is available in the form of loans or letters of credit. Up to $800 million in letters of credit and $50 million of swingline loans are available for issuance under the facility. Subject to the consent of the lenders whose commitments are to be increased, we may request that the facility be increased by up to $250 million.

Our obligations under the facility are guaranteed by most of our wholly-owned U.S. and Canadian subsidiaries. Our obligations under the facility and our subsidiaries' obligations under the related guarantees are secured by first priority security interests in a variety of collateral. Based on our current liquidity, amounts drawn under this facility bear interest at SOFR plus 125 basis points.

Availability under the facility is subject to a borrowing base, which is based on (i) eligible accounts receivable and inventory of The Goodyear Tire & Rubber Company and certain of its U.S. and Canadian subsidiaries, (ii) the value of our principal trademarks in an amount not to exceed $400 million, (iii) the value of eligible machinery and equipment, and (iv) certain cash in an amount not to exceed $275 million. To the extent that our eligible accounts receivable, inventory and other components of the borrowing base decline in value, our borrowing base will decrease and the availability under the facility may decrease below $2.75 billion. As of September 30, 2022, our borrowing base was above the facility's stated amount of $2.75 billion.

At September 30, 2022, we had $665 million of borrowings and $3 million of letters of credit issued under the revolving credit facility. At December 31, 2021, we had no borrowings and $19 million of letters of credit issued under the revolving credit facility.

€800 million Amended and Restated Senior Secured European Revolving Credit Facility due 2028

On October 12, 2022, we amended and restated our European revolving credit facility. Significant changes to the European revolving credit facility include extending the maturity to January 14, 2028 and changing the base interest rate for loans denominated in U.S. dollars from LIBOR to SOFR.

The European revolving credit facility consists of (i) a €180 million German tranche that is available only to Goodyear Germany GmbH and (ii) a €620 million all-borrower tranche that is available to Goodyear Europe B.V. ("GEBV"), Goodyear Germany and Goodyear Operations S.A. Up to €175 million of swingline loans and €75 million in letters of credit are available for issuance under the all-borrower tranche. Amounts drawn under this facility will bear interest at SOFR plus 150 basis points for loans denominated in U.S. dollars, EURIBOR plus 150 basis points for loans denominated in euros, and SONIA plus 150 basis points for loans denominated in pounds sterling. Undrawn amounts under the facility are subject to an annual commitment fee of 25 basis points. Subject to the consent of the lenders whose commitments are to be increased, we may request that the facility be increased by up to €200 million.

At September 30, 2022, there were $176 million (€180 million) of borrowings outstanding under the German tranche, $312 million (€320 million) of borrowings outstanding under the all-borrower tranche and no letters of credit outstanding under the European revolving credit facility. At December 31, 2021, we had no borrowings and no letters of credit outstanding under the European revolving credit facility.

Each of our first lien revolving credit facility and our European revolving credit facility have customary representations and warranties including, as a condition to borrowing, that all such representations and warranties are true and correct, in all material respects, on the date of the borrowing, including representations as to no material adverse change in our business or financial condition since December 31, 2020 under the first lien facility and December 31, 2021 under the European facility.

Accounts Receivable Securitization Facilities (On-Balance Sheet)

GEBV and certain other of our European subsidiaries are parties to a pan-European accounts receivable securitization facility that expires in 2027. The terms of the facility provide the flexibility to designate annually the maximum amount of funding available under the facility in an amount of not less than €30 million and not more than €450 million. For the period from October 19, 2021 through October 19, 2022, the designated maximum amount of the facility was €300 million. For the period from October 20, 2022 through October 18, 2023, the designated maximum amount of the facility will remain €300 million.

The facility involves an ongoing daily sale of substantially all of the trade accounts receivable of certain GEBV subsidiaries. These subsidiaries retain servicing responsibilities. Utilization under this facility is based on eligible receivable balances.

The funding commitments under the facility will expire upon the earliest to occur of: (a) October 19, 2027, (b) the non-renewal and expiration (without substitution) of all of the back-up liquidity commitments, (c) the early termination of the facility according to its terms (generally upon an Early Amortisation Event (as defined in the facility), which includes, among other things, events similar to the events of default under our first lien revolving credit facility; certain tax law changes; or certain changes to law, regulation or accounting standards), or (d) our request for early termination of the facility. The facility’s current back-up liquidity commitments will expire on October 18, 2023.

At September 30, 2022, the amounts available and utilized under this program totaled $283 million (€290 million). At December 31, 2021, the amounts available and utilized under this program totaled $279 million (€246 million). The program does not qualify for sale accounting, and accordingly, these amounts are included in Long Term Debt and Finance Leases.

Accounts Receivable Factoring Facilities (Off-Balance Sheet)

We have sold certain of our trade receivables under off-balance sheet programs. For these programs, we have concluded that there is generally no risk of loss to us from non-payment of the sold receivables. At September 30, 2022, the gross amount of receivables sold was $586 million, compared to $605 million at December 31, 2021.

Letters of Credit

At September 30, 2022, we had $227 million in letters of credit issued under bilateral letter of credit agreements and other foreign credit facilities.

Supplier Financing

We have entered into payment processing agreements with several financial institutions. Under these agreements, the financial institution acts as our paying agent with respect to accounts payable due to our suppliers. These agreements also allow our suppliers to sell their receivables to the financial institutions at the sole discretion of both the supplier and the financial institution on terms that are negotiated between them. We are not always notified when our suppliers sell receivables under these programs. Our obligations to our suppliers, including the amounts due and scheduled payment dates, are not impacted by our suppliers' decisions to sell their receivables under the programs. Agreements for such supplier financing programs totaled up to $955 million and $630 million at September 30, 2022 and December 31, 2021, respectively. The increase from December 31, 2021 is primarily due to the overall increase in our accounts payable base as a result of the Cooper Tire acquisition.

Further Information

On March 5, 2021, the ICE Benchmark Administration, the administrator of LIBOR ("IBA"), confirmed its previously announced plans to cease publication of USD LIBOR on December 31, 2021 for the one week and two month USD LIBOR tenors, and on June 30, 2023 for all other USD LIBOR tenors. In addition, the IBA ceased publication of all tenors of euro and Swiss franc LIBOR and most tenors of Japanese yen and British pound LIBOR on December 31, 2021. In the United States, efforts to identify a set of alternative U.S. dollar reference interest rates include proposals by the Alternative Reference Rates Committee that has been convened by the Federal Reserve Board and the Federal Reserve Bank of New York to encourage market participants' use of the Secured Overnight Financing Rate, known as SOFR. Additionally, the International Swaps and Derivatives Association, Inc. published amendments to its definition book to incorporate new benchmark fallbacks for derivative contracts that reference certain interbank offered rates, including LIBOR. We cannot currently predict the effect of the discontinuation of, or other changes to, LIBOR or any establishment of alternative reference rates in the United States, the United Kingdom, the European Union or elsewhere on the global capital markets. The uncertainty regarding the future of LIBOR, as well as the transition from LIBOR to any alternative reference rate or rates, could have adverse impacts on floating rate obligations, loans, deposits, derivatives and other financial instruments that currently use LIBOR as a benchmark rate. We have identified and evaluated our financing obligations and other contracts that refer to LIBOR and expect to be able to transition those obligations and contracts to an alternative reference rate upon the discontinuation of LIBOR. Our first lien revolving credit facility and our European revolving credit facility, which constituted the most significant of our LIBOR-based debt obligations, have each been amended to replace LIBOR with SOFR. We have not issued any long term floating rate notes. Our first lien revolving credit facility also contains express provisions for the use, at our option, of an alternate base rate (the higher of (a) the prime rate, (b) the federal funds effective rate or the overnight bank funding rate plus 50 basis points or (c) SOFR plus 100 basis points). We do not believe that the discontinuation of LIBOR, or its replacement with an alternative reference rate or rates, will have a material impact on our results of operations, financial position or liquidity.

For a further description of the terms of our outstanding notes, first lien revolving credit facility, European revolving credit facility and pan-European accounts receivable securitization facility, refer to Note to the Consolidated Financial Statements No. 16, Financing Arrangements and Derivative Financial Instruments, in our 2021 Form 10-K and Note to the Consolidated Financial Statements No. 9, Financing Arrangements and Derivative Financial Instruments, in this Form 10-Q.

Covenant Compliance

Our first lien revolving credit facility and some of the indentures governing our notes contain certain covenants that, among other things, limit our ability to incur additional debt or issue redeemable preferred stock, pay dividends, repurchase shares or make certain other restricted payments or investments, incur liens, sell assets, incur restrictions on the ability of our subsidiaries to pay dividends or to make other payments to us, enter into affiliate transactions, engage in sale and leaseback transactions, and consolidate, merge, sell or otherwise dispose of all or substantially all of our assets. These covenants are subject to significant exceptions and qualifications. Our first lien revolving credit facility and the indentures governing our notes also have customary defaults, including cross-defaults to material indebtedness of Goodyear and its subsidiaries.

We have an additional financial covenant in our first lien revolving credit facility that is currently not applicable. We become subject to that financial covenant when the aggregate amount of our Parent Company (The Goodyear Tire & Rubber Company) and guarantor subsidiaries cash and cash equivalents ("Available Cash") plus our availability under our first lien revolving credit facility is less than $275 million. If this were to occur, our ratio of EBITDA to Consolidated Interest Expense may not be less than 2.0 to 1.0 for the most recent period of four consecutive fiscal quarters. As of September 30, 2022, our unused availability

under this facility of $2,082 million, plus our Available Cash of $350 million, totaled $2,432 million, which is in excess of $275 million.

In addition, our European revolving credit facility contains non-financial covenants similar to the non-financial covenants in our first lien revolving credit facility that are described above and a financial covenant applicable only to GEBV and its subsidiaries. This financial covenant provides that we are not permitted to allow GEBV's ratio of Consolidated Net GEBV Indebtedness to Consolidated GEBV EBITDA for a period of four consecutive fiscal quarters to be greater than 3.0 to 1.0 at the end of any fiscal quarter. Consolidated Net GEBV Indebtedness is determined net of the sum of cash and cash equivalents in excess of $100 million held by GEBV and its subsidiaries, cash and cash equivalents in excess of $150 million held by the Parent Company and its U.S. subsidiaries, and availability under our first lien revolving credit facility if the ratio of EBITDA to Consolidated Interest Expense described above is not applicable and the conditions to borrowing under the first lien revolving credit facility are met. Consolidated Net GEBV Indebtedness also excludes loans from other consolidated Goodyear entities. This financial covenant is also included in our pan-European accounts receivable securitization facility. At September 30, 2022, we were in compliance with this financial covenant.

Our credit facilities also state that we may only incur additional debt or make restricted payments that are not otherwise expressly permitted if, after giving effect to the debt incurrence or the restricted payment, our ratio of EBITDA to Consolidated Interest Expense for the prior four fiscal quarters would exceed 2.0 to 1.0. Certain of our senior note indentures have substantially similar limitations on incurring debt and making restricted payments. Our credit facilities and indentures also permit the incurrence of additional debt through other provisions in those agreements without regard to our ability to satisfy the ratio-based incurrence test described above. We believe that these other provisions provide us with sufficient flexibility to incur additional debt necessary to meet our operating, investing and financing needs without regard to our ability to satisfy the ratio-based incurrence test.

Covenants could change based upon a refinancing or amendment of an existing facility, or additional covenants may be added in connection with the incurrence of new debt.

At September 30, 2022, we were in compliance with the currently applicable material covenants imposed by our principal credit facilities and indentures.

The terms "Available Cash," "EBITDA," "Consolidated Interest Expense," "Consolidated Net GEBV Indebtedness" and "Consolidated GEBV EBITDA" have the meanings given them in the respective credit facilities.

Potential Future Financings

In addition to the financing activities described above, we may seek to undertake additional financing actions which could include restructuring bank debt or capital markets transactions, possibly including the issuance of additional debt or equity. Given the inherent uncertainty of market conditions, access to the capital markets cannot be assured.

Our future liquidity requirements will make it necessary for us to incur additional debt. However, a substantial portion of our assets are already subject to liens securing our indebtedness. As a result, we are limited in our ability to pledge our remaining assets as security for additional secured indebtedness. In addition, no assurance can be given as to our ability to raise additional unsecured debt.

Dividends and Common Stock Repurchases

Under our primary credit facilities and some of our note indentures, we are permitted to pay dividends on and repurchase our capital stock (which constitute restricted payments) as long as no default will have occurred and be continuing, additional indebtedness can be incurred under the credit facilities or indentures following the payment, and certain financial tests are satisfied.

We do not currently pay a quarterly dividend on our common stock.

We may repurchase shares delivered to us by employees as payment for the exercise price of stock options and the withholding taxes due upon the exercise of stock options or the vesting or payment of stock awards. During the first nine months of 2022, we did not repurchase any shares from employees.

The restrictions imposed by our credit facilities and indentures are not expected to significantly affect our ability to pay dividends or repurchase our capital stock in the future.

Asset Dispositions

The restrictions on asset sales and sale and leaseback transactions imposed by our material indebtedness have not affected our ability to divest non-core businesses or assets, and those divestitures have not affected our ability to comply with those restrictions.

Supplemental Guarantor Financial Information

Certain of our subsidiaries, which are listed on Exhibit 22.1 to this Quarterly Report on Form 10-Q and are generally holding or operating companies, have guaranteed our obligations under the $800 million outstanding principal amount of 9.5% senior notes due 2025, the $900 million outstanding principal amount of 5% senior notes due 2026, the $700 million outstanding principal amount of 4.875% senior notes due 2027, the $850 million outstanding principal amount of 5% senior notes due 2029, the $550 million outstanding principal amount of 5.25% senior notes due April 2031, the $600 million outstanding principal amount of 5.25% senior notes due July 2031 and the $450 million outstanding principal amount of 5.625% senior notes due 2033 (collectively, the "Notes").

The Notes have been issued by The Goodyear Tire & Rubber Company (the "Parent Company") and are its senior unsecured obligations. The Notes rank equally in right of payment with all of our existing and future senior unsecured obligations and senior to any of our future subordinated indebtedness. The Notes are effectively subordinated to our existing and future secured indebtedness to the extent of the assets securing that indebtedness. The Notes are fully and unconditionally guaranteed on a joint and several basis by each of our wholly-owned U.S. and Canadian subsidiaries that also guarantee our obligations under our first lien revolving credit facility (such guarantees, the "Guarantees"; and, such guaranteeing subsidiaries, the "Subsidiary Guarantors"). The Guarantees are senior unsecured obligations of the Subsidiary Guarantors and rank equally in right of payment with all existing and future senior unsecured obligations of our Subsidiary Guarantors. The Guarantees are effectively subordinated to existing and future secured indebtedness of the Subsidiary Guarantors to the extent of the assets securing that indebtedness.

The Notes are structurally subordinated to all of the existing and future debt and other liabilities, including trade payables, of our subsidiaries that do not guarantee the Notes (the "Non-Guarantor Subsidiaries"). The Non-Guarantor Subsidiaries will have no obligation, contingent or otherwise, to pay amounts due under the Notes or to make funds available to pay those amounts. Certain Non-Guarantor Subsidiaries are limited in their ability to remit funds to us by means of dividends, advances or loans due to required foreign government and/or currency exchange board approvals or limitations in credit agreements or other debt instruments of those subsidiaries.

The Subsidiary Guarantors, as primary obligors and not merely as sureties, jointly and severally irrevocably and unconditionally guarantee on a senior unsecured basis the performance and full and punctual payment when due of all obligations of the Parent Company under the Notes and the related indentures, whether for payment of principal of or interest on the Notes, expenses, indemnification or otherwise. The Guarantees of the Subsidiary Guarantors are subject to release in limited circumstances only upon the occurrence of certain customary conditions.

Although the Guarantees provide the holders of Notes with a direct unsecured claim against the assets of the Subsidiary Guarantors, under U.S. federal bankruptcy law and comparable provisions of U.S. state fraudulent transfer laws, in certain circumstances a court could cancel a Guarantee and order the return of any payments made thereunder to the Subsidiary Guarantor or to a fund for the benefit of its creditors.

A court might take these actions if it found, among other things, that when the Subsidiary Guarantors incurred the debt evidenced by their Guarantee (i) they received less than reasonably equivalent value or fair consideration for the incurrence of the debt and (ii) any one of the following conditions was satisfied:

- the Subsidiary Guarantor was insolvent or rendered insolvent by reason of the incurrence;
- the Subsidiary Guarantor was engaged in a business or transaction for which its remaining assets constituted unreasonably small capital; or
- the Subsidiary Guarantor intended to incur, or believed (or reasonably should have believed) that it would incur, debts beyond its ability to pay as those debts matured.

In applying the above factors, a court would likely find that a Subsidiary Guarantor did not receive fair consideration or reasonably equivalent value for its Guarantee, except to the extent that it benefited directly or indirectly from the issuance of the Notes. The determination of whether a guarantor was or was not rendered "insolvent" when it entered into its guarantee will vary depending on the law of the jurisdiction being applied. Generally, an entity would be considered insolvent if the sum of its debts (including contingent or unliquidated debts) is greater than all of its assets at a fair valuation or if the present fair salable value of its assets is less than the amount that will be required to pay its probable liability on its existing debts, including contingent or unliquidated debts, as they mature.

Under Canadian federal bankruptcy and insolvency laws and comparable provincial laws on preferences, fraudulent conveyances or other challengeable or voidable transactions, the Guarantees could be challenged as a preference, fraudulent conveyance, transfer at undervalue or other challengeable or voidable transaction. The test to be applied varies among the different pieces of legislation, but as a general matter these types of challenges may arise in circumstances where:

- such action was intended to defeat, hinder, delay, defraud or prejudice creditors or others;
- such action was taken within a specified period of time prior to the commencement of proceedings under Canadian bankruptcy, insolvency or restructuring legislation in respect of a Subsidiary Guarantor, the consideration received by the Subsidiary Guarantor was conspicuously less than the fair market value of the consideration given, and the Subsidiary Guarantor was insolvent or rendered insolvent by such action and (in some circumstances, or) such action was intended to defraud, defeat or delay a creditor;
- such action was taken within a specified period of time prior to the commencement of proceedings under Canadian bankruptcy, insolvency or restructuring legislation in respect of a Subsidiary Guarantor and such action was taken, or is deemed to have been taken, with a view to giving a creditor a preference over other creditors or, in some circumstances, had the effect of giving a creditor a preference over other creditors; or
- a Subsidiary Guarantor is found to have acted in a manner that was oppressive, unfairly prejudicial to or unfairly disregarded the interests of any shareholder, creditor, director, officer or other interested party.

In addition, in certain insolvency proceedings a Canadian court may subordinate claims in respect of the Guarantees to other claims against a Subsidiary Guarantor under the principle of equitable subordination if the court determines that (1) the holder of Notes engaged in some type of inequitable or improper conduct, (2) the inequitable or improper conduct resulted in injury to other creditors or conferred an unfair advantage upon the holder of Notes and (3) equitable subordination is not inconsistent with the provisions of the relevant solvency statute.

If a court canceled a Guarantee, the holders of Notes would no longer have a claim against that Subsidiary Guarantor or its assets.

Each Guarantee is limited, by its terms, to an amount not to exceed the maximum amount that can be guaranteed by the applicable Subsidiary Guarantor without rendering the Guarantee, as it relates to that Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Each Subsidiary Guarantor is a consolidated subsidiary of the Parent Company at the date of each balance sheet presented. The following tables present summarized financial information for the Parent Company and the Subsidiary Guarantors on a combined basis after elimination of (i) intercompany transactions and balances among the Parent Company and the Subsidiary Guarantors and (ii) equity in earnings from and investments in any Non-Guarantor Subsidiary.

	Summarized Balance Sheets	
(In millions)	**September 30, 2022**	**December 31, 2021**
Total Current Assets[1]	$ 6,457	$ 5,161
Total Non-Current Assets	8,419	8,406
Total Current Liabilities	$ 3,196	$ 2,932
Total Non-Current Liabilities	9,508	8,967

(1) Includes receivables due from Non-Guarantor Subsidiaries of $1,443 million and $1,618 million as of September 30, 2022 and December 31, 2021, respectively.

	Summarized Statements of Operations	
(In millions)	**Nine Months Ended September 30, 2022**	**Year Ended December 31, 2021**
Net Sales	$ 8,754	$ 9,549
Cost of Goods Sold	7,161	7,623
Selling, Administrative and General Expense	1,139	1,457
Rationalizations	25	37
Interest Expense	258	322
Other (Income) Expense	(142)	(93)
Income before Income Taxes[2]	$ 313	$ 203
Net Income	$ 256	$ 542
Goodyear Net Income	$ 256	$ 542

(2) Includes income from intercompany transactions with Non-Guarantor Subsidiaries of $397 million for the nine months ended September 30, 2022, primarily from royalties, intercompany product sales, dividends and interest, and $588 million for the year ended December 31, 2021, primarily from royalties, dividends, interest and intercompany product sales.

FORWARD-LOOKING INFORMATION — SAFE HARBOR STATEMENT

Certain information in this Form 10-Q (other than historical data and information) may constitute forward-looking statements regarding events and trends that may affect our future operating results and financial position. The words "estimate," "expect," "intend" and "project," as well as other words or expressions of similar meaning, are intended to identify forward-looking statements. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this Quarterly Report on Form 10-Q. Such statements are based on current expectations and assumptions, are inherently uncertain, are subject to risks and should be viewed with caution. Actual results and experience may differ materially from the forward-looking statements as a result of many factors, including:

- there are risks and uncertainties regarding our acquisition of Cooper Tire and our ability to achieve the expected benefits of such acquisition;
- our future results of operations, financial condition and liquidity may be adversely impacted by the COVID-19 pandemic, and that impact may be material;
- raw material cost increases may materially adversely affect our operating results and financial condition;
- we are experiencing inflationary cost pressures, including with respect to wages, benefits, transportation and energy costs, that may materially adversely affect our operating results and financial condition;
- delays or disruptions in our supply chain or in the provision of services, including utilities, to us could result in increased costs or disruptions in our operations;
- changes to tariffs, trade agreements or trade restrictions may materially adversely affect our operating results;
- if we do not successfully implement our strategic initiatives, our operating results, financial condition and liquidity may be materially adversely affected;
- we face significant global competition and our market share could decline;
- deteriorating economic conditions in any of our major markets, or an inability to access capital markets or third-party financing when necessary, may materially adversely affect our operating results, financial condition and liquidity;
- if we experience a labor strike, work stoppage, labor shortage or other similar event at the Company or its joint ventures, our business, results of operations, financial condition and liquidity could be materially adversely affected;
- financial difficulties, work stoppages, labor shortages, supply disruptions or economic conditions affecting our major OE customers, dealers or suppliers could harm our business;
- our capital expenditures may not be adequate to maintain our competitive position and may not be implemented in a timely or cost-effective manner;
- our international operations have certain risks that may materially adversely affect our operating results, financial condition and liquidity;
- we have foreign currency translation and transaction risks that may materially adversely affect our operating results, financial condition and liquidity;
- our long term ability to meet our obligations, to repay maturing indebtedness or to implement strategic initiatives may be dependent on our ability to access capital markets in the future and to improve our operating results;
- we have a substantial amount of debt, which could restrict our growth, place us at a competitive disadvantage or otherwise materially adversely affect our financial health;
- any failure to be in compliance with any material provision or covenant of our debt instruments, or a material reduction in the borrowing base under our revolving credit facility, could have a material adverse effect on our liquidity and operations;
- our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly;
- we have substantial fixed costs and, as a result, our operating income fluctuates disproportionately with changes in our net sales;
- we may incur significant costs in connection with our contingent liabilities and tax matters;

- our reserves for contingent liabilities and our recorded insurance assets are subject to various uncertainties, the outcome of which may result in our actual costs being significantly higher than the amounts recorded;
- environmental issues, including climate change, or legal, regulatory or market measures to address environmental issues, may negatively affect our business and operations and cause us to incur significant costs;
- we are subject to extensive government regulations that may materially adversely affect our operating results;
- we may be adversely affected by any disruption in, or failure of, our information technology systems due to computer viruses, unauthorized access, cyber-attack, natural disasters or other similar disruptions;
- we may not be able to protect our intellectual property rights adequately;
- if we are unable to attract and retain key personnel, our business could be materially adversely affected; and
- we may be impacted by economic and supply disruptions associated with events beyond our control, such as war, including the current conflict between Russia and Ukraine, acts of terror, political unrest, public health concerns, labor disputes or natural disasters.

It is not possible to foresee or identify all such factors. We will not revise or update any forward-looking statement or disclose any facts, events or circumstances that occur after the date hereof that may affect the accuracy of any forward-looking statement.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

We utilize derivative financial instrument contracts and nonderivative instruments to manage interest rate, foreign exchange and commodity price risks. We have established a control environment that includes policies and procedures for risk assessment and the approval, reporting and monitoring of derivative financial instrument activities. We do not hold or issue derivative financial instruments for trading purposes.

Commodity Price Risk

The raw material costs to which our operations are principally exposed include the cost of natural rubber, synthetic rubber, carbon black, fabrics, steel cord and other petrochemical-based commodities. Approximately two-thirds of our raw materials are petroleum-based, the cost of which may be affected by fluctuations in the price of oil. We currently do not hedge commodity prices. We do, however, use various strategies to partially offset cost increases for raw materials, including centralizing purchases of raw materials through our global procurement organization in an effort to leverage our purchasing power, expanding our capabilities to substitute lower cost raw materials, and reducing the amount of material required in each tire.

Interest Rate Risk

We continuously monitor our fixed and floating rate debt mix. Within defined limitations, we manage the mix using refinancing. At September 30, 2022, approximately 29% of our debt was at variable interest rates averaging 4.55%.

The following table presents information about long term fixed rate debt, excluding finance leases, at September 30, 2022:

(In millions)		
Carrying amount — liability	$	5,634
Fair value — liability		5,007
Pro forma fair value — liability		5,220

The pro forma information assumes a 100 basis point decrease in market interest rates at September 30, 2022, and reflects the estimated fair value of fixed rate debt outstanding at that date under that assumption. The sensitivity of our fixed rate debt to changes in interest rates was determined using current market pricing models.

Foreign Currency Exchange Risk

We enter into foreign currency contracts in order to reduce the impact of changes in foreign exchange rates on our consolidated results of operations and future foreign currency-denominated cash flows. These contracts reduce exposure to currency movements affecting existing foreign currency-denominated assets, liabilities, firm commitments and forecasted transactions resulting primarily from trade purchases and sales, equipment acquisitions, intercompany loans and royalty agreements. Contracts hedging short term trade receivables and payables normally have no hedging designation.

The following table presents net foreign currency contract information at September 30, 2022:

(In millions)		
Fair value — asset (liability)	$	26
Pro forma decrease in fair value		(85)
Contract maturities		10/22-9/23

The pro forma decrease in fair value assumes a 10% adverse change in underlying foreign exchange rates at September 30, 2022, and reflects the estimated change in the fair value of contracts outstanding at that date under that assumption. The sensitivity of our foreign currency positions to changes in exchange rates was determined using current market pricing models.

Fair values are recognized on the Consolidated Balance Sheet at September 30, 2022 as follows:

(In millions)		
Current asset (liability):		
Accounts receivable	$	32
Other current liabilities		(6)

For further information on foreign currency contracts, refer to Note to the Consolidated Financial Statements No. 9, Financing Arrangements and Derivative Financial Instruments. Refer to “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources” for a discussion of our management of counterparty risk.

ITEM 4. CONTROLS AND PROCEDURES.

Management's Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures" which, consistent with Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended, we define to mean controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and to ensure that such information is accumulated and communicated to our management, including our principal executive and financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Our management, with the participation of our principal executive and financial officers, has evaluated the effectiveness of our disclosure controls and procedures. Based on such evaluation, our principal executive and financial officers have concluded that such disclosure controls and procedures were effective as of September 30, 2022 (the end of the period covered by this Quarterly Report on Form 10-Q).

Changes in Internal Control Over Financial Reporting

On June 7, 2021, we completed the acquisition of Cooper Tire, which operated under its own set of systems and internal controls. Subsequent to the acquisition, we began the process of integrating certain of Cooper Tire's systems and processes with our systems and internal controls over financial reporting. There were no changes in our internal control over financial reporting during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

Asbestos Litigation

As reported in our Form 10-K for the year ended December 31, 2021, we were one of numerous defendants in legal proceedings in certain state and federal courts involving approximately 38,200 claimants relating to their alleged exposure to materials containing asbestos in products allegedly manufactured by us or asbestos materials present in our facilities. During the first nine months of 2022, approximately 700 claims were filed against us and approximately 1,200 were settled or dismissed. The amounts expended on asbestos defense and claim resolution by us and our insurers during the first nine months of 2022 was $12 million. At September 30, 2022, there were approximately 37,700 asbestos claims pending against us. The plaintiffs are seeking unspecified actual and punitive damages and other relief. Refer to Note to the Consolidated Financial Statements No. 13, Commitments and Contingent Liabilities, for additional information on asbestos litigation.

Reference is made to Item 3 of Part I of our 2021 Form 10-K and to Item 1 of Part II of our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022 and our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022 for additional discussion of legal proceedings.

ITEM 1A. RISK FACTORS.

Refer to “Item 1A. Risk Factors” in our 2021 Form 10-K and our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022 for a discussion of our risk factors.

ITEM 6. EXHIBITS.

Refer to the Index of Exhibits, which is by specific reference incorporated into and made a part of this Quarterly Report on Form 10-Q.

Quarterly Report on Form 10-Q
For the Quarter Ended September 30, 2022
INDEX OF EXHIBITS

Exhibit Table Item No.	Description of Exhibit	Exhibit Number
3	**Articles of Incorporation and By-Laws**	
(a)	Code of Regulations of The Goodyear Tire & Rubber Company, as most recently amended on October 4, 2022 (incorporated by reference, filed as Exhibit 3.1 to the Company's Current Report on Form 8-K, filed October 11, 2022, File No. 1-1927).	
10	**Material Contracts**	
(a)	Amended and Restated First Lien Credit Agreement, dated as of June 7, 2021, as amended as of September 15, 2022, among the Company, the lenders and issuing banks party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent.	10.1
(b)	First Amendment, dated as of September 15, 2022, to (a) the Amended and Restated First Lien Credit Agreement, dated as of June 7, 2021, among the Company, the lenders and issuing banks party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and (b) the First Lien Guarantee and Collateral Agreement, as amended and restated as of June 7, 2021, among the Company, the subsidiaries of the Company identified therein and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent.	10.2
(c)	Amended and Restated Revolving Credit Agreement, dated as of October 12, 2022, among the Company, Goodyear Europe B.V., Goodyear Germany GmbH, Goodyear Operations S.A., the lenders party thereto, J.P. Morgan SE, as Administrative Agent, JPMorgan Chase Bank, N.A., as Collateral Agent, and the syndication agents, documentation agents, joint bookrunners and joint lead arrangers identified therein.	10.3
(d)	Amendment and Restatement Agreement, dated as of October 12, 2022, among the Company, Goodyear Europe B.V., Goodyear Germany GmbH, Goodyear Operations S.A., J.P. Morgan SE, as Administrative Agent, JPMorgan Chase Bank, N.A., as Collateral Agent, and the subsidiary guarantors, lenders, issuing banks and swingline lenders party thereto.	10.4
22	**Subsidiary Guarantors of Guaranteed Securities**	
(a)	List of Subsidiary Guarantors.	22.1
31	**Rule 13a-14(a) Certifications**	
(a)	Certificate of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.	31.1
(b)	Certificate of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.	31.2
32	**Section 1350 Certifications**	
(a)	Certificate of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934.	32.1

101	**Interactive Data Files**	
	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	101.INS
	Inline XBRL Taxonomy Extension Schema Document.	101.SCH
	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	101.CAL
	Inline XBRL Taxonomy Extension Definition Linkbase Document.	101.DEF
	Inline XBRL Taxonomy Extension Label Linkbase Document.	101.LAB
	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	101.PRE
104	**Cover Page Interactive Data File**	
	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2022, formatted in Inline XBRL (included as Exhibit 101).	

SIGNATURES

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

THE GOODYEAR TIRE & RUBBER COMPANY
(Registrant)

Date: November 1, 2022

By /s/ EVAN M. SCOCOS
Evan M. Scocos, Vice President and Controller (Signing on behalf of the Registrant as a duly authorized officer of the Registrant and signing as the Principal Accounting Officer of the Registrant.)

AMENDED AND RESTATED FIRST LIEN CREDIT AGREEMENT
dated as of June 7, 2021, as amended as of September 15, 2022,
among

THE GOODYEAR TIRE & RUBBER COMPANY,
as Borrower,

The LENDERS Party Hereto,
The ISSUING BANKS Party Hereto,

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent

JPMORGAN CHASE BANK, N.A.,
BANK OF AMERICA, N.A.,
BARCLAYS BANK PLC,
BNP PARIBAS SECURITIES CORP.,
CITIBANK, N.A.,
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
DEUTSCHE BANK SECURITIES INC.,
FIFTH THIRD BANK, NATIONAL ASSOCIATION,
GOLDMAN SACHS BANK USA,
MUFG UNION BANK, N.A.,
PNC BANK, NATIONAL ASSOCIATION,
SUMITOMO MITSUI BANKING CORPORATION,
WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Joint Lead Arrangers
and Joint Bookrunners,

BANK OF AMERICA, N.A.,
BARCLAYS BANK PLC,
BNP PARIBAS SECURITIES CORP.,
CITIBANK, N.A.,
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
DEUTSCHE BANK SECURITIES INC.,
FIFTH THIRD BANK, NATIONAL ASSOCIATION,
GOLDMAN SACHS BANK USA,
MUFG UNION BANK, N.A.,

PNC BANK, NATIONAL ASSOCIATION,
SUMITOMO MITSUI BANKING CORPORATION,
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Syndication Agents,

and

NYCB SPECIALTY FINANCE COMPANY, LLC,
BMO HARRIS BANK, N.A.,
REGIONS BANK,
THE HUNTINGTON NATIONAL BANK,
as Documentation Agents

IMPORTANT NOTE:

EACH PARTY HERETO MUST EXECUTE THIS CREDIT AGREEMENT OUTSIDE THE REPUBLIC OF AUSTRIA AND EACH LENDER MUST BOOK ITS LOAN AND RECEIVE ALL PAYMENTS OUTSIDE THE REPUBLIC OF AUSTRIA. TRANSPORTING OR SENDING THE ORIGINAL OR ANY CERTIFIED COPY OF THIS CREDIT AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR ANY SIGNED REFERENCES THERETO OR ANY NOTICE OR OTHER COMMUNICATION, INCLUDING FAX MESSAGES OR E-MAILS CARRYING AN ELECTRONIC SIGNATURE (WHETHER DIGITALLY, MANUSCRIPT OR OTHERWISE TECHNICALLY REPRODUCED), INTO OR FROM THE REPUBLIC OF AUSTRIA WHICH REFER TO SUCH DOCUMENT OR TO WHICH A COPY OF SUCH DOCUMENT IS ATTACHED MAY RESULT IN THE IMPOSITION OF AN AUSTRIAN STAMP DUTY ON THE CREDIT FACILITY PROVIDED FOR HEREIN, WHICH MAY BE FOR THE ACCOUNT OF THE PARTY WHOSE ACTIONS RESULT IN SUCH IMPOSITION. COMMUNICATIONS REFERENCING SUCH DOCUMENTATION AS OUTLINED ABOVE SHOULD NOT BE ADDRESSED TO RECIPIENTS IN, OR SENT BY PERSONS LOCATED IN, THE REPUBLIC OF AUSTRIA AND PAYMENTS SHOULD NOT BE MADE TO BANK ACCOUNTS IN THE REPUBLIC OF AUSTRIA. SEE ALSO SECTION 9.18 AND A MEMORANDUM FROM AUSTRIAN COUNSEL FOR THE GOODYEAR TIRE & RUBBER COMPANY WHICH IS AVAILABLE UPON REQUEST FROM THE ADMINISTRATIVE AGENT.

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ARTICLE IX

Miscellaneous

SCHEDULES:

EXHIBITS:

AMENDED AND RESTATED FIRST LIEN CREDIT AGREEMENT dated as of June 7, 2021 (this "Agreement"), among THE GOODYEAR TIRE & RUBBER COMPANY; the LENDERS party hereto; the ISSUING BANKS party hereto; and JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent.

The Borrower has requested that the Lenders agree to amend and restate the Existing Credit Agreement (such term and each other capitalized term used but not otherwise defined herein having the meaning assigned to it in Article I) in order to continue the revolving credit facility provided for therein and to extend credit in the form of Revolving Loans, Swingline Loans and Letters of Credit in an aggregate principal or stated amount not in excess of $2,750,000,000 at any time outstanding. The Lenders are willing to continue such revolving credit facility, and to amend and restate the Existing Credit Agreement in the form hereof, upon the terms and subject to the conditions set forth herein. The proceeds of Borrowings hereunder will be used for working capital and general corporate purposes of the Borrower and the Subsidiaries, including the acquisition of Cooper. Letters of Credit will be used for general corporate purposes of the Borrower and the Subsidiaries.

Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Access Agreement" means a written agreement granting access rights with respect to any Accounts or Inventory of the Borrower or any of the other Grantors located at any third party location, in form and substance reasonably satisfactory to the Administrative Agent.

"Account" has the meaning specified in the UCC.

"Account Control Agreement" has the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Account Debtor" means the Person who is primarily obligated under, with respect to or on account of an Account.

"Accounts Receivable Reserves" means, on any date, an amount (calculated in accordance with the current and historical accounting practices of the Borrower) equal

to the sum of reserves for volume rebates, cash discounts, Federal excise taxes and warranties maintained on the Borrower's general ledger with respect to Eligible Accounts Receivable and the Canadian Priority Payables Reserve, to the extent applicable to Eligible Accounts Receivable, in each case without duplication of any amounts that are included in the Dilution Factors for such period or excluded from the value of Eligible Accounts Receivable pursuant to the definition thereof, and each such reserve to be subject to adjustment by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives. Any such adjustment by the Administrative Agent or the Majority Lenders shall be made by written notice to the Borrower setting forth in reasonable detail the basis for such adjustment, and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after the date of receipt by the Borrower of such written notice.

"Additional Assets" means:

(a) any property or assets (other than Indebtedness and Capital Stock) to be used by the Borrower or a Restricted Subsidiary;

(b) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Borrower or another Restricted Subsidiary; or

(c) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary;

provided, however, that any such Restricted Subsidiary described in clauses(b) or (c) above is primarily engaged in a Permitted Business.

"Additional Inventory Reserves" means, on any date, an amount equal to the sum of the following reserves established by the Administrative Agent with respect to Eligible Inventory and Eligible In-Transit Inventory, without duplication of any deductions made pursuant to the definitions of "Eligible Inventory", "Eligible In-Transit Inventory", "Inventory Reserves" and "Inventory Value":

(a) a reserve for "slow moving" Eligible Inventory equal to 75% of the amount in excess of a 12 month supply on hand;

(b) a reserve for private label Eligible Inventory relating to the North America Tire Division;

(c) a reserve for freight, duties and insurance for Eligible In-Transit Inventory equal to $5,000,000;

(d) a reserve for shrink or discrepancies that arise pertaining to Eligible Inventory quantities on hand between the Borrower's (or a Grantor's, as the case may be) perpetual accounting system and physical counts of the Eligible

Inventory which will be equal to the amount of any such discrepancy, if any, that is in excess of 2.0%; and

(e) any other reserve as deemed appropriate by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives.

The reserves described in clauses (a) (b) (c) (d) and (e) above shall be subject to adjustment (and, in the case of clause (e), establishment) by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives. Any such adjustment or the establishment of a reserve pursuant to clause (e) by the Administrative Agent or the Majority Lenders shall be made by written notice to the Borrower setting forth in reasonable detail the basis for such adjustment or reserve, and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after the date of receipt by the Borrower of such written notice.

"Adjusted Daily Simple SOFR" means, with respect to any RFR Borrowing, for any day, an interest rate per annum (rounded to the nearest 1/100 of 1% (with .005% being rounded up), if necessary) equal to the Daily Simple SOFR; provided that if such rate as so determined shall be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

"Adjusted Eligible Accounts Receivable" means, on any date, an amount equal to (a) Eligible Accounts Receivable minus (b) the sum of, without duplication, (i) the Dilution Reserve and (ii) the Accounts Receivable Reserves.

"Adjusted Eligible Finished Goods" means, on any date and with respect to any division of the Borrower, an amount equal to (a) Eligible Finished Goods relating to such division minus (b) the Inventory Reserves with respect to the Eligible Inventory and Eligible In-Transit Inventory included in such Eligible Finished Goods minus (c) the Additional Inventory Reserves with respect to the Eligible Inventory and Eligible In-Transit Inventory included in such Eligible Finished Goods.

"Adjusted Term SOFR" means, (a) with respect to any Term Benchmark Borrowing for any Interest Period other than a one week Interest Period, an interest rate per annum (rounded to the nearest 1/100 of 1% (with .005% being rounded up), if necessary) equal to (i) the Term SOFR for such Interest Period plus (ii) 0.10% and (b) with respect to any Term Benchmark Borrowing for an Interest Period of one week, an interest rate per annum (rounded to the nearest 1/100 of 1% (with .005% being rounded up), if necessary) equal to the Daily Simple SOFR from time to time in effect on each day during such Interest Period; provided that if such rate as so determined (inclusive of the adjustment set forth in clause (a)(ii) as applicable) shall be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

"Administrative Agent" means JPMCB, in its capacity as administrative agent for the Lenders hereunder, and its successors in such capacity.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" has the meaning set forth in Section 9.21.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; provided that, during the TireHub JV Period, TireHub JV shall not constitute an Affiliate of the Borrower or any other Grantor solely for purposes of any determination of Eligible Accounts Receivable.

"Affiliate Transaction" has the meaning set forth in Section 6.05(a).

"Agents" means the Administrative Agent and the Collateral Agent.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%. For purposes of clause (c) above, the Adjusted Term SOFR on any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.12 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.12(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

"Amortized Value" means, as of any date of determination and with respect to any Eligible Machinery and Equipment, the net orderly liquidation value of such Eligible Machinery and Equipment determined by reference to the most recent in-place appraisal of such Eligible Machinery and Equipment from a third-party appraiser reasonably satisfactory to the Administrative Agent and assuming monthly straight-line amortization of the value thereof from (x) in the case of Eligible Machinery and Equipment qualifying as such as of February 29, 2020, February 29, 2020 or, if later, the date of the most recent appraisal thereof received by the Administrative Agent in accordance with the above, through the date that is seven years thereafter and (y) in the case of any other Eligible

Machinery and Equipment, the date of the first Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 5.09 after the appraisal thereof is received by the Administrative Agent in accordance with the above or, if later, the date of the most recent appraisal thereof received by the Administrative Agent in accordance with the above (such later date, the "Amortization Commencement Date"), through the date that is the seven-year anniversary of the Amortization Commencement Date.

"Ancillary Document" has the meaning assigned to it in Section 9.06(b).

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, as amended from time to time, other anti-bribery or anti-corruption laws and anti-money laundering laws, in each case in effect in jurisdictions in which the Borrower and the Subsidiaries do business.

"Applicable Percentage" means, with respect to any Lender, the percentage of the Total Commitment represented by such Lender's Commitment. If the Commitments have been terminated, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments.

"Applicable Rate" means, for any day, with respect to (a) any Swingline Loan, the applicable rate per annum as agreed between the Borrower and the applicable Swingline Lender and (b)(i) any Revolving Loan or (ii) the Commitments, the applicable rate per annum set forth under the appropriate caption in the table below, in each case based upon the Reference Availability (as defined below) then in effect, except (x) on or prior to the last day of the first full fiscal quarter ending after the Restatement Date, the Applicable Rate shall be determined by reference to Category 1 and (y) notwithstanding clause (x), if an Event of Default shall have occurred under clause (a), (b), (h) or (i) of Section 7.01 or as a result of a breach of Section 5.09(a) (for so long as a new Borrowing Base Certificate has not been delivered) or Section 6.09 and shall then be continuing, the Applicable Rate shall be determined by reference to Category 2 in the table below:

Reference Availability :	**Term Benchmark Spread and RFR Spread**	**ABR Spread**	**Commitment Fee**
Category 1 >$750,000,000	1.250%	0.250%	0.250%
Category 2 ≤$750,000,000	1.500%	0.500%	0.250%

The "Reference Availability" for each day shall be the amount determined by the Administrative Agent as of the second Business Day (the "Applicable Delivery Date") following the then most recent delivery of a Borrowing Base Certificate to be the average

of the Available Commitments as of the end of each of the 30 consecutive days immediately preceding the Applicable Delivery Date. Solely for purposes of determining the Reference Availability, Available Cash for any day during any applicable period shall be the Available Cash specified on the most recent certificate delivered under Section 5.09(a) or (b) specifying Available Cash.

"Approved Fund" means (a) with respect to any Lender, a CLO managed by such Lender or by an Affiliate of such Lender and (b) with respect to any Lender that is a fund which invests in bank loans and similar extensions of credit, any other fund that invests in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"Arrangers" means JPMorgan Chase Bank, N.A., Bank of America, N.A., Barclays Bank PLC, BNP Paribas Securities Corp., Citibank, N.A., Credit Agricole Corporate and Investment Bank, Deutsche Bank Securities Inc., Fifth Third Bank, National Association, Goldman Sachs Bank USA, MUFG Union Bank, N.A., PNC Bank, National Association, Sumitomo Mitsui Banking Corporation and Wells Fargo Bank, National Association, each as Joint Lead Arranger and Joint Bookrunner, for the credit facilities established by this Agreement.

"Asset Disposition" means any sale, lease, transfer or other disposition (or series of sales, leases, transfers or dispositions that are part of a common plan) by the Borrower or any Restricted Subsidiary, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a "disposition"), of:

(a) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than the Borrower or a Restricted Subsidiary);

(b) all or substantially all the assets of any division or line of business of the Borrower or any Restricted Subsidiary; or

(c) any other assets of the Borrower or any Restricted Subsidiary outside of the ordinary course of business of the Borrower or such Restricted Subsidiary;

other than, in the case of clauses (a), (b) and (c) above,

(1) a disposition by a Restricted Subsidiary to the Borrower or by the Borrower or a Restricted Subsidiary to a Restricted Subsidiary;

(2) for purposes of Section 6.04 only, a disposition subject to Section 6.02;

(3) a disposition of assets with a Fair Market Value of less than $20,000,000;

(4) a transfer of accounts receivable and related assets of the type specified in the definition of "Qualified Receivables Transaction" (or a fractional undivided interest therein) to a Receivables Entity; and

(5) a transfer of accounts receivable and related assets of the type specified in the definition of "Qualified Receivables Transaction" (or a fractional undivided interest therein) by a Receivables Entity in a Qualified Receivables Transaction.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit D or any other form approved by the Administrative Agent.

"Attributable Debt" means, with respect to any Sale/Leaseback Transaction that does not result in a Finance Lease Obligation, the present value (computed in accordance with GAAP) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended). In the case of any lease which is terminable by the lessee upon payment of a penalty, the Attributable Debt shall be the lesser of (i) the Attributable Debt determined assuming termination upon the first date such lease may be terminated (in which case the Attributable Debt shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) and (ii) the Attributable Debt determined assuming no such termination.

"Availability Period" means the period from and including the Restatement Date to but excluding the earlier of (a) the Commitment Termination Date and (b) any other date on which the Commitments have been terminated.

"Available Cash" means, with respect to any date, the aggregate amount of cash and Temporary Cash Investments held on such date by the Borrower and the Subsidiary Guarantors, other than cash and Temporary Cash Investments (a) held in accounts outside the United States of America and Canada, (b) to the extent subject to any Lien (other than Liens permitted pursuant to Section 6.06(t)) securing Indebtedness or other obligations or to any other restriction on availability or (c) to the extent included in the Borrowing Base pursuant to clause (e) of the definition of "Borrowing Base".

"Available Commitments" means, at the time of any determination, an amount equal to Available Cash plus the difference between (a) the lesser of (i) the Borrowing Base and (ii) the aggregate amount of the Commitments in effect at such time minus (b) the aggregate amount of the Credit Exposures at such time.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an

Interest Period for any term rate or otherwise for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.12(b)(4).

"Average Life" means, as of the date of determination, with respect to any Indebtedness or Preferred Stock, the quotient obtained by dividing (a) the sum of the products of the number of years from the date of determination to the dates of each successive scheduled principal payment of such Indebtedness or scheduled redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment by (b) the sum of all such payments.

"Bail-In Action" has the meaning set forth in Section 9.21.

"Bail-In Legislation" has the meaning set forth in Section 9.21.

"Bank Indebtedness" means all obligations under the U.S. Bank Indebtedness and European Bank Indebtedness.

"Bankruptcy Event" means, with respect to any Person, that such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof; provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benchmark" means, initially, with respect to any RFR Loan, the Daily Simple SOFR and, with respect to any Term Benchmark Loan, the Term SOFR; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Daily Simple SOFR or the Term SOFR, as applicable, or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.12(b)(1).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event for any then-current Benchmark, and for any Available Tenor of such

then-current Benchmark, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the Adjusted Daily Simple SOFR; and

(2) the sum of: (a) the alternate benchmark rate that has been jointly selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor (giving effect to any applicable Benchmark Replacement Adjustment), the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been jointly selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time in the United States.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate", the definition of "Business Day", the definition of "Interest Period", the definition of "U.S. Government Securities Business Day", timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Administrative Agent decides (in consultation with the Borrower) in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a

manner substantially consistent with market practice (or, if the Administrative Agent decides (in consultation with the Borrower) in its reasonable discretion that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines (in consultation with the Borrower) that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides (in consultation with the Borrower) in its reasonable discretion is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"Benchmark Replacement Date" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or

publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Credit Document in accordance with Section 2.12(b) and (b) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Credit Document in accordance with Section 2.12(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Bill of Lading" has the meaning set forth in Article I of the Uniform Commercial Code as from time to time in effect in the State of New York.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Board of Directors" means the board of directors of the Borrower or any committee thereof duly authorized to act on behalf of the board of directors of the Borrower.

"Borrower" means The Goodyear Tire & Rubber Company, an Ohio corporation.

"Borrowing" means Loans of the same Class and Type made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

"Borrowing Base" means, at the time of any determination, an amount equal to the sum, without duplication, of:

(a) 85% of Adjusted Eligible Accounts Receivable,

(b) (i) if the Effective Advance Rate is equal to or greater than the percentage equal to 85% of the Recovery Rate, 85% multiplied by the Recovery Rate multiplied by the Inventory Value of all Inventory of the Borrower and each other Grantor or (ii) if the Effective Advance Rate is less than the percentage equal to 85% of the Recovery Rate, (A) the sum of (x) 40% of Eligible Raw Materials plus (y) 70% of Adjusted Eligible Finished Goods relating to the North American Tire Division and the Retail Division (including both consumer and commercial), respectively, plus (z) 40% of Eligible Work in Process minus (B) the Rent Reserve, minus (C) the Priority Payables Reserve minus (D) the Canadian Priority Payables Reserve, to the extent applicable to Inventory (the amount in clause (ii) collectively, the "Inventory Advance Amount"),

(c) the greater of (i) if the Borrower shall have elected to have the net orderly liquidation value of the Principal Goodyear Trademarks appraised by a third party appraiser selected by the Administrative Agent and the Borrower and engaged by the Administrative Agent, and such net orderly liquidation value shall have been determined by such appraiser and set forth in a notice delivered to the Administrative Agent, 50% of the net orderly liquidation value of the Principal Goodyear Trademarks, as determined by such appraiser, and (ii) $400,000,000,

(d) 85% of the Amortized Value of the Eligible Machinery and Equipment, and

(e) the lesser of (i) Eligible Cash minus the Canadian Priority Payables Reserve, to the extent applicable to Eligible Cash, and (ii) $275,000,000;

provided that the portion of the Borrowing Base attributable to clauses (c) and (d) above shall not exceed 35% of the Borrowing Base (calculated including the amount referred to in clauses (c) and (d) but excluding the amount referred to in clause (e) above) as set forth in Exhibit E; and provided, further, that no assets of Cooper or any of its subsidiaries or any assets of any entities acquired by the Borrower or any Subsidiary after the Restatement Date shall be included in the computation of the Borrowing Base until the Administrative Agent has received a field evaluation and appraisal with respect thereto reasonably satisfactory to the Administrative Agent.

The Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent on the Restatement Date or pursuant to Section 5.09, as applicable. Subject to the provisions of Section 9.02(b)(viii), (x) standards of eligibility and reserves relating to the components of the Borrowing Base may be revised and adjusted from time to time by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives and (y) adjustments to the amounts and limits with respect to clauses (c), (d) and (e) of this definition may be made by written agreements entered into by the Borrower and the Administrative Agent. Any such revision or adjustment by the Administrative Agent or the Majority Lenders pursuant to clause (x) above shall be made by written notice to the Borrower setting forth in reasonable detail the basis for such revision or adjustment, and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after the date of receipt by the Borrower of such written notice.

"Borrowing Base Availability" means, at the time of any determination, an amount equal to the lesser of the Borrowing Base at such time and the aggregate amount of the Commitments at such time.

"Borrowing Base Certificate" means a certificate substantially in the form of Exhibit E hereto (with such changes therein as may be reasonably requested by the Administrative Agent from time to time to reflect the components of and reserves against the Borrowing Base as provided for hereunder from time to time), executed and certified on behalf of the Borrower as accurate and complete in all material respects by a Financial Officer of the Borrower, which shall include appropriate exhibits, schedules, supporting documentation and additional reports as (a) outlined in Exhibit E hereto, (b) reasonably requested by the Administrative Agent and (c) provided for in Section 5.09.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.02 in substantially the form of Exhibit A hereto or for a

Swingline Loan in accordance with Section 2.04 in substantially the form of Exhibit H hereto.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, (a) when used in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loans, or any other dealings of any such RFR Loans, the term "Business Day" shall also exclude any day that is not a U.S. Government Securities Business Day and (b) when used in relation to Loans referencing the Adjusted Term SOFR and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Adjusted Term SOFR or any other dealings of such Loans referencing the Adjusted Term SOFR, the term "Business Day" shall also exclude any day that is not a U.S. Government Securities Business Day.

"Canadian Benefit Plans" means all material employee benefit plans of any nature or kind whatsoever that are not Canadian Pension Plans and are maintained or contributed to by any Credit Party having employees in Canada.

"Canadian Dollars" refers to lawful money of Canada.

"Canadian Pension Plans" means each plan which is a registered pension plan within the meaning of the Income Tax Act (Canada).

"Canadian Priority Payables Reserve" means, at any time, the full amount, without duplication, of the liabilities at such time which have a trust imposed to provide for payment thereof or a security interest, Lien or charge ranking or capable of ranking, in each case senior to or pari passu with the Liens created under the Security Documents under Canadian federal, provincial, territorial, county, municipal or local law with respect to claims for goods and services taxes, sales tax, income tax, workers' compensation obligations, vacation pay, wages or pension fund obligations.

"Canadian Security Agreements" has the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests (however designated) in equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record (other than in the case of The Depository Trust Company or any other clearing agency, in its capacity as record holder of any Capital Stock for other Persons that are the beneficial owners of such Capital Stock), by any Person or group (within the meaning of the Exchange Act and the rules of the United States Securities and Exchange Commission thereunder as in effect on the date hereof), of Capital Stock representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of the Borrower; or (b) occupation of a majority of

the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) directors on the Restatement Date or nominated or approved prior to their election by the board of directors of the Borrower nor (ii) appointed by directors so nominated or approved.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.13(b), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that for purposes of this definition, with respect to all requests, rules, guidelines or directives adopted or issued pursuant to or in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Basel III, the date of this Agreement shall be deemed to be December 31, 2015; provided further that no act, event or circumstance referred to in clause (a), (b) or (c) of this definition shall be deemed to have occurred prior to the date of this Agreement as a result of the applicable law, rule, regulation, interpretation, application, request, guideline or directive having been adopted, made or issued under the general authority of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Basel III or any other law or multinational supervisory agreement in effect prior to the date hereof.

"Charges" has the meaning set forth in Section 9.13.

"Class" when used in reference to any Loan or Borrowing refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Swingline Loans.

"CLO" means any entity (whether a corporation, partnership, trust or otherwise) that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course and is administered or managed by a Lender or an Affiliate of such Lender.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (or a successor administrator).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means all the assets and rights that secure any of the Obligations pursuant to the Security Documents.

"Collateral Agent" means JPMCB, in its capacity as collateral agent for the Lenders and the other Secured Parties under the Guarantee and Collateral Agreement and the other Security Documents.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum permitted aggregate amount of such Lender's Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.07 or increased from time to time pursuant to Section 2.20 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as applicable. The initial aggregate amount of the Lenders' Commitments is $2,750,000,000.

"Commitment Termination Date" means (x) June 8, 2026 or (y) as to any Commitments or Loans that are subject to an extension pursuant to Section 2.19, any later date to which the Commitment Termination Date in respect thereof shall have been extended pursuant to an Extension Agreement.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Consent Subsidiary" means (a) any Subsidiary listed on Schedule 1.01A and (b) any Subsidiary not on Schedule 1.01A or formed or acquired after the Restatement Date, in respect of which (A) the consent of any Person other than the Borrower or any Wholly Owned Subsidiary is required by applicable law or the terms of any organizational document of such Subsidiary or other agreement of such Subsidiary or any Affiliate of such Subsidiary in order for such Subsidiary to execute the Guarantee and Collateral Agreement as a Grantor or a Subsidiary Guarantor and perform its obligations thereunder, or in order for Capital Stock of such Subsidiary to be pledged under the Security Documents, as the case may be, and (B) the Borrower has endeavored in good faith to obtain such consents, and such consents shall not have been obtained. Notwithstanding the foregoing, no Subsidiary shall be a Consent Subsidiary at any time that it is a guarantor of, or has provided any collateral to secure, Indebtedness for borrowed money of the Borrower, and any Consent Subsidiary (including a Consent Subsidiary listed in Schedule 1.01A) that at any time ceases to meet the test set forth in clause (A) shall cease to be a Consent Subsidiary. No Subsidiary shall be a Consent Subsidiary if it is (i) a US Guarantor under the European Guarantee and Collateral Agreement or a "Subsidiary Guarantor" (that is organized under the laws of the United States or Canada or any of their respective states, provinces, territories or possessions or any political subdivision of any thereof) under the GEBV Notes Indenture, (ii) a "Subsidiary Guarantor" under any Specified Supplemental Indenture or (iii) a Subsidiary of the Borrower that Guarantees any obligations arising under an indenture or any other document governing Material Indebtedness of the Borrower entered into after the date hereof.

"Consolidated Coverage Ratio" as of any date of determination means the ratio of:

(1) the aggregate amount of EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which financial statements have been filed with the SEC to

(2) Consolidated Interest Expense for such four fiscal quarters;

provided, however, that:

(A) if the Borrower or any Restricted Subsidiary has Incurred any Indebtedness since the beginning of such period that remains outstanding on such date of determination or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio is an Incurrence of Indebtedness, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving effect on a pro forma basis to such Indebtedness as if such Indebtedness had been Incurred on the first day of such period and the discharge of any other Indebtedness repaid, repurchased, defeased or otherwise discharged with the proceeds of such new Indebtedness as if such discharge had occurred on the first day of such period,

(B) if the Borrower or any Restricted Subsidiary has repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid, repurchased, defeased or otherwise discharged (in each case other than Indebtedness Incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) on the date of the transaction giving rise to the need to calculate the Consolidated Coverage Ratio, EBITDA and Consolidated Interest Expense for such period shall be calculated on a pro forma basis as if such discharge had occurred on the first day of such period and as if the Borrower or such Restricted Subsidiary had not earned the interest income actually earned during such period in respect of cash or Temporary Cash Investments used to repay, repurchase, defease or otherwise discharge such Indebtedness,

(C) if since the beginning of such period the Borrower or any Restricted Subsidiary shall have made any Asset Disposition, the EBITDA for such period shall be reduced by an amount equal to the EBITDA (if positive) directly attributable to the assets that are the subject of such Asset Disposition for such period or increased by an amount equal to the EBITDA (if negative) directly attributable thereto for such period and Consolidated Interest Expense for such period shall be reduced by an amount equal to the Consolidated Interest Expense

directly attributable to any Indebtedness of the Borrower or any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to the Borrower and its Restricted Subsidiaries in connection with such Asset Disposition for such period (or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Interest Expense for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent the Borrower and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such sale),

(D) if since the beginning of such period the Borrower or any Restricted Subsidiary (by merger or otherwise) shall have made an Investment in any Restricted Subsidiary (or any Person that becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit, division or line of a business, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto (including the Incurrence of any Indebtedness) as if such Investment or acquisition occurred on the first day of such period, and

(E) if since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Borrower or any Restricted Subsidiary since the beginning of such period shall have made any Asset Disposition or any Investment or acquisition of assets that would have required an adjustment pursuant to clause (C) or (D) above if made by the Borrower or a Restricted Subsidiary during such period, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto as if such Asset Disposition, Investment or acquisition of assets occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to an acquisition of assets, Asset Disposition or other Investment, the amount of income, EBITDA or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness Incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible Financial Officer of the Borrower and shall comply with the requirements of Rule 11-02 of Regulation S-X, as it may be amended or replaced from time to time, promulgated by the SEC.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term as at the date of determination in excess of 12 months). If any Indebtedness is Incurred or repaid under a revolving credit facility and is

being given pro forma effect, the interest on such Indebtedness shall be calculated based on the average daily balance of such Indebtedness for the four fiscal quarters subject to the pro forma calculation.

"Consolidated Interest Expense" means, for any period, the total interest expense of the Borrower and its Consolidated Restricted Subsidiaries, plus, to the extent Incurred by the Borrower and its Consolidated Restricted Subsidiaries in such period but not included in such interest expense, without duplication:

(1) interest expense attributable to Finance Lease Obligations and the interest expense attributable to leases constituting part of a Sale/Leaseback Transaction that does not result in a Finance Lease Obligation;

(2) amortization of debt discount and debt issuance costs;

(3) capitalized interest;

(4) noncash interest expense;

(5) commissions, discounts and other fees and charges attributable to letters of credit and bankers' acceptance financing;

(6) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) the Borrower or any Restricted Subsidiary and such Indebtedness is in default under its terms or any payment is actually made in respect of such Guarantee;

(7) net payments made pursuant to Hedging Obligations in respect of interest expense (including amortization of fees);

(8) dividends paid in cash or Disqualified Stock in respect of (A) all Preferred Stock of Restricted Subsidiaries and (B) all Disqualified Stock of the Borrower, in each case held by Persons other than the Borrower or a Restricted Subsidiary;

(9) interest Incurred in connection with investments in discontinued operations; and

(10) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than the Borrower) in connection with Indebtedness Incurred by such plan or trust;

and less, to the extent included in such total interest expense, the amortization during such period of capitalized financing costs; provided, however, that for any financing consummated after the Restatement Date, the aggregate amount of amortization relating to any such capitalized financing costs in respect of any such financing that is deducted in

calculating Consolidated Interest Expense shall not exceed 5% of the aggregate amount of such financing.

"Consolidated Net Income" means, for any period, the net income of the Borrower and its Consolidated Subsidiaries for such period; provided, however, that there shall not be included in such Consolidated Net Income:

(a) any net income of any Person (other than the Borrower) if such Person is not a Restricted Subsidiary, except that:

(1) subject to the limitations contained in clause (d) below, the Borrower's equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to the Borrower or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution made to a Restricted Subsidiary, to the limitations contained in clause (c) below);

(2) the Borrower's equity in a net loss of any such Person for such period shall be included in determining such Consolidated Net Income to the extent such loss has been funded with cash from the Borrower or a Restricted Subsidiary;

(b) any net income (or loss) of any Person acquired by the Borrower or a Subsidiary of the Borrower in a pooling of interests transaction for any period prior to the date of such acquisition;

(c) any net income of any Restricted Subsidiary if such Restricted Subsidiary is subject to restrictions on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Borrower (but, in the case of any Foreign Restricted Subsidiary, only to the extent cash equal to such net income (or a portion thereof) for such period is not readily procurable by the Borrower from such Foreign Restricted Subsidiary (with the amount of cash readily procurable from such Foreign Restricted Subsidiary being determined in good faith by a Financial Officer of the Borrower) pursuant to intercompany loans, repurchases of Capital Stock or otherwise), except that:

(1) subject to the limitations contained in clause (d) below, the Borrower's equity in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Restricted Subsidiary during such period to the Borrower or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution made to another Restricted Subsidiary, to the limitation contained in this clause); and

(2) the net loss of any such Restricted Subsidiary for such period shall not be excluded in determining such Consolidated Net Income;

(d) any gain (or loss) realized upon the sale or other disposition of any asset of the Borrower or its Consolidated Subsidiaries (including pursuant to any Sale/Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any Capital Stock of any Person;

(e) any extraordinary gain or loss; and

(f) the cumulative effect of a change in accounting principles.

Notwithstanding the foregoing, for the purpose of Section 6.02 only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of assets from Unrestricted Subsidiaries to the Borrower or a Restricted Subsidiary to the extent such dividends, repayments or transfers increase the amount of Restricted Payments permitted under Section 6.02(a)(3)(iv).

"Consolidated Revenue" means, for any period, the revenues for such period, determined in accordance with GAAP, of the Borrower and the Subsidiaries the accounts of which would be consolidated with those of the Borrower in the Borrower's consolidated financial statements in accordance with GAAP.

"Consolidated Total Assets" means, at any date, the total assets, determined in accordance with GAAP, of the Borrower and the Subsidiaries the accounts of which would be consolidated with those of the Borrower in the Borrower's consolidated financial statements in accordance with GAAP.

"Consolidation" means, unless the context otherwise requires, the consolidation of (1) in the case of the Borrower, the accounts of each of the Restricted Subsidiaries with those of the Borrower and (2) in the case of a Restricted Subsidiary, the accounts of each Subsidiary of such Restricted Subsidiary that is a Restricted Subsidiary with those of such Restricted Subsidiary, in each case in accordance with GAAP consistently applied; provided, however, that "Consolidation" will not include consolidation of the accounts of any Unrestricted Subsidiary, but the interest of the Borrower or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an investment. The term "Consolidated" has a correlative meaning.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Cooper" means Cooper Tire & Rubber Company, a Delaware corporation.

"Cooper Transaction" means the acquisition by the Borrower of Cooper pursuant to the Cooper Transaction Agreement.

"Cooper Transaction Agreement" means that certain Agreement and Plan of Merger, dated as of February 22, 2021, by and among the Borrower, Cooper and Vulcan Merger Sub Inc., a Delaware corporation, as amended, supplemented or otherwise modified from time to time.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Covered Entity" means any of the following:

a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning set forth in Section 9.22.

"Credit Documents" means this Agreement, the Issuing Bank Agreements, any Swingline Agreements, any Extension Agreements, any letter of credit applications referred to in Section 2.03(a), any promissory notes delivered pursuant to Section 2.08(e), the Security Documents, the Lien Subordination and Intercreditor Agreement and the Disclosure Letter.

"Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of (a) such Lender's Revolving Loans at such time, (b) such Lender's LC Exposure at such time and (c) such Lender's Swingline Exposure at such time.

"Credit Facilities Agreements" means this Agreement and the European Facilities Agreement.

"Credit Party" means the Borrower, each Subsidiary Guarantor and each Grantor.

"Currency Agreement" means with respect to any Person any foreign exchange contract, currency swap agreement or other similar agreement or arrangement to which such Person is a party or of which it is a beneficiary.

"Customs Broker" means a Person that is engaged to render customs brokering, freight forwarding and other services in connection with the importation and storage of Inventory.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), an interest rate per annum equal to SOFR for the day that is three U.S. Government Securities Business Days prior to (a) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (b) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to the Administrative Agent, any Swingline Lender, any Issuing Bank or any other Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower, the Administrative Agent, any Swingline Lender, any Issuing Bank or any other Lender in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied), (c) has failed, within three Business Days after request by the Administrative Agent, the Borrower, any Issuing Bank, any Swingline Lender or any other Lender, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit or Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt by the party making such request of such certification in form and substance satisfactory to it, the Administrative Agent and the Borrower, or (d) has, or has a Lender Parent that has, become the subject of a Bankruptcy Event or a Bail-In Action.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defined Benefit CPP" means any Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Deposit Account" has the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Designated Noncash Consideration" means noncash consideration received by the Borrower or one of its Restricted Subsidiaries in connection with an Asset Disposition that is designated by the Borrower as Designated Noncash Consideration, less the amount of cash or cash equivalents received in connection with a subsequent sale of such Designated Noncash Consideration, which cash and cash equivalents shall be considered Net Available Cash received as of such date and shall be applied pursuant to Section 6.04.

"Dilution Factors" means, with respect to any period, the aggregate amount recorded (in a manner consistent with current and historical accounting practices of the Borrower) to reduce Eligible Accounts Receivable on account of deductions, credit memos (net of related re-bills), returns, incorrect billings, adjustments, allowances, bad debt write-offs and other non-cash credits, in each case without duplication of any amounts relating to reserves for volume rebates or cash discounts or any other items that are included in the Accounts Receivable Reserves for such period or excluded from the value of Eligible Accounts Receivable pursuant to the definition thereof.

"Dilution Ratio" means, on any date, the amount (expressed as a percentage) equal to (a) the aggregate amount of the applicable Dilution Factors for the 12 most recently ended fiscal months divided by (b) total gross sales for the 12 most recently ended fiscal months.

"Dilution Reserve" means, on any date, (a) the applicable Dilution Ratio on such date minus 5% multiplied by (b) (i) Eligible Accounts Receivable on such date minus (ii) the Accounts Receivable Reserves on such date; provided that in no circumstance shall the Dilution Reserve be less than 0.

"Disclosure Documents" means reports of the Borrower on Forms 10-K, 10-Q and 8-K, and any amendments thereto and documents incorporated by reference therein, that shall have been (i) filed with or furnished to the SEC on or prior to March 23, 2021, or (ii) filed with or furnished to the SEC after such date and prior to the Restatement Date and delivered to the Administrative Agent prior to the date hereof.

"Disclosure Letter" means the letter to the Lenders and JPMCB from the Borrower, dated the Restatement Date, which identifies itself as the Disclosure Letter.

"Disqualified Stock" means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable) or upon the happening of any event:

(a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(b) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock convertible or exchangeable solely at the option of the

Borrower or a Restricted Subsidiary; provided, however, that any such conversion or exchange shall be deemed an Incurrence of Indebtedness or Disqualified Stock, as applicable); or

(c) is redeemable at the option of the holder thereof, in whole or in part;

in the case of each of clauses (a), (b) and (c), on or prior to 180 days after the Commitment Termination Date; provided, however, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or " change of control" occurring prior to the date that is 180 days after the Commitment Termination Date shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are not more favorable in any material respect to the holders of such Capital Stock than the provisions of Section 4.06 and Section 4.08 of (i) the Fifth Supplemental Indenture or (ii) the Seventh Supplemental Indenture; provided further, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Borrower or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, retirement, death or disability.

The amount of any Disqualified Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were redeemed, repaid or repurchased on any date on which the amount of such Disqualified Stock is to be determined pursuant to this Agreement; provided, however, that if such Disqualified Stock could not be required to be redeemed, repaid or repurchased at the time of such determination, the redemption, repayment or repurchase price will be the book value of such Disqualified Stock as reflected in the most recent financial statements of such Person.

"Documentation Agent" means each of NYCB Specialty Finance Company, LLC, BMO Harris Bank, N.A., Regions Bank and The Huntington National Bank, in its capacity as documentation agent hereunder.

"Document of Title" has the meaning set forth in Article I of the Uniform Commercial Code as from time to time in effect in the State of New York.

"Dollar Equivalent" means, on any date of determination, (a) with respect to any amount in dollars, such amount, and (b) with respect to any amount in Canadian Dollars, Euros or Pounds Sterling, the equivalent in dollars of such amount, determined by the Administrative Agent using the Exchange Rate or the LC Exchange Rate, as applicable, with respect to Canadian Dollars, Euros or Pounds Sterling, as the case may be, in effect for such amount on such date. The Dollar Equivalent amount at any time of any Letter of Credit or LC Disbursement denominated in Canadian Dollars, Euros or Pounds Sterling shall be the amount most recently determined as provided in Section 1.03.

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"EBITDA" means, for any period, the Consolidated Net Income for such period, plus, without duplication, the following, to the extent deducted in calculating such Consolidated Net Income:

(a) income tax expense of the Borrower and its Consolidated Restricted Subsidiaries;

(b) Consolidated Interest Expense;

(c) depreciation expense of the Borrower and its Consolidated Restricted Subsidiaries;

(d) amortization expense of the Borrower and its Consolidated Restricted Subsidiaries (excluding amortization expense attributable to a prepaid cash item that was paid in a prior period); and

(e) all other noncash charges of the Borrower and its Consolidated Restricted Subsidiaries (excluding any such noncash charge to the extent it represents an accrual of or reserve for cash expenditures in any future period) less all noncash items of income of the Borrower and its Restricted Subsidiaries in each case for such period (other than normal accruals in the ordinary course of business).

Notwithstanding the foregoing, the provision for taxes based on the income or profits of, and the depreciation and amortization and noncash charges of, a Restricted Subsidiary of the Borrower shall be added to Consolidated Net Income to compute EBITDA only to the extent (and in the same proportion) that the net income of such Restricted Subsidiary was included in calculating Consolidated Net Income and only if (A) a corresponding amount would be permitted at the date of determination to be dividended to the Borrower by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted Subsidiary or its shareholders or (B) in the case of any Foreign Restricted Subsidiary, a corresponding amount of cash is readily procurable by the Borrower from such Foreign Restricted Subsidiary (as determined in good faith by a Financial Officer of the Borrower) pursuant to intercompany loans, repurchases of Capital Stock or otherwise, provided that to the extent cash of such Foreign Restricted Subsidiary provided the basis for including the net income of such Foreign Subsidiary in Consolidated Net Income pursuant to clause (c) of the definition of "Consolidated Net Income," such cash shall not be taken into account for the purposes of determining readily procurable cash under this clause (B).

"EEA Financial Institution" has the meaning set forth in Section 9.21.

"EEA Member Country" has the meaning set forth in Section 9.21.

"EEA Resolution Authority" has the meaning set forth in Section 9.21.

"Effective Advance Rate" means, on any date, the percentage equal to the Inventory Advance Amount (as defined in the definition of "Borrowing Base") on such date divided by the Inventory Value of all Inventory of the Borrower and each other Grantor on such date.

"Eighth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Eighth Supplemental Indenture dated as of April 6, 2021, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Electronic Signature" means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eleventh Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Eleventh Supplemental Indenture dated as of May 18, 2021, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Eligible Accounts Receivable" means, at the time of any determination, each Account that satisfies the following criteria at the time of such determination: such Account (a) has been invoiced to, and represents the bona fide amounts due to the Borrower or another Grantor from, the purchaser of goods or services, in each case originated in the ordinary course of business of the Borrower or such Grantor and (b) is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (i) through (xxii) below or otherwise deemed by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) to be ineligible for inclusion in the calculation of the Borrowing Base based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives; any such decision by the Administrative Agent or the Majority Lenders shall be made by written notice to the Borrower setting forth in reasonable detail the basis for such decision, and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after the date of receipt by the Borrower of such written notice. Without limiting the generality of the foregoing, to qualify as Eligible Accounts Receivable an Account shall indicate no Person other than the Borrower or another Grantor as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (a) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that the Borrower or another Grantor could reasonably be expected to be obligated to rebate to a customer pursuant to the terms of any agreement or understanding (written or oral)), in each case without duplication of any amounts that are included in the Accounts

Receivable Reserves or the Dilution Factors for such period, (b) the aggregate amount of all limits and deductions provided for in this definition and (c) the aggregate amount of all cash received in respect of such Account but not yet applied by the Borrower or another Grantor to reduce the amount of such Account. Standards of eligibility may be fixed from time to time by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives; provided that prior written consent of Lenders having aggregate Credit Exposures and unused Commitments representing at least 66-2/3% of the sum of the total Credit Exposures and unused Commitments at such time shall be required to change such eligibility standards in a manner which would increase the amount of the Borrowing Base Availability. Any changes to such standards by the Administrative Agent or the Majority Lenders shall be made by written notice to the Borrower setting forth in reasonable detail the basis for such change, and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after the date of receipt by the Borrower of such written notice. Unless otherwise approved from time to time in writing by the Administrative Agent, an Account shall not be an Eligible Accounts Receivable (or, in the case of clauses (vii) and (xv) below, the affected portion of such Account shall be deemed not to be an Eligible Accounts Receivable) if, without duplication:

(i) the Borrower or another Grantor does not have good and valid title to such Account; or

(ii) such Account (x) is unpaid more than 60 days from the original due date or (y) has been written off the books of the Borrower or another Grantor or has been otherwise designated on such books as uncollectible; or

(iii) more than 50% in face amount of all Accounts of the same Account Debtor (x) are unpaid more than 60 days from the original due date or (y) have been written off the books of the Borrower or another Grantor or have been otherwise designated on such books as uncollectible; or

(iv) the Account Debtor is insolvent or the subject of any bankruptcy case or insolvency proceeding of any kind; or

(v) such Account is not payable in dollars and/or Canadian Dollars, the Account Debtor is not located (or, for purposes of the Quebec Civil Code, if applicable, its principal place of business or domicile is not located) inside the United States or Canada, the Account Debtor does not have significant assets inside the United States or Canada or the enforceability of such Account is not governed by the laws of the United States or Canada or any of their respective states, provinces, territories or possessions or any political subdivision of any thereof; or

(vi) the Account Debtor is the United States of America or Canada or any department, agency or instrumentality thereof, unless the Borrower or the other applicable Grantor duly assigns its rights to payment of such Account to the

Administrative Agent pursuant to the Assignment of Claims Act of 1940, as amended, or the Financial Administration Act (Canada), as amended, as applicable, which assignment and related documents and filings shall be in form and substance satisfactory to the Administrative Agent; or

(vii) to the extent of any security deposit, progress payment, retainage or other similar advance made by or for the benefit of the applicable Account Debtor to which such Account is subject; or

(viii) such Account (x) is not subject to a valid and perfected first priority Lien in favor of the Administrative Agent for the benefit of the Secured Parties to the extent that such a Lien may be perfected by filing UCC financing statements or making such other personal property security filings or registrations as may be required under the laws of the applicable jurisdiction in which such Account Debtor is located or has its principal place of business or domicile (for the purposes of the Quebec Civil Code, if applicable), subject to no other Liens other than Permitted Encumbrances or (y) does not otherwise conform in all material respects to the applicable representations and warranties contained in the Credit Documents; or

(ix) (x) such Account was invoiced or payment was received thereon (A) in advance of goods or services provided or (B) more than once or (y) the associated income has not been earned; or

(x) such Account is a note receivable or non-trade Account or relates to payments for rent or interest; or

(xi) the sale to the Account Debtor is on a bill-and-hold, sale on approval or consignment (it being understood and agreed that an Account that arises in connection with a sale of such goods by the consignee thereof shall not be deemed to be ineligible by reason of this clause (xi)) or other similar basis or made pursuant to any other agreement (other than an ordinary course customer warranty) providing for repurchases or return of any merchandise which has been claimed to be defective or otherwise unsatisfactory; or

(xii) the goods giving rise to such Account have not been shipped and title has not been transferred to the Account Debtor or such Account represents a progress-billing; for purposes hereof, progress-billing means any invoice for goods sold or leased or services rendered under a contract or agreement pursuant to which the Account Debtor's obligation to pay such invoice is conditioned upon the Borrower's or the other applicable Grantor's completion of any further performance under such contract or agreement; or

(xiii) such Account arises out of a sale made by the Borrower or another Grantor to an Affiliate (other than an Eligible Affiliate) of the Borrower or such Grantor; or

(xiv) such Account was created by the Borrower or another Grantor as a new receivable for the unpaid portion of an outstanding Account; or

(xv) the Account Debtor (x) is a creditor, (y) has or has asserted a right of set-off against the Borrower or another Grantor with respect to such Account (unless such Account Debtor has entered into a written agreement reasonably acceptable to the Administrative Agent to waive such set-off rights) or (z) has disputed its liability (whether by chargeback, dispute or otherwise) or made any asserted or unasserted claim with respect to such Account or any other Account of the Borrower or such other Grantor (as applicable) which has not been resolved, in each case, without duplication, to the extent of the amount owed by the Borrower or such other Grantor (as applicable) to the Account Debtor, the amount of such actual or asserted right of set-off or the amount of such dispute or claim, as the case may be; or

(xvi) such Account does not comply in all material respects with the requirements of all applicable laws and regulations, whether Federal, State, provincial, territorial or local, including the Federal Consumer Credit Protection Act, the Federal Truth in Lending Act and Regulation Z of the Board and applicable Canadian provincial consumer protection/cost of credit disclosure legislation; or

(xvii) such Account is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates that any Person other than the Borrower or another Grantor has or has had or has purported to have or have had an ownership interest in such goods and in the Account resulting from the sale of such goods; or

(xviii) such Account is an extended terms account, which is not due and payable within 180 days from the original date of invoice; or

(xix) such Account is created on cash on delivery terms or is payment for freight claims; or

(xx) to the extent that such Account has been reclassified, as a result of a workout or other similar situation relating to the credit worthiness of the applicable Account Debtor, from an account receivable to a note receivable; or

(xxi) the Account Debtor has not been instructed by the Borrower or any of the other Grantors to pay such Account directly into a Deposit Account in the Lockbox System; or

(xxii) such Account relates to the Retail Division, unless (x) the applicable Account Debtor has been instructed by the Borrower or any of the other Grantors to pay such Account (or, such payment is deposited) directly into a Deposit Account that is swept into a Deposit Account in the Lockbox System on at least a weekly basis or (y) such Account meets certain criteria and is deemed eligible by the Administrative Agent in its sole discretion.

Notwithstanding the foregoing, at the time of any determination of Eligible Accounts Receivable, an amount equal to all Eligible Accounts Receivable of any single Account Debtor and its Affiliates which in the aggregate exceed (a) 20% in respect of (i)

an Account Debtor that is rated Investment Grade by either Moody's or Standard & Poor's and (ii) TireHub JV and its Affiliates (regardless of their respective credit ratings) or (b) 12% in respect of any other Account Debtor, in each case of the total amount of all Eligible Accounts Receivable at such time of determination shall be deemed not to be Eligible Accounts Receivable to the extent of such excess. In determining the aggregate amount of Accounts from all Account Debtors that are unpaid more than 60 days from the due date pursuant to clause (ii) above, any net credit balances relating to Accounts of any Account Debtor that are unpaid for more than 60 days from the due date shall not be included, to the extent such net credit balances do not exceed the total Accounts (excluding any Accounts that are included in the calculation of such net credit balances) that are unpaid from such Account Debtor.

"Eligible Affiliate" means any Affiliate of the Borrower, provided that (a) the Borrower and the Subsidiaries do not own, control or hold, directly or indirectly, individually or in the aggregate, Capital Stock of such Affiliate representing 50% or more of the equity or 50% or more of the voting power or, in the case of a partnership, 50% or more of the general partnership interests of such Affiliate, (b) the accounts of such Affiliate are not consolidated with those of the Borrower in the Borrower's consolidated financial statements (and are not required to be so consolidated in accordance with GAAP), (c) each Account due to the Borrower or another Grantor from such Affiliate requires payment for the goods sold or leased or the services rendered to such Affiliate in cash and on terms that are no less favorable to the Borrower or such Grantor, as the case may be, than those that could be obtained at such time in arm's-length dealings with a Person who is not such an Affiliate and (d) such Affiliate meets any other eligibility standard or requirement that is imposed by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives; any changes to such standards or requirements or the imposition of any additional standard or requirement by the Administrative Agent or the Majority Lenders shall be made by written notice to the Borrower setting forth in reasonable detail the basis for such change or addition, and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after the date of receipt by the Borrower of such written notice.

"Eligible Cash" means cash identified as "eligible cash" on the applicable Borrowing Base Certificate that is held in one or more United States or Canadian Deposit Accounts that are (a) owned by one or more Grantors, (b) maintained with the Administrative Agent or one or more Lenders and (c) subject to one or more account control agreements for the benefit of, and reasonably satisfactory to, the Administrative Agent.

"Eligible Finished Goods" means, on any date, without duplication, the Inventory Value of all Eligible Inventory and Eligible In-Transit Inventory of the Borrower and each other Grantor defined as Finished Goods by the Borrower on such date as shown on the Borrower's (or such Grantor's, as the case may be) perpetual inventory records in accordance with its (or such Grantor's, as the case may be) current and historical accounting practices; provided that the aggregate amount of such Inventory Value attributable to Eligible In-Transit Inventory shall not exceed $75,000,000.

"Eligible In-Transit Inventory" means, on any date, any In-Transit Inventory of the Borrower or another Grantor that on such date would constitute Eligible Inventory, disregarding for purposes of the foregoing the ineligibility criteria set forth in clauses (a) (but subject to the requirements of clause (a) below), (c), (d)(ii), (d)(iv) and (i)(ii) of the definition of the term "Eligible Inventory"; provided that:

(a) under the terms of sale applicable to such Inventory, title and risk of loss with respect to such Inventory shall have passed from the applicable Inventory Vendor to, and such Inventory shall be owned by, the Borrower or another such Grantor (or to and by the Administrative Agent solely on account of a Bill of Lading or other another Document of Title covering such Inventory having been duly negotiated to, or otherwise being held by, the Administrative Agent (or any appointed agent thereof));

(b) if the applicable Inventory Vendor is not the Borrower or a Subsidiary, (i) the Borrower or another Grantor shall have paid the applicable Inventory Vendor in full for such Inventory, (ii) under the terms of sale applicable to such Inventory, no payment shall be due by the Borrower or any Subsidiary to the applicable Inventory Vendor with respect to such Inventory until after the date reasonably expected to be the date on which such Inventory is physically delivered to the Borrower or another Grantor, as applicable (and the applicable Inventory Vendor not having any " stoppage in-transit" or similar rights with respect to such Inventory under applicable law) or (iii) the payment obligations of the Borrower or another such Grantor, as applicable, to the applicable Inventory Vendor with respect to such Inventory shall be covered in full by a letter of credit and all related documents shall be in compliance with the terms of such letter of credit;

(c) such Inventory shall be fully insured, to the extent of at least 100% of its cost, by marine or air cargo or other casualty insurance maintained by the Borrower or another Grantor, in such amounts, with such insurance companies, subject to such deductibles and against such risks (including war and terrorism risks) as are reasonably satisfactory to the Administrative Agent and in respect of which the Administrative Agent has been named as a lender loss payee pursuant to a lender loss payee endorsement reasonably acceptable to the Administrative Agent;

(d) such Inventory (including any Inventory originating in Mexico) shall be (i) located in the United States or Canada, or (ii) in transit via ship or other marine vessel in international waters;

(e) such Inventory is evidenced by a (i) negotiable Document of Title, all originals of which have been delivered to the Administrative Agent, (ii) negotiable Bill of Lading or similar document providing for the right to take possession of the Inventory, in each case under clauses (i) and (ii) above, that reflects the Borrower or a Grantor as consignee or, if requested by the Administrative Agent after the occurrence of an Event of Default, names the Administrative Agent as consignee or (iii) such other arrangements as may be acceptable to the Administrative Agent in its sole discretion that results in a valid and perfected first priority Lien of the Administrative Agent;

(f) the Documents of Title related thereto are subject to the valid and perfected first priority Lien of the Administrative Agent for the benefit of the Secured Parties to the extent that such a Lien may be perfected by filing UCC financing statements or such other personal property security filings or registrations as may be required under the laws of the applicable jurisdiction in which such Inventory is located, subject to no other Liens other than Permitted Encumbrances (other than those described in clause (f) of the definition of "Permitted Encumbrances");

(g) such Inventory has not been in transit for more than 75 days;

(h) the common carrier or other third party carrier is not an Affiliate of the Borrower or of the applicable Inventory Vendor; and

(i) the Customs Broker for such Inventory is not an Affiliate of the Borrower.

"Eligible Inventory" means, at the time of any determination thereof, without duplication, the Inventory Value of the Inventory of the Borrower and each other Grantor at the time of such determination that is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (n) below or otherwise deemed by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) to be ineligible for inclusion in the calculation of the Borrowing Base based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives; any such decision by the Administrative Agent or the Majority Lenders shall be made by written notice to the Borrower setting forth in reasonable detail the basis for such decision, and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after the date of receipt by the Borrower of such written notice. Without limiting the generality of the foregoing, to qualify as "Eligible Inventory" no Person other than the Borrower or another Grantor shall have any direct or indirect ownership, interest or title to such Inventory and no Person other than the Borrower or another Grantor shall be indicated on any purchase order or invoice with respect to such Inventory as having or purporting to have an interest therein. Unless otherwise approved from time to time in writing by the Administrative Agent, no Inventory shall be deemed Eligible Inventory to the extent that such Inventory is accounted for in the Borrower's (or such Grantor's, as the case may be) perpetual inventory balance and, without duplication:

(a) it is not owned solely by the Borrower or another Grantor or the Borrower or another Grantor does not have good and valid title thereto or any interest therein has been sold pursuant to, or is otherwise subject to, a Qualified Receivables Transaction; or

(b) it is not located in the United States or Canada; or

(c) it (i) is not either (x) located on a Permitted Inventory Location or (y) in transit from a Permitted Inventory Location to another Permitted Inventory Location or (ii) is located at a dormant facility that is no longer operated by the Borrower or another Grantor; or

(d) it is (i) goods returned or rejected by the Borrower's or another Grantor's customers and is not saleable in the ordinary course of business of the Borrower or another Grantor, (ii) Inventory in transit on the water via ship or other marine vessel to the Borrower or another Grantor (outside the United States or Canada), (iii) goods in transit from the Borrower or another Grantor to customers of the Borrower or another Grantor, or (iv) Inventory in transit to the Borrower or another Grantor from a third party vendor; or

(e) it is Inventory (other than Raw Materials or Work in Process) not sold in the ordinary course of business of the Borrower or another Grantor, including engineering stores, miscellaneous supplies, packaging or shipping materials, cartons, repair parts, fuel, labels, miscellaneous spare parts, samples, prototypes, displays or display items; or

(f) it is not subject to a valid and perfected first priority Lien in favor of the Administrative Agent for the benefit of the Secured Parties to the extent that such a Lien may be perfected by filing UCC financing statements or such other personal property security filings or registrations as may be required under the laws of the applicable jurisdiction in which such Inventory is located, subject to no other Liens other than Permitted Encumbrances (other than those described in clause (f) of the definition of "Permitted Encumbrances"); or

(g) it is Work in Process that will be reclassified as Raw Material prior to becoming Finished Goods; or

(h) it is consigned or at a customer location (other than Inventory consigned to original equipment manufacturers at no more than 20 locations in total, each of which has Inventory of the Borrower and the other Grantors with an Inventory Value in excess of $300,000 and with respect to which an Access Agreement has been obtained); or

(i) it is (i) being processed offsite at a third party processor at premises neither reflected in the Rent Reserve nor subject to a Lien Waiver or (ii) in transit to or from any such third party processor; or

(j) it is classified by the Borrower or another Grantor as "obsolete", "unmerchantable" or "off spec without a ready market", or does not otherwise conform in all material respects to the applicable representations and warranties contained in the Credit Documents; or

(k) it is marked for return by the Borrower or another Grantor to the vendor of such Inventory; or

(l) it does not meet in all material respects all materials standards imposed by any Governmental Authority having regulatory authority over it; or

(m) it is classified by the Borrower or another Grantor as casings used for the retreading of commercial truck tires; or

(n) it is classified by the Borrower or another Grantor as "shipped but not billed".

"Eligible Machinery and Equipment" means, at the time of any determination thereof, without duplication, the value of the Goodyear Equipment of the Borrower and each other Grantor at the time of such determination that is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (k) below or otherwise deemed by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) to be ineligible for inclusion in the calculation of the Borrowing Base based on the results of collateral and borrowing base evaluations and monitoring conducted by the Administrative Agent and its designated representatives; any such decision by the Administrative Agent or the Majority Lenders shall be made by written notice to the Borrower setting forth in reasonable detail the basis

for such decision and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after receipt by the Borrower of such written notice. Without limiting the generality of the foregoing, to qualify as "Eligible Machinery and Equipment" no Person other than the Borrower or another Grantor shall have any direct or indirect ownership, interest or title to such Goodyear Equipment. Unless otherwise approved from time to time in writing by the Administrative Agent, Goodyear Equipment shall not be Eligible Machinery and Equipment if, without duplication:

(a) it is not owned solely by the Borrower or another Grantor or the Borrower or another Grantor does not have good and valid title thereto; or

(b) the full purchase price for such Goodyear Equipment has not been paid by the Borrower or the applicable Grantor; or

(c) it is not located on property in the United States or Canada owned by the Borrower or another Grantor; or

(d) it is obsolete, unmerchantable or is not in good working condition (ordinary wear and tear excepted) or is not used or held for use by the Borrower or another Grantor in the ordinary course of business; or

(e) it is damaged or defective and is not repairable; or

(f) it is subject to (within the meaning of Section 9-311 of the UCC) any certificate of title (or comparable) statute (unless the Administrative Agent has a first priority, perfected Lien under such statute and the Administrative Agent has possession and custody of such certificate); or

(g) it (x) is not subject to a valid and perfected first priority Lien in favor of the Administrative Agent for the benefit of the Secured Parties to the extent that such a Lien may be perfected by filing UCC financing statements or such other personal property security filings or registrations as may be required under the laws of the applicable jurisdiction in which such Goodyear Equipment is located, subject to no other Liens other than Permitted Encumbrances or (y) does not otherwise conform in all material respects to the applicable representations and warranties contained in the Credit Documents; or

(h) it is not serviced or maintained in accordance with industry standards; or

(i) it does not conform in all material respects to all applicable standards imposed by any relevant Governmental Authority; or

(j) it is not covered by property insurance required by this Agreement in respect of which the Administrative Agent has been named as a lender loss payee

pursuant to a lender loss payee endorsement reasonably acceptable to the Administrative Agent; or

(k) it is (x) subject to a commitment by the Borrower or another Grantor to sell such Goodyear Equipment or to any agreement which materially restricts the ability of the Credit Parties to use, sell, transport or dispose of such Goodyear Equipment or which materially restricts the Administrative Agent's ability to take possession of, sell or otherwise dispose of such Goodyear Equipment (including if such Goodyear Equipment is subject to any licensing or similar requirement or if its use or operation requires proprietary software that is not freely assignable to the Administrative Agent) or (y) located at a facility that has ceased operations (other than on a temporary basis).

"Eligible Raw Materials" means, on any date, the Inventory Value of all Eligible Inventory of the Borrower and each Grantor defined as Raw Materials on such date as shown on the Borrower's (or such Grantor's, as the case may be) perpetual inventory records in accordance with its (or such Grantor's, as the case may be) current and historical accounting practices.

"Eligible Work in Process" means, on any date, the Inventory Value of all Eligible Inventory of the Borrower and each Grantor defined as Work in Process on such date as shown on the Borrower's (or such Grantor's, as the case may be) perpetual inventory records in accordance with its (or such Grantor's, as the case may be) current and historical accounting practices.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, the preservation or reclamation of natural resources, the presence, management or release of, or exposure to, any Hazardous Materials or to health and safety matters.

"Environmental Liability" means all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Borrower or any Subsidiary, is treated as a single

employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to any Plan (other than an event for which the 30-day notice period is waived or an event described in Section 4043.33 of Title 29 of the Code of Federal Regulations); (b) any failure by any Plan to satisfy the minimum funding standards (as defined in Section 412 of the Code or Section 302 of ERISA) applicable to such Plan as to which a waiver has not been obtained; (c) the incurrence by the Borrower, a Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (d) the treatment of a Plan amendment as a termination under Section 4041 of ERISA; (e) any event or condition, other than the Transactions, that would be materially likely to result in the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan under Section 4042 of ERISA; (f) the receipt by the Borrower, a Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice of an intention to terminate any Plan or to appoint a trustee to administer any Plan; (g) the incurrence by the Borrower, any Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (h) the receipt by the Borrower, any Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower, any Subsidiary or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA or in critical status, within the meaning of Section 305 of ERISA.

"EU Bail-In Legislation Schedule" has the meaning set forth in Section 9.21.

"Euro" or "€" means the lawful currency of the member states of the European Union that have adopted a single currency in accordance with applicable law or treaty.

"Euro Equivalent" means with respect to any monetary amount in a currency other than Euros, at any time of determination thereof, the amount of Euros obtained by converting such foreign currency involved in such computation into Euros at the spot rate for the purchase of Euros with the applicable foreign currency as published in The Wall Street Journal in the "Exchange Rates" column under the heading "Currency Trading" on the date two Business Days prior to such determination.

"European Bank Indebtedness" means any and all amounts payable under or in respect of the European Facilities Agreement and any Refinancing Indebtedness with respect thereto or with respect to such Refinancing Indebtedness, as amended from time to time, including principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Borrower, whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations and all other amounts payable thereunder or in respect thereof.

"European Facilities Agreement" means the Amended and Restated Revolving Credit Agreement dated as of March 27, 2019, among GEBV, the other borrowers thereunder, certain lenders, certain issuing banks, J.P. Morgan Europe Limited, as administrative agent, and JPMCB, as collateral agent, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), refinanced, restructured or otherwise modified from time to time (except to the extent that any such amendment, restatement, supplement, waiver, replacement, refinancing, restructuring or other modification thereto would be prohibited by the terms of this Agreement, unless otherwise agreed to by the Majority Lenders).

"European Guarantee and Collateral Agreement" means the amended and restated Master Guarantee and Collateral Agreement among the Borrower, the Subsidiaries party thereto and JPMCB, in its capacity as collateral agent under the credit agreements described therein, dated as of April 8, 2005, as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein).

"Event of Default" has the meaning assigned to such term in Section 7.01.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Exchange Rate" means, on any day, with respect to Canadian Dollars, Euros or Pounds Sterling in relation to dollars, the rate at which such currency may be exchanged into dollars, as set forth at approximately 12:00 noon, New York City time, on such day on the Reuters World Currency Page for Canadian Dollars, Euros or Pounds Sterling, as applicable. In the event that any such rate does not appear on the applicable Reuters World Currency Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower or, in the absence of such agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent, at or about 11:00 a.m., New York City time, on such date for the purchase of dollars with Canadian Dollars, Euros or Pounds Sterling, as the case may be, for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with the Borrower, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Subsidiary" means (i) any Subsidiary with only nominal assets and no operations and (ii) any Subsidiary that is a Receivables Entity. No Subsidiary shall be an Excluded Subsidiary if it is (a) a US Guarantor under the European Guarantee and Collateral Agreement or a "Subsidiary Guarantor" (that is organized under the laws of the United States or Canada or any of their respective states, provinces, territories or possessions or any political subdivision of any thereof) under the GEBV Notes Indenture, (b) a " Subsidiary Guarantor" under any Specified Supplemental Indenture or (c) a Subsidiary of the Borrower that Guarantees any obligations arising under an indenture or any other document governing Material Indebtedness of the Borrower entered into after the date hereof.

"Excluded Swap Obligation" means, with respect to any Credit Party, any Swap Obligation if, and to the extent that, the Guarantee by such Credit Party of, or the grant by such Credit Party of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Credit Party's failure for any reason to constitute an " eligible contract participant" as defined in the Commodity Exchange Act at the time the Guarantee of such Credit Party, or the grant by such Credit Party of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal in accordance with the first sentence of this definition.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise Taxes imposed on (or measured by) its net income by the United States or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits Taxes imposed by the United States or any similar Tax imposed by any other jurisdiction described in clause (a) above, (c) (i) any withholding Tax that is imposed by the United States on amounts payable to a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.17(b)) at the time such Foreign Lender first becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Tax pursuant to Section 2.15(a) or (ii) any withholding Tax that is imposed by the United States on amounts payable to a Foreign Lender that is attributable to such Foreign Lender's failure to comply with Sections 2.15(f) and (g), and (d) any U.S. Federal withholding Taxes imposed under FATCA.

"Existing Credit Agreement" means the Amended and Restated First Lien Credit Agreement dated as of April 9, 2020, among the Borrower, the lenders party thereto, the issuing banks and other financial institutions from time to time party thereto and JPMCB, as administrative agent and collateral agent, as in effect immediately prior to the effectiveness of this Agreement.

"Existing Guarantee and Collateral Agreement" means the First Lien Guarantee and Collateral Agreement dated as of April 8, 2005, as amended and restated as of April 7, 2016, and as further amended and restated as of April 9, 2020, among the Borrower, the Subsidiary Guarantors, the Grantors, certain other Subsidiaries and the Collateral Agent, as in effect immediately prior to the Restatement Date.

"Existing Letters of Credit" means each letter of credit outstanding as of the Restatement Date, each of which is set forth in the Disclosure Letter.

"Extending Lender" has the meaning set forth in Section 2.19(a).

"Extension Agreement" means an extension agreement, in form and substance reasonably satisfactory to the Administrative Agent, among the Borrower, the Administrative Agent and one or more Extending Lenders, effecting an Extension Permitted Amendment and such other amendments hereto and to the other Credit Documents as are contemplated by Section 2.19.

"Extension Permitted Amendment" means an amendment to this Agreement and the other Credit Documents, effected in connection with an Extension Request pursuant to Section 2.19, providing for an extension of the Commitment Termination Date of the Extending Lenders' applicable Loans and/or Commitments (such Loans or Commitments being referred to as the "Extended Loans" or "Extended Commitments", as applicable) and, in connection therewith, (a) an increase or decrease in the rate of interest accruing on such Extended Loans, (b) an increase or decrease in the fees payable to, or the inclusion of new fees to be payable to, the Extending Lenders in respect of such Extension Request or their Extended Loans or Extended Commitments and/or (c) an addition, removal or modification of any affirmative or negative covenants of the Credit Parties under, or other provisions of, the Credit Documents, provided that any such addition, removal or modification shall only apply during the period commencing on the latest Commitment Termination Date in effect immediately prior to such Extension Permitted Amendment, other than any added covenants that are to be effective prior to such time which added covenants shall equally benefit the Extending Lenders and all other Lenders.

"Extension Request" has the meaning set forth in Section 2.19(a).

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as such price is, unless specified otherwise in this Agreement, determined in good faith by a Financial Officer of the Borrower or by the Board of Directors.

"FATCA" means Sections 1471 through 1474 of the Code, as in effect on the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements with respect thereto.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate; provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.

"Fifth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Fifth Supplemental Indenture dated as of May 13, 2016, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Finance Lease Obligations" means, an obligation that is required to be classified and accounted for as a finance lease for financial reporting purposes in accordance with GAAP, and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with GAAP.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or any assistant treasurer of the Borrower, or any senior vice president or higher ranking executive to whom any of the foregoing report.

"Finished Goods" means completed goods that require no additional processing or manufacturing to be sold by the Borrower or another Grantor in the ordinary course of business.

"First Lien Agreement" means this Agreement, namely the Amended and Restated First Lien Credit Agreement dated as of the date hereof, among the Borrower, certain lenders, certain issuing banks, and JPMCB, as administrative agent and collateral agent, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), refinanced, restructured or otherwise modified from time to time.

"Fitch" means Fitch Ratings, Inc., and any successor thereto.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR or Adjusted Daily Simple SOFR, as applicable.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is located. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Pledge Agreement" means a pledge agreement securing the Obligations or any of them that is governed by the law of a jurisdiction other than the United States and reasonably satisfactory in form and substance to the Collateral Agent.

"Foreign Restricted Subsidiary" means any Restricted Subsidiary that is not organized under the laws of the United States or any State thereof or the District of Columbia, other than Goodyear Canada.

"Foreign Subsidiary" means any Subsidiary organized under the laws of a jurisdiction other than the United States or any of its territories or possessions or any political subdivision thereof.

"GAAP" means generally accepted accounting principles in the United States.

"GEBV" means Goodyear Europe B.V.

"GEBV Notes" means up to €400,000,000 aggregate principal amount of senior unsecured notes of GEBV issued on September 28, 2021, under the GEBV Notes Indenture.

"GEBV Notes Indenture" means the Indenture dated as of September 28, 2021, among the Borrower, GEBV, certain Subsidiaries, Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as principal paying agent and transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and transfer agent.

"Goodyear Argentina" means Neumáticos Goodyear S.r.L., a limited liability company incorporated under the laws of the Republic of Argentina, and its successors and permitted assigns.

"Goodyear Canada" means Goodyear Canada Inc., an Ontario corporation, and its successors and permitted assigns.

"Goodyear Equipment" means all machinery, apparatus, equipment, fittings, furniture, motor vehicles, and other fixed assets owned by the Borrower or another Grantor and used or held for sale by the Borrower or such Grantor, as applicable, in the ordinary course of its business, whether now owned or hereafter acquired by the Borrower or another Grantor and wherever located, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor.

"Goodyear Luxembourg" means Goodyear S.A., a société anonyme organized under the laws of Luxembourg, and its successors and permitted assigns.

"Goodyear Venezuela" means C.A. Goodyear de Venezuela, a compañía anónima organized under the laws of Venezuela, and its successors and permitted assigns.

"Governmental Authority" means the government of the United States, Canada, any other nation or any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Grantors" means the Borrower and each North American Subsidiary that is, or is required pursuant to Section 5.08 to become, a Grantor (as defined in the Guarantee and Collateral Agreement) and, if applicable, a party to any Canadian Security Agreement.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, however, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning. The term "Guarantor" means any Person Guaranteeing any obligation.

"Guarantee and Collateral Agreement" means the First Lien Guarantee and Collateral Agreement among the Borrower, the Subsidiary Guarantors, the Grantors, certain other Subsidiaries and the Collateral Agent, dated as of April 8, 2005, as amended and restated as of April 7, 2016, as further amended and restated as of April 9, 2020, as further amended and restated as of the Restatement Date and as thereafter from time to

time further amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein).

"Hazardous Materials" means (a) petroleum products and byproducts, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, radon gas, chlorofluorocarbons and all other ozone-depleting substances; and (b) any pollutant or contaminant or any hazardous, toxic, radioactive or otherwise regulated chemical, material, substance or waste that is prohibited, limited or regulated pursuant to any applicable Environmental Law.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or raw materials hedge agreement.

"IBA" has the meaning set forth in Section 1.07.

"Incur" means issue, assume, Guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning. The accretion of principal of a non-interest bearing or other discount security shall not be deemed the Incurrence of Indebtedness.

"Indebtedness" means, with respect to any Person on any date of determination, without duplication:

(1) the principal of and premium (if any) in respect of indebtedness of such Person for borrowed money;

(2) the principal of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all obligations of such Person for the reimbursement of any obligor on any letter of credit, bank guarantee, bankers' acceptance or similar credit transaction (other than obligations with respect to letters of credit, bank guarantees, Trade Acceptances or similar credit transactions securing obligations (other than obligations described in clauses (1), (2) and (5)) entered into in the ordinary course of business of such Person to the extent such letters of credit, bank guarantees, Trade Acceptances or similar credit transactions are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following payment on the letter of credit, bank guarantee, Trade Acceptance or similar credit transaction);

(4) all obligations of such Person to pay the deferred and unpaid purchase price of property or services (except Trade Payables), which

purchase price is due more than six months after the date of placing such property in service or taking delivery and title thereto or the completion of such services;

(5) all Finance Lease Obligations and all Attributable Debt of such Person;

(6) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary of such Person, any Preferred Stock (but excluding, in each case, any accrued and unpaid dividends);

(7) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided, however, that the amount of Indebtedness of such Person shall be the lesser of:

(A) the Fair Market Value of such asset at such date of determination and

(B) the amount of such Indebtedness of such other Persons;

(8) Hedging Obligations of such Person; and

(9) all obligations of the type referred to in clauses **(1)** through **(8)** of other Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any Guarantee.

Notwithstanding the foregoing, in connection with the purchase by the Borrower or any Restricted Subsidiary of any business, the term "Indebtedness" shall exclude post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above; provided, however, that in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnitee" has the meaning set forth in Section 9.03.

"Information" has the meaning set forth in Section 9.12.

"Intellectual Property" has the meaning set forth in the Guarantee and Collateral Agreement.

"Intercompany Items" means obligations owed by the Borrower or any Subsidiary to the Borrower or any other Subsidiary.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.06 in substantially the form of Exhibit B hereto.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December, (b) with respect to any Term Benchmark Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period and (c) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the date of the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month).

"Interest Period" means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter or ending on the same day of the week that is one week thereafter, as the Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period (other than a one week Interest Period) that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from (and that has not been subsequently reinstated to) this definition pursuant to Section 2.12(b)(4) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interest Rate Agreement" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement to which such Person is a party or of which it is a beneficiary.

"In-Transit Inventory" means Inventory of the Borrower or another Grantor that is in transit to a Permitted Inventory Location.

"Inventory" has the meaning specified in the UCC.

"Inventory Reserves" means, on any date, an amount equal to the sum of the following reserves maintained on the Borrower's and each other Grantor's general ledger (calculated in each case in accordance with the current and historical accounting practices of the Borrower or such Grantor, as the case may be) with respect to Eligible Inventory and Eligible In-Transit Inventory, without duplication of any deductions made pursuant to the definitions of "Additional Inventory Reserves", "Eligible Inventory", "Eligible In-Transit Inventory" and "Inventory Value":

(a) a reserve for Inventory that is damaged;

(b) a revaluation reserve to reflect capitalized manufacturing variances whereby aggregate net variances (if favorable) shall be deducted from Eligible Inventory or Eligible In-Transit Inventory, as applicable, and aggregate net variances (if unfavorable) shall not be added to Eligible Inventory or Eligible In-Transit Inventory, as applicable;

(c) a reserve equal to the aggregate Inventory Value of Eligible Inventory and Eligible In-Transit Inventory attributable to intercompany or intracompany profit among the Borrower and its Affiliates (other than Eligible Affiliates); and

(d) a lower of cost or market reserve for any differences between the Borrower's actual cost to produce versus the Borrower's sale price to third parties, determined on a product line basis.

"Inventory Value" means, with respect to any Inventory of the Borrower or any other Grantor at the time of any determination thereof, an amount equal to such Inventory carried on the perpetual inventory records of the Borrower (or such Grantor, as the case may be) stated on a basis consistent with its current and historical accounting practices, in dollars, determined in accordance with the standard cost method of accounting, which shall be, in the case of Inventory imported by the Borrower or another Grantor into the United States of America or Canada, the acquisition cost thereof plus transportation and freight charges plus import duties.

"Inventory Vendor" means (a) a contract manufacturer that manufactures and sells, or a vendor that sells, Inventory in the ordinary course of its business to third parties or (b) the Borrower or any Subsidiary that manufactures Inventory.

"Investment" in any Person means any direct or indirect advance, loan or other extension of credit (including by way of Guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person. For purposes of the definition of "Unrestricted Subsidiary" and Section 6.02:

(1) "Investment" shall include the portion (proportionate to the Borrower's equity interest in such Subsidiary) of the Fair Market Value of

the net assets of any Subsidiary of the Borrower at the time that such Subsidiary is designated an Unrestricted Subsidiary; provided, however, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Borrower shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to:

(A) the Borrower's "Investment" in such Subsidiary at the time of such redesignation less

(B) the portion (proportionate to the Borrower's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer.

In the event that the Borrower sells Capital Stock of a Restricted Subsidiary such that after giving effect to such sale, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary, any Investment in such Person remaining after giving effect to such sale shall be deemed to constitute an Investment made on the date of such sale of Capital Stock.

"Investment Grade" means, in the case of Moody's, a credit rating of Baa3 or better and, in the case of Standard & Poor's, a credit rating of BBB- or better.

"Issuing Bank" means each of JPMCB, Bank of America, N.A., Barclays Bank PLC, BNP Paribas, Citibank, N.A., Credit Agricole Corporate and Investment Bank, Deutsche Bank AG New York Branch, Fifth Third Bank, National Association, Goldman Sachs Bank USA, MUFG Union Bank, N.A., PNC Bank, National Association, Sumitomo Mitsui Banking Corporation and Wells Fargo Bank, National Association and any other financial institution that has entered into an Issuing Bank Agreement, each in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.03(i). Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates or branches of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate or branch with respect to Letters of Credit issued by such Affiliate or branch.

"Issuing Bank Agreements" means (a) the issuing bank agreements entered into by Issuing Banks either (i) in connection with the Existing Credit Agreement, as amended prior to the Restatement Date (each of which agreements, as it may be modified on the Restatement Date, shall continue in respect of this Agreement) or (ii) in connection with the occurrence of the Restatement Date, and (b) each other agreement in form reasonably satisfactory to the Borrower, the Administrative Agent and a financial institution pursuant to which such financial institution agrees to act as an Issuing Bank hereunder.

"JPMCB" means JPMorgan Chase Bank, N.A., and its successors.

"LC Commitment" means, as to any Issuing Bank, the maximum permitted amount of the LC Exposure that may be attributable to Letters of Credit issued by such Issuing Bank, as set forth in such Issuing Bank's Issuing Bank Agreement (as such Issuing Bank Agreement may be amended by agreement between the Borrower and such Issuing Bank).

"LC Disbursement" means a payment made by any Issuing Bank pursuant to a Letter of Credit. The amount of any LC Disbursement made by an Issuing Bank in Canadian Dollars, Euros or Pounds Sterling and not reimbursed by the Borrower shall be determined as set forth in paragraph (e) or (l) of Section 2.03, as applicable.

"LC Exchange Rate" means, on any day, with respect to dollars in relation to Canadian Dollars, Euros or Pounds Sterling, the rate at which dollars may be exchanged into such currency, as set forth at approximately 12:00 noon, New York City time, on such day on the applicable Reuters World Currency Page. In the event that any such rate does not appear on the applicable Reuters World Currency Page, the LC Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower or, in the absence of such agreement, such LC Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent, at or about 11:00 a.m., New York City time, on such date for the purchase of Canadian Dollars, Euros or Pounds Sterling, as the case may be, with dollars for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with the Borrower, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"LC Exposure" means, at any time, the sum of (a) the aggregate amount of the Dollar Equivalents of the undrawn amounts of all outstanding Letters of Credit at such time plus (b) the aggregate amount of the Dollar Equivalents of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time (by the borrowing of Loans or otherwise). The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"LC Participation Calculation Date" means, with respect to any LC Disbursement made in a currency other than dollars, (a) the date on which the Issuing Bank shall advise the Administrative Agent that it purchased with dollars the currency used to make such LC Disbursement, or (b) if the Issuing Bank shall not advise the Administrative Agent that it made such a purchase, the date on which such LC Disbursement is made.

"Lender Parent" means, with respect to any Lender, any Person of which such Lender is a direct or indirect subsidiary.

"Lender-Related Person" has the meaning assigned to it in Section 9.03(b).

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other

than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires (including, for the avoidance of doubt, in the case of provisions governing the making and repayment of Revolving Loans and participations in Letters of Credit and Swingline Loans), the term "Lender" includes each Swingline Lender.

"Letter of Credit" means each Existing Letter of Credit and any letter of credit issued pursuant to this Agreement.

"Liabilities" means any losses, claims (including intraparty claims), demands, damages or liabilities of any kind.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, French delegation of claims, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Lien Subordination and Intercreditor Agreement" means the Lien Subordination and Intercreditor Agreement dated as of April 19, 2012, as amended, among (a) the Collateral Agent, (b) the collateral agent under the now-terminated Second Lien Credit Agreement (as such term is defined therein), (c) the Designated Senior Obligations Collateral Agents and Designated Junior Obligations Collateral Agents (as such terms are defined therein) from time to time party thereto and (d) the Borrower and the Subsidiaries of the Borrower party thereto or any substitute or successor agreement among such parties containing substantially the same terms (and under which the Obligations shall have been designated by the Borrower as "Senior Obligations"), with any changes approved by the Administrative Agent.

"Lien Waiver" means a written waiver of statutory or contractual Liens on Inventory for unpaid rent or charges of a warehouseman or bailee in form and substance reasonably satisfactory to the Administrative Agent.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Lockbox System" has the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Majority Lenders" means, at any time, Lenders having aggregate Credit Exposures and unused Commitments representing at least a majority of the sum of the total Credit Exposures and unused Commitments at such time; provided, that for purposes of this definition, (a) in determining the Credit Exposure of any Swingline Lender, the Swingline Exposure of such Lender shall be deemed to equal its Applicable Percentage of all outstanding Swingline Loans, and (b) the unused Commitment of any such Lender shall be determined in a manner consistent with the preceding clause (a).

"Material Adverse Change" means a material adverse change in or effect on (a) the business, operations, properties, assets or financial condition (including as a result of the effects of any contingent liabilities thereon) of the Borrower and the Subsidiaries, taken as a whole, (b) the ability of the Credit Parties, taken as a whole, to perform obligations under this Agreement and the other Credit Documents that are material to the rights or interests of the Lenders or (c) the rights of or benefits available to the Lenders or the Issuing Banks under this Agreement and the other Credit Documents that are material to the interests of the Lenders or the Issuing Banks.

"Material Foreign Subsidiary" means, at any time, each Foreign Subsidiary that had Total Assets with an aggregate book value in excess of $50,000,000 as of March 31, 2021, or if later, as of the end of the most recent fiscal quarter for which financial statements have been delivered (or deemed delivered) pursuant to Section 5.01(a) or (b).

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower and the Subsidiaries in an aggregate principal amount exceeding $100,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Borrower or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time, calculated in accordance with the terms of such Swap Agreement.

"Material Intellectual Property" means all Intellectual Property of the Borrower and the Grantors, other than Intellectual Property that in the aggregate is not material to the business of the Borrower and the Subsidiaries, taken as a whole.

"Material Subsidiary" means, at any time, each Subsidiary other than Subsidiaries that do not represent more than 5% for any such individual Subsidiary, or more than 10% in the aggregate for all such Subsidiaries, of either (a) Consolidated Total Assets or (b) Consolidated Revenue for the period of four fiscal quarters most recently ended.

"MNPI" means material information concerning the Borrower and the Subsidiaries and their respective securities that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD under the Securities Act and the Exchange Act to the extent applicable.

"Moody's" means Moody's Investors Service, Inc., and any successor thereto.

"Mortgage" means a mortgage or deed of trust, assignment of leases and rents, or other security documents reasonably satisfactory in form and substance to the Collateral Agent granting a Lien on any Mortgaged Property to secure the Obligations, and shall include each amendment and restatement of any existing Mortgage in connection with the amendment and restatement of the Existing Credit Agreement.

"Mortgaged Property" means, at any time, each parcel of real property listed in Schedule 1.01B and the improvements thereto.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"NAIC" means the National Association of Insurance Commissioners.

"Net Available Cash" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and proceeds from the sale or other disposition of any securities received as consideration, in each case only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other noncash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP, as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) appropriate amounts to be provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the property or other assets disposed of in such Asset Disposition and retained by the Borrower or any Restricted Subsidiary after such Asset Disposition (but only for so long as such reserve is maintained).

"Net Cash Proceeds" means, with respect to any issuance or sale of Capital Stock, the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Net Intercompany Items" means, in the case of any Subsidiary, (a) the aggregate amount of the Intercompany Items owed by the Borrower or any other Subsidiary to such Subsidiary minus (b) the aggregate amount of the Intercompany Items owed by such Subsidiary to the Borrower or any other Subsidiary.

"Ninth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Ninth Supplemental Indenture dated as of April 6, 2021, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"North American Subsidiary" means any Subsidiary organized under the laws of the United States or Canada or any of their respective states, provinces, territories or possessions or any political subdivision of any thereof.

"North American Tire Division" means (a) those standard business units of the Borrower and the other Grantors classified as "North American Tire Division" on the Borrower's (or such Grantors', as the case may be) perpetual inventory records and (b) the corresponding business units of Cooper and its subsidiaries specified in Cooper's (or such subsidiaries', as the case may be) perpetual inventory records.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" shall mean the rate for a federal funds transaction quoted at 11:00 a.m., New York City time, on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it in its reasonable discretion; provided further, that if the NYFRB Rate, determined as provided above, would be less than zero, the NYFRB Rate shall for all purposes of this Agreement be zero.

"Obligations" means (a) the due and punctual payment of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under this Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursements of LC Disbursements and interest thereon and (iii) all other monetary obligations of the Credit Parties to any of the Secured Parties under this Agreement and each of the other Credit Documents, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (b) the due and

punctual performance of all other obligations of the Credit Parties to any of the Secured Parties under this Agreement and the other Credit Documents.

"Other Taxes" means any and all present or future stamp, documentary, excise, recording, transfer, sales, property or similar taxes, charges or levies arising from any payment made under any Credit Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Credit Document.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar borrowings by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

"Participant" has the meaning assigned to such term in Section 9.04.

"Participant Register" has the meaning assigned to such term in Section 9.04.

"Payment" has the meaning assigned to it in Article VIII.

"Payment Notice" has the meaning assigned to it in Article VIII.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Business" means any business engaged in by the Borrower or any Restricted Subsidiary on the Restatement Date and any Related Business.

"Permitted Encumbrances" means:

(a) (i) Liens imposed by law for taxes that are not yet due or are being contested and (ii) deemed trusts and Liens to which the Canadian Priority Payables Reserve relates for taxes, assessments or other charges or levies that are not yet due and payable;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days (or any longer grace period available under the terms of the applicable underlying obligation) or are being contested;

(c) Liens created and pledges and deposits made (including cash deposits to secure obligations in respect of letters of credit provided) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) Liens created and deposits made to secure the performance of bids, trade contracts, leases, statutory obligations, appeal bonds, performance bonds, surety bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens;

(f) supplier's liens in inventory, other assets supplied or accounts receivable that result from retention of title or extended retention of title arrangements arising in connection with purchases of goods in the ordinary course of business; and

(g) easements, zoning restrictions, rights-of-way and similar encumbrances on real property and other Liens incidental to the conduct of business or ownership of property that arise automatically by operation of law or arise in the ordinary course of business and that do not materially detract from the value of the property of the Borrower and the Subsidiaries or of the Collateral, in each case taken as a whole, or materially interfere with the ordinary conduct of business of the Borrower and the Subsidiaries, taken as a whole, or otherwise adversely affect in any material respect the rights or interests of the Lenders;

provided that (except as provided in clause **(d)** above) the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness for borrowed money.

"Permitted Inventory Location" means (a) property owned or leased by the Borrower or a Grantor in the United States of America or Canada or (b) a third party warehouse or dock in the United States of America or Canada where Inventory of the Borrower or any Grantor is stored.

"Permitted Investment" means an Investment by the Borrower or any Restricted Subsidiary in:

(1) the Borrower, a Restricted Subsidiary or a Person that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Borrower or a Restricted Subsidiary;

(3) Temporary Cash Investments;

(4) receivables owing to the Borrower or any Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; provided, however, that such trade terms may include such concessionary trade terms as the Borrower or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) loans and advances to officers and employees made in the ordinary course of business of the Borrower or such Restricted Subsidiary;

(7) stock, obligations or securities received in settlement of disputes with customers or suppliers or debts (including pursuant to any plan of reorganization or similar arrangement upon insolvency of a debtor) created in the ordinary course of business and owing to the Borrower or any Restricted Subsidiary or in satisfaction of judgments;

(8) any Person to the extent such Investment represents the non-cash portion of the consideration received for an Asset Disposition that was made pursuant to and in compliance with Section 6.04;

(9) a Receivables Entity or any Investment by a Receivables Entity in any other Person in connection with a Qualified Receivables Transaction, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Transaction or any related Indebtedness; provided, however, that any Investment in a Receivables Entity is in the form of a Purchase Money Note, contribution of additional receivables or an equity interest;

(10) any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection, and lease, utility, workers' compensation, performance and other similar deposits made in the ordinary course of business by the Borrower or any Restricted Subsidiary;

(11) any Person to the extent such Investments consist of Hedging Obligations otherwise permitted under Section 6.01;

(12) any Person to the extent such Investment in such Person existed on the Restatement Date and any Investment that replaces, refinances or refunds such an Investment, provided that the new Investment is in an amount that does not exceed that amount replaced, refinanced or refunded and is made in the same Person as the Investment replaced, refinanced or refunded;

(13) advances to, and Guarantees for the benefit of, customers, dealers, lessors, lessees or suppliers made in the ordinary course of business and consistent with past practice;

(14) any Person to the extent that such Investment consists of a minority equity or debt Investment by the Borrower or a Restricted Subsidiary for the purpose of funding the development of future mobility

solutions (including in companies involved in connected mobility, autonomous vehicles, electric vehicles, new materials, aero vehicles, mass transport, infrastructure and energy technologies); provided that the aggregate amount of all such Investments at any time outstanding does not exceed $100,000,000; and

(15) any Person to the extent such Investment, when taken together with all other Investments made pursuant to this clause (15)and then outstanding on the date such Investment is made, does not exceed the greater of (A) the sum of (i) $500,000,000 and (ii) any amounts under Section 6.02(a)(3)(iv) (x) that were excluded by operation of the proviso in Section 6.02(a)(3)(iv) and which excluded amounts are not otherwise included in Consolidated Net Income or intended to be permitted under any of clauses (1) through (14) of this definition and (B) 5.0% of Consolidated assets of the Borrower as of the end of the most recent fiscal quarter for which financial statements of the Borrower have been filed with the SEC.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV or Section 302 of ERISA or Section 412 of the Code sponsored, maintained or contributed to by the Borrower, any Subsidiary or any ERISA Affiliate.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 *et seq.*, as modified by Section 3(42) of ERISA, as amended from time to time.

"Platform" has the meaning set forth in Section 9.01(d).

"Pounds Sterling" or "£" means the lawful currency of the United Kingdom.

"Preferred Stock," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by JPMCB (or any successor Administrative Agent appointed or chosen pursuant to Article VIII hereof) as its prime rate in effect at its principal office in New York City. Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Principal Goodyear Trademarks" means each trademark specified on Schedule 1.01D and each other trademark specified from time to time by written notice from the Borrower to the Administrative Agent, provided that each such trademark (a) is

owned by the Borrower or a Domestic Subsidiary that is a Credit Party, (b) is subject to a valid and perfected first priority Lien in favor of the Administrative Agent for the benefit of the Secured Parties and (c) is subject to no other Liens other than Permitted Encumbrances, provided, further, that no trademarks owned by Cooper or any of its subsidiaries shall be Principal Goodyear Trademarks.

"Principal Issuing Bank" means JPMCB and any other Issuing Bank that the Borrower and JPMCB agree will be a Principal Issuing Bank (or any of their Affiliates that shall act as Issuing Banks hereunder).

"Priority Payables Reserve" means, at any time, the sum, without duplication, of any deductions made pursuant to the definitions of "Additional Inventory Reserves", "Inventory Reserves", "Eligible In-Transit Inventory", "Eligible Inventory" and "Inventory Value".

"Proceeding" means any claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction.

"PTE" means a prohibited transaction class exemption issued by the U. S. Department of Labor, as any such exemption may be amended from time to time.

"Purchase Money Indebtedness" means Indebtedness:

(1) consisting of the deferred purchase price of property, plant and equipment, conditional purchase obligations, obligations under any title retention agreement and other obligations Incurred in connection with the acquisition, construction or improvement of such asset, in each case where the amount of such Indebtedness does not exceed the greater of (A) the cost of the asset being financed and (B) the Fair Market Value of such asset; and

(2) Incurred to finance such acquisition, construction or improvement by the Borrower or a Restricted Subsidiary of such asset;

provided, however, that such Indebtedness is Incurred within 180 days after such acquisition or the completion of such construction or improvement.

"Purchase Money Note" means a promissory note of a Receivables Entity evidencing a line of credit, which may be irrevocable, from the Borrower or any Subsidiary of the Borrower to a Receivables Entity in connection with a Qualified Receivables Transaction, which note:

(1) shall be repaid from cash available to the Receivables Entity, other than:

(A) amounts required to be established as reserves;

(B) amounts paid to investors in respect of interest;

(C) principal and other amounts owing to such investors; and

(D) amounts paid in connection with the purchase of newly generated receivables; and

(2) may be subordinated to the payments described in clause **(1)**.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning set forth in Section 9.22.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Borrower or any of its Subsidiaries pursuant to which the Borrower or any of its Subsidiaries may sell, convey or otherwise transfer to:

(1) a Receivables Entity (in the case of a transfer by the Borrower or any of its Subsidiaries); or

(2) any other Person (in the case of a transfer by a Receivables Entity);

or may grant a security interest in, any accounts receivable (whether now existing or arising in the future) of the Borrower or any of its Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such accounts receivable, all contracts and all Guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable; provided, however, that the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by a Financial Officer of the Borrower); and provided further, however, that no such transaction or series of transactions shall be a Qualified Receivables Transaction if after giving effect thereto the aggregate face amount of the outstanding accounts receivable subject thereto that are or would absent such transaction or series of transactions otherwise be subject to a Lien securing any U. S. Bank Indebtedness, taken together with the aggregate face amount of all other outstanding such accounts receivable subject to other Qualified Receivables Transactions, would be greater than 10% of the Total Commitment.

The grant of a security interest in any accounts receivable of the Borrower or any of its Restricted Subsidiaries to secure Bank Indebtedness shall not be deemed a Qualified Receivables Transaction.

"Raw Material" means Inventory used or consumed in the manufacturing or processing of goods to be sold by the Borrower or another Grantor in the ordinary course of business that is not yet included in Work in Process.

"Reaffirmation Agreement" shall mean the Reaffirmation Agreement substantially in the form of Exhibit G, among the Credit Parties and the Collateral Agent,

pursuant to which the Credit Parties shall reaffirm their obligations under the Security Documents (other than the Guarantee and Collateral Agreement) to which they are a party.

"Receivables Entity" means a (a) Wholly Owned Subsidiary of the Borrower which is a Restricted Subsidiary and which is designated by the Board of Directors (as provided below) as a Receivables Entity or (b) another Person engaging in a Qualified Receivables Transaction with the Borrower or any of its Subsidiaries which Person engages in the business of the financing of accounts receivable, and in either of clause (a) or (b):

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which

(A) is Guaranteed by the Borrower or any Subsidiary of the Borrower (excluding Guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);

(B) is recourse to or obligates the Borrower or any Subsidiary of the Borrower in any way other than pursuant to Standard Securitization Undertakings; or

(C) subjects any property or asset of the Borrower or any Subsidiary of the Borrower, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) which is not an Affiliate of the Borrower or with which neither the Borrower nor any Subsidiary of the Borrower has any material contract, agreement, arrangement or understanding other than on terms which the Borrower reasonably believes to be no less favorable to the Borrower or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Borrower; and

(3) to which neither the Borrower nor any Subsidiary of the Borrower has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors shall be evidenced to the Administrative Agent by furnishing to the Administrative Agent a certified copy of the resolution of the Board of Directors giving effect to such designation and a certificate of a Financial Officer certifying that such designation complied with the foregoing conditions.

"Recovery Rate" means (a) the estimated net recovery of all Inventory of the Borrower and the other Grantors stated in dollars as determined on a net orderly liquidation basis by the most recent analysis conducted by outside inventory consultants/appraisers retained or approved by the Administrative Agent and disclosed to

the Borrower divided by (b) the Inventory Value of all Inventory of the Borrower and each other Grantor as of the date of such most recent analysis.

"Reference Date" means May 11, 2009.

"Reference Time" with respect to any setting of the then-current Benchmark means (a) if such Benchmark is the Term SOFR, 5:00 a.m., Chicago time, on the day that is two U.S. Government Securities Business Days preceding the date of such setting, (b) if such Benchmark is the Daily Simple SOFR, then three U.S. Government Securities Business Days prior to such setting or (c) if such Benchmark is not the Term SOFR or Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

"Refinance" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness, including, in any such case from time to time, after the discharge of the Indebtedness being Refinanced. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinancing Indebtedness" means Indebtedness that is Incurred to Refinance (including pursuant to any defeasance or discharge mechanism) any Indebtedness of the Borrower or any Restricted Subsidiary existing on the Restatement Date or Incurred in compliance with this Agreement (including Indebtedness of the Borrower or any Restricted Subsidiary that Refinances Refinancing Indebtedness); provided, however, that:

(1) the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced;

(2) the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being refinanced;

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount of the Indebtedness being refinanced (or if issued with original issue discount, the aggregate accreted value) then outstanding (or that would be outstanding if the entire committed amount of any credit facility being Refinanced were fully drawn (other than any such amount that would have been prohibited from being drawn pursuant to Section 6.01) (plus fees and expenses, including any premium and defeasance costs);

(4) if the Indebtedness being Refinanced is subordinated in right of payment to the Obligations, such Refinancing Indebtedness is subordinated in right of payment to the Obligations at least to the same extent as the Indebtedness being Refinanced; and

(5) if Incurred by the Borrower or any Domestic Subsidiary, the Refinancing Indebtedness is not secured by Liens on any assets other than the assets that secured the Indebtedness being refinanced, and any such Liens have no greater priority than the Liens securing the Indebtedness being refinanced;

provided further, however, that Refinancing Indebtedness shall not include:

(A) Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor that Refinances Indebtedness of the Borrower; or

(B) Indebtedness of the Borrower or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary.

"Register" has the meaning set forth in Section 9.04.

"Related Business" means any business reasonably related, ancillary or complementary to the business of the Borrower and its Restricted Subsidiaries on the Restatement Date.

"Related Indemnified Person" means, with respect to any Indemnitee, (a) any Controlling Person or Controlled Affiliate of such Indemnitee, (b) the respective directors, officers, or employees of such Indemnitee or of any of its Controlling Persons or Controlled Affiliates and (c) the respective agents of such Indemnitee or of any of its Controlling Persons or Controlled Affiliates, in the case of this clause (c), acting at the instructions of such Indemnitee, such Controlling Person or such Controlled Affiliate.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, counsel, trustees and other advisors of such Person and such Person's Affiliates.

"Relevant Governmental Body" means the Board or the NYFRB, or a committee officially endorsed or convened by the Board or the NYFRB or, in each case, any successor thereto.

"Relevant Rate" means (a) with respect to any Term Benchmark Borrowing (other than a Term Benchmark Borrowing with a one week Interest Period), the Adjusted Term SOFR and (b) with respect to any RFR Borrowing and any Term Benchmark Borrowing with a one week Interest Period, the Adjusted Daily Simple SOFR.

"Rent Reserve" means, on any date, with respect to any retail store, distribution center, warehouse, manufacturing facility or other Permitted Inventory Location where any Eligible Inventory that is subject to Liens arising by operation of law is located and with respect to which no Lien Waiver is in effect, a reserve equal to three months' rent and charges at such retail store, distribution center, warehouse, manufacturing facility or other Permitted Inventory Location.

"Repayment Notice" means a notice by the Borrower to repay a Borrowing in accordance with Section 2.09(c) in substantially the form of Exhibit I hereto.

"Resolution Authority" has the meaning set forth in Section 9.21.

"Restatement Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"Restatement Date Borrowing" means a Borrowing of Loans on the Restatement Date.

"Restatement Date Perfection Certificate" means the Perfection Certificate (as defined in the Existing Guarantee and Collateral Agreement) most recently delivered under Section 5.04(c) of the Existing Guarantee and Collateral Agreement.

"Restricted Payment" in respect of any Person means:

(1) the declaration or payment of any dividend, any distribution on or in respect of its Capital Stock or any similar payment (including any payment in connection with any merger or consolidation involving the Borrower or any Restricted Subsidiary) to the direct or indirect holders of its Capital Stock in their capacity as such, except (A) dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock or, in the case of a Restricted Subsidiary, Preferred Stock) and (B) dividends or distributions payable to the Borrower or a Restricted Subsidiary (and, if such Restricted Subsidiary has Capital Stock held by Persons other than the Borrower or other Restricted Subsidiaries, to such other Persons on no more than a pro rata basis);

(2) the purchase, repurchase, redemption, retirement or other acquisition ("Purchase") for value of any Capital Stock of the Borrower held by any Person (other than Capital Stock held by the Borrower or a Restricted Subsidiary) or any Capital Stock of a Restricted Subsidiary held by any Affiliate of the Borrower (other than Capital Stock held by a Restricted Subsidiary) (other than in exchange for Capital Stock of the Borrower that is not Disqualified Stock);

(3) the Purchase for value, prior to scheduled maturity, any scheduled repayment or any scheduled sinking fund payment, of any Subordinated Obligations (other than the Purchase for value of Subordinated Obligations acquired in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such Purchase); or

(4) any Investment (other than a Permitted Investment) in any Person.

"Restricted Subsidiary" means any Subsidiary of the Borrower other than an Unrestricted Subsidiary.

"Retail Division" means (a) those standard consumer and commercial business units of the Borrower and the other Grantors classified as "Retail Division" on the Borrower's (or such Grantors', as the case may be) perpetual inventory records and (b) the corresponding business units of Cooper and its subsidiaries specified in Cooper's (or such subsidiaries', as the case may be) perpetual inventory records.

"Reuters" means, as applicable, (a) Thomson Reuters Corporation, a corporation incorporated under and governed by the Business Corporations Act (Ontario), Canada, (b) Refinitiv, or (c) any successor to any of the foregoing.

"Revolving Loan" means a Loan made pursuant to Section 2.01(a).

"RFR Borrowing" means any Borrowing comprised of RFR Loans.

"RFR Loan" means a Loan that bears interest at a rate determined by reference to the Adjusted Daily Simple SOFR (and, for the avoidance of doubt, excludes Loans that bear interest at a rate determined by reference to clause (b) of the definition of Adjusted Term SOFR).

"Sale/Leaseback Transaction" means an arrangement relating to property, plant and equipment now owned or hereafter acquired by the Borrower or a Restricted Subsidiary whereby the Borrower or a Restricted Subsidiary transfers such property to a Person and the Borrower or such Restricted Subsidiary leases it from such Person, other than (i) leases between the Borrower and a Restricted Subsidiary or between Restricted Subsidiaries or (ii) any such transaction entered into with respect to any property, plant and equipment or any improvements thereto at the time of, or within 180 days after, the acquisition or completion of construction of such property, plant and equipment or such improvements (or, if later, the commencement of commercial operation of any such property, plant and equipment), as the case may be, to finance the cost of such property, plant and equipment or such improvements, as the case may be.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any comprehensive Sanctions (solely consisting of, at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, the United Kingdom or Canada, (b) any Person organized or resident in a Sanctioned Country or (c) any Person owned 50% or more by any Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the Office of Foreign Assets Control (and any successor performing similar functions) of the U.S. Department of the Treasury or the U. S. Department of State, or (b) the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom or Canada.

"SEC" means the Securities and Exchange Commission.

"Secured Indebtedness" means any Indebtedness of the Borrower secured by a Lien. "Secured Indebtedness" of a Subsidiary has a correlative meaning.

"Secured Parties" means the Administrative Agent, each Issuing Bank, the Collateral Agent and each Lender.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Security Documents" means the Reaffirmation Agreement, the Guarantee and Collateral Agreement, the Foreign Pledge Agreements, the Canadian Security Agreements, the Mortgages and each other instrument or document delivered in connection with the cash collateralization of Letters of Credit or pursuant to Section 5.08, in each case to secure any of the Obligations.

"Senior Subordinated-Lien Collateral Agent" means, as to any Senior Subordinated-Lien Indebtedness, the collateral agent under the applicable Senior Subordinated-Lien Indebtedness Security Documents.

"Senior Subordinated-Lien Governing Documents" means each indenture or other agreement or instrument providing for the issuance or setting forth the terms of any Senior Subordinated-Lien Indebtedness.

"Senior Subordinated-Lien Indebtedness" means Indebtedness of the Borrower that (a) is secured by Liens permitted under Section 6.06(b), but that is not secured by Liens on any additional assets, (b) constitutes Designated Junior Obligations under and as defined in the Lien Subordination and Intercreditor Agreement, and the Liens securing such Designated Junior Obligations are subordinated under the Lien Subordination and Intercreditor Agreement to the Liens securing the Obligations and (c) does not contain provisions inconsistent with the restrictions of Schedule 1.01C.

"Senior Subordinated-Lien Indebtedness Security Documents" means, as to any Senior Subordinated-Lien Indebtedness, the security agreements, pledge agreements, mortgages and other documents creating Liens on assets of the Borrower and the Subsidiary Guarantors to secure the applicable Senior Subordinated-Lien Obligations.

"Senior Subordinated-Lien Obligations" means, as to any Senior Subordinated-Lien Indebtedness, (a) the principal of and all premium or make-whole amounts, if any, and interest payable in respect of such Senior Subordinated-Lien Indebtedness, (b) any amounts payable under Guarantees of such Senior Subordinated-Lien Indebtedness by Subsidiaries and (c) all other amounts payable by the Borrower or any Subsidiary under such Senior Subordinated-Lien Indebtedness, the applicable Senior Subordinated-Lien Indebtedness Security Documents (to the extent such amounts relate to such Senior Subordinated-Lien Indebtedness) or the applicable Senior Subordinated-Lien Governing Documents.

"Seventh Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Seventh Supplemental Indenture dated as of May 18, 2020, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Sixth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Sixth Supplemental Indenture dated as of March 7, 2017, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Rate Day" has the meaning assigned to such term in the definition of the term "Daily Simple SOFR".

"Specified Jurisdiction" means The United States of America and Canada.

"Specified Supplemental Indentures" means, collectively, the Fifth Supplemental Indenture, Sixth Supplemental Indenture, Seventh Supplemental Indenture, Eighth Supplemental Indenture, Ninth Supplemental Indenture, Tenth Supplemental Indenture and Eleventh Supplemental Indenture.

"Stamp Duty Sensitive Document" has the meaning set forth in Section 9.18.

"Standard & Poor's" means S&P Global Ratings, an S&P Financial Services LLC business, and any successor thereto.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Borrower or any Subsidiary of the Borrower which, taken as a whole, are customary in an accounts receivable transaction.

"Stated Maturity" means, with respect to any Indebtedness, the date specified in the documentation governing such Indebtedness as the fixed date on which the final payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such Indebtedness at the option of the holder thereof upon the happening of any contingency beyond the control of the Borrower unless such contingency has occurred). The "Stated Maturity" of the Obligations means the Commitment Termination Date.

"Subordinated Obligation" means any Indebtedness of the Borrower (whether outstanding on the Restatement Date or thereafter Incurred) (a) that by its terms is subordinate or junior in right of payment to the Obligations or (b) that is not Secured Indebtedness or (c) that is secured subject to an agreement subordinating its Liens to those securing the Obligations. For the avoidance of doubt, "Subordinated Obligations" shall include any Senior Subordinated-Lien Obligations and any unsecured Indebtedness of the Borrower and the Subsidiary Guarantors. "Subordinated Obligation" of a Subsidiary Guarantor has a correlative meaning.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which are consolidated with those of the parent in the parent's consolidated financial statements in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"Subsidiary Guarantor" means any Subsidiary that is, or is required pursuant to Section 5.08 to become, a Guarantor (as defined in the Guarantee and Collateral Agreement).

"Supported QFC" has the meaning set forth in Section 9.22.

"Swap Agreement" means any agreement in respect of any Hedging Obligations.

"Swap Obligation" means, with respect to any Credit Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a " swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swingline Agreement" means an agreement or instrument executed by the Borrower, a Lender and the Administrative Agent under which such Lender agrees to serve as a Swingline Lender.

"Swingline Commitment" means, with respect to each Swingline Lender, the commitment of such Swingline Lender to make Swingline Loans pursuant to Section 2.04, expressed as an amount representing the maximum permitted aggregate amount of such Swingline Lender's outstanding Swingline Loans hereunder. The initial amount of each Swingline Lender's Swingline Commitment is set forth on Schedule 2.04 or in the Swingline Agreement pursuant to which such Lender shall have assumed its Swingline Commitment, as applicable. The initial aggregate amount of the Swingline Lenders' Swingline Commitments on the Restatement Date is $50,000,000.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be the sum of (a) its Applicable Percentage of the aggregate principal amount of all Swingline Loans outstanding at such time (excluding, in the case of any Lender that is a Swingline Lender, Swingline Loans made by it that are outstanding at such time to the extent that the other Lenders shall not have funded their participations in such Swingline Loans), adjusted to give effect to any reallocation under Section **2.18** of the Swingline Exposure of Defaulting Lenders in effect at such time, and (b) in the case of any Lender that is a Swingline Lender, the aggregate principal amount of all Swingline Loans made by such Lender outstanding at such time to the extent that the other Lenders shall not have funded their participations in such Swingline Loans.

"Swingline Lender" means JPMCB in its capacity as a lender of Swingline Loans pursuant to Section 2.04, and any other Lender that shall have agreed to serve in such capacity pursuant to a Swingline Agreement. Each Swingline Lender may, in its discretion, arrange for one or more Swingline Loans to be made available by Affiliates or branches of such Swingline Lender, in which case the term "Swingline Lender" shall include any such Affiliate or branch with respect to Swingline Loans made available by such Affiliate or branch.

"Swingline Loan" means a Loan made by a Swingline Lender pursuant to Section 2.04.

"Syndication Agent" means each of Bank of America, N.A., Barclays Bank PLC, BNP Paribas Securities Corp., Citibank, N.A., Credit Agricole Corporate and Investment Bank, Deutsche Bank Securities Inc., Fifth Third Bank, National Association, Goldman Sachs Bank USA, MUFG Union Bank, N.A., PNC Bank, National Association, Sumitomo Mitsui Banking Corporation and Wells Fargo Bank, National Association, in its capacity as syndication agent hereunder.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Temporary Cash Investments" means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the United

Kingdom or a member state of the European Union (or by any agency thereof to the extent such obligations are backed by the full faith and credit of such sovereign), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof, and having, at such date of acquisition, not less than two of the following ratings: A2 or higher from Standard & Poor's, P2 or higher from Moody's and F2 or higher from Fitch;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof and issued or guaranteed by or placed with, and money market deposit accounts issued or offered by any commercial bank organized under the laws of the United States of America or any state thereof, the United Kingdom or a member state of the European Union which has (i) not less than two of the following short-term deposit ratings: A1 from Standard & Poor's, P1 from Moody's and F1 from Fitch, and (ii) a combined capital and surplus and undivided profits of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause **(a)** above and entered into with a financial institution described in clause **(c)** above;

(e) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) have not less than two of the following ratings: AAA from Standard & Poor's, Aaa from Moody's and AAA from Fitch and (iii) have portfolio assets of at least $3,000,000,000;

(f) investments of the type and maturity described in clauses **(b)** through **(e)** of foreign obligors, which investments or obligors have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies (and with respect to clause **(e)**, are not required to comply with the Rule 2a-7 criteria);

(g) investments of the type and maturity described in clause (c) in any obligor organized under the laws of a jurisdiction other than the United States that (i) is a branch or subsidiary of a Lender or the ultimate parent company of a Lender under any of the Credit Facilities Agreements (but only if such Lender meets the ratings and capital, surplus and undivided profits requirements of such clause **(c)**) or (ii) carries a rating at least equivalent to the rating of the sovereign nation in which it is located; and

(h) in the case of any Foreign Subsidiary, (i) marketable direct obligations issued or unconditionally guaranteed by the sovereign nation in which such Foreign Subsidiary is organized and is conducting business or issued by an agency of such sovereign nation and backed by the full faith and credit of such sovereign nation, in each case maturing within one year from the date of acquisition, so long as the indebtedness of such sovereign nation has not less than two of the following ratings: A or higher from Standard & Poor's, A2 or higher from Moody's and A or higher

from Fitch or carries an equivalent rating from a comparable foreign rating agency, and (ii) other investments of the type and maturity described in clause **(c)** in obligors organized under the laws of a jurisdiction other than the United States in any country in which such Foreign Subsidiary is located, provided that the investments permitted under this subclause (ii) shall be made in amounts and jurisdictions consistent with the Borrower's policies governing short-term investments.

"Tenth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Tenth Supplemental Indenture dated as of May 18, 2021, among the Borrower, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Term Benchmark", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR.

"Term SOFR" means, with respect to any Term Benchmark Borrowing (other than a Term Benchmark Borrowing with a one week Interest Period) and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Determination Day" has the meaning assigned to such term in the definition of "Term SOFR Reference Rate".

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing (other than a Term Benchmark Borrowing with a one week Interest Period) and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m., New York City time, on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for such tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

"TireHub JV" means TireHub, LLC, a Delaware limited liability company and joint venture entity established by the Borrower and Bridgestone Americas Tire Operations, LLC (or an Affiliate thereof).

"TireHub JV Governance Documents" means (a) the Certificate of Formation of TireHub JV filed with the Secretary of State of the State of Delaware on October 26, 2017, (b) the Amended and Restated Limited Liability Company Agreement of TireHub JV dated as of July 1, 2018, (c) the Transaction Agreement dated as of April 16, 2018, among the Borrower, TireHub JV and the other parties party thereto, and (d) all other similar documents, instruments or certificates of or relating to the organization, governance or management of TireHub JV.

"TireHub JV Period" means the period commencing on the date of consummation of the TireHub JV Transaction (July 1, 2018) and ending on the date on which any TireHub JV Governance Document as in effect on the Restatement Date is amended or otherwise modified in a manner that would, in the Administrative Agent's or the Majority Lenders' reasonable discretion, affect the Control of TireHub JV in a manner materially adverse to the rights or interests of the Secured Parties under the Credit Documents.

"TireHub JV Transaction" means the establishment of a joint venture between the Borrower and Bridgestone Americas Tire Operations, LLC (or an Affiliate thereof) in which the Borrower and Bridgestone Americas Tire Operations, LLC (or such Affiliate) will each own 50% of the issued and outstanding membership interests of TireHub JV.

"Total Assets" of any Subsidiary means (a) in the case of any Subsidiary organized in a Specified Jurisdiction, (i) the total assets of such Subsidiary, excluding Intercompany Items, plus (ii) if the Net Intercompany Items of such Subsidiary shall be positive, the amount of such Net Intercompany Items; and (b) in the case of any other Subsidiary, the total assets of such Subsidiary, excluding Intercompany Items.

"Total Commitment" means, at any time, the aggregate amount of all the Commitments at such time.

"Trade Acceptance" means any bankers acceptance provided to trade creditors in the ordinary course of business in connection with the acquisition of goods or services in order to assure payment of any Trade Payable.

"Trade Payables" means, with respect to any Person, any accounts payable or any indebtedness or monetary obligation to trade creditors created, assumed or Guaranteed by such Person arising in the ordinary course of business in connection with the acquisition of goods or services.

"Transactions" means the execution, delivery and performance by the Borrower of this Agreement and by the Borrower, the Subsidiary Guarantors and the Grantors, as applicable, of the Reaffirmation Agreement and the other Credit Documents, the borrowing of the Loans, the obtaining and use of the Letters of Credit, the creation and the continuation of the Liens and Guarantees provided for in the Security Documents and the other transactions contemplated hereby.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR, the Adjusted Daily Simple SOFR or the Alternate Base Rate.

"UCC" means Article 9 of the Uniform Commercial Code as from time to time in effect in the State of New York.

"UK Financial Institution" has the meaning set forth in Section 9.21.

"UK Resolution Authority" has the meaning set forth in Section 9.21.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unrestricted Subsidiary" means:

(a) any Subsidiary of the Borrower that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided below and

(b) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors may designate any Subsidiary of the Borrower (including any newly acquired or newly formed Subsidiary of the Borrower) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or owns or holds any Lien on any property of, the Borrower or any other Subsidiary of the Borrower that is not a Subsidiary of the Subsidiary to be so designated; provided, however, that either:

(A) the Subsidiary to be so designated has total Consolidated assets of $1,000 or less; or

(B) if such Subsidiary has total Consolidated assets greater than $1,000, then such designation would be permitted under Section 6.02.

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided, however, that immediately after giving effect to such designation:

(x) (1) the Borrower could Incur $1.00 of additional Indebtedness under Section 6.01(a) or (2) the Consolidated Coverage Ratio for the Borrower and its Restricted Subsidiaries would be greater after giving effect to such designation than before such designation and

(y) no Default shall have occurred and be continuing.

Any such designation of a Subsidiary as a Restricted Subsidiary or Unrestricted Subsidiary by the Board of Directors shall be evidenced to the Administrative Agent by promptly

furnishing to the Administrative Agent a copy of the resolution of the Board of Directors giving effect to such designation and a certificate of a Financial Officer certifying that such designation complied with the foregoing provisions.

"U.S. Bank Indebtedness" means any and all amounts payable under or in respect of the U.S. Credit Agreements and any Refinancing Indebtedness with respect thereto or with respect to such Refinancing Indebtedness, as amended from time to time, including principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Borrower whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations and all other amounts payable thereunder or in respect thereof.

"U.S. Credit Agreements" means:

(i) the First Lien Agreement, and

(ii) whether or not the agreement referred to in the immediately preceding clause (i) remains outstanding, if designated by the Borrower to be included in the definition of "U.S. Credit Agreements", one or more (A) debt facilities providing for revolving credit loans, term loans or letters of credit (including bank guarantees or bankers' acceptances) or (B) debt securities, indentures or other forms of capital markets debt financing (including convertible or exchangeable debt instruments), in each case of this clause (ii), with the same or different borrowers or issuers,

in each case of clauses (i) and (ii), each as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), refinanced, restructured or otherwise modified from time to time.

"U.S. Dollar Equivalent" means with respect to any monetary amount in a currency other than dollars, at any time for determination thereof, the amount of dollars obtained by converting such foreign currency involved in such computation into dollars at the spot rate for the purchase of dollars with the applicable foreign currency as published in The Wall Street Journal in the "Exchange Rates" column under the heading "Currency Trading" on the date two Business Days prior to such determination.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Special Resolution Regime" has the meaning set forth in Section 9.22.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time.

"Wholly Owned Subsidiary" of any Person shall mean a subsidiary of such Person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the Capital Stock are, at the time any determination is being made, owned, controlled or held by such Person or one or more wholly owned Subsidiaries of such Person or by such Person and one or more wholly owned Subsidiaries of such Person.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Work in Process" means Inventory used or consumed in the manufacturing or processing of goods to be sold by the Borrower or another Grantor in the ordinary course of business consisting of parts and subassemblies in the process of becoming completed assembly components that are no longer included in Raw Materials but are not yet included in Finished Goods.

"Write-Down and Conversion Powers" has the meaning set forth in Section 9.21.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Term Benchmark Loan") or by Class and Type (e.g., a "Term Benchmark Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Term Benchmark Borrowing") or by Class and Type (e.g., a "Term Benchmark Revolving Borrowing").

SECTION 1.03. Foreign Currency Translation. The Administrative Agent shall determine the Dollar Equivalent of any Letter of Credit denominated in Canadian Dollars, Euros or Pounds Sterling (i) as of the date of the issuance thereof, (ii) as of each subsequent date on which such Letter of Credit shall be renewed or extended or the stated amount of such Letter of Credit shall be increased, (iii) as of the last Business Day of each calendar month and (iv) as of each date on which any Issuing Bank shall have requested such determination due to fluctuations in applicable currency exchange rates (which shall not be requested by an Issuing Bank unreasonably), in each case using the Exchange Rate for the applicable currency in relation to dollars in effect on the date of determination, and each such amount shall be the Dollar Equivalent of such Letter of Credit until the next required calculation thereof. The Dollar Equivalent of any LC Disbursement made by any Issuing Bank in Canadian Dollars, Euros or Pounds Sterling and not reimbursed by the Borrower shall be determined as set forth in paragraphs **(e)** or **(l)** of Section 2.03, as applicable. In addition, the Dollar Equivalent of the LC Exposures shall be determined as set forth in paragraph **(j)** of Section 2.03, at the time and in the circumstances specified therein. The Administrative Agent shall notify the Borrower, the applicable Lenders and the applicable Issuing Bank of each calculation of the Dollar Equivalent of each Letter of Credit and LC Disbursement.

SECTION 1.04. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word " shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, but shall not be deemed to include the subsidiaries of such Person unless express reference is made to such subsidiaries, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (f) references to "the date hereof" and "the date of this Agreement" shall be deemed to refer to the Restatement Date.

SECTION 1.05. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Majority Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

SECTION 1.06. Excluded Swap Obligations. Notwithstanding any provision of this Agreement or any other Credit Document, no Guarantee by any Credit Party under any Credit Document shall include a Guarantee of any Obligation that, as to such Credit Party, is an Excluded Swap Obligation and no Collateral provided by any Credit Party shall secure any Obligation that, as to such Credit Party, is an Excluded Swap Obligation. In the event that any payment is made by, or any collection is realized from, any Credit Party as to which any Obligations are Excluded Swap Obligations, or from any Collateral provided by such Credit Party, the proceeds thereof shall be applied to pay the Obligations of such Credit Party as otherwise provided herein and in the other Credit Documents without giving effect to such Excluded Swap Obligations and each reference in this Agreement or any other Credit Document to the ratable application of such amounts as among the Obligations or any specified portion of the Obligations that would otherwise include such Excluded Swap Obligations shall be deemed so to provide.

SECTION 1.07. Interest Rates; Benchmark Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.12(b)(1) provides a mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 2.12(b)(3), of any change to any reference rate upon which the interest rate on any Loan is based. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability.

SECTION 1.08. Divisions. For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Capital Stock at such time.

ARTICLE II

The Credits

SECTION 2.01. Loans and Borrowings. (a) Subject to the terms and conditions set forth herein, each Lender agrees to make Revolving Loans to the Borrower from time to time during the Availability Period in dollars in an aggregate principal amount that will not result in (x) such Lender's Credit Exposure exceeding such Lender' s Commitment or (y) the aggregate Credit Exposures exceeding the Borrowing Base Availability then in effect. Each Revolving Loan shall be part of a Borrowing consisting of Loans of the same Type held by the Lenders ratably in accordance with their respective Applicable Percentages. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.

(b) Subject to Section 2.12, each Revolving Borrowing shall be comprised entirely of ABR Loans or Term Benchmark Loans or, if applicable pursuant to Section 2.12, RFR Loans, in each case, as the Borrower may request in accordance herewith. Each Lender at its option may make, convert or continue any Term Benchmark Loan by causing

any domestic or foreign branch or Affiliate of such Lender to make, convert or continue such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $5,000,000. At the time that each ABR Revolving Borrowing or, if applicable pursuant to Section 2.12, each RFR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $5,000,000; provided that an ABR Revolving Borrowing or RFR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the Total Commitment, or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.03(e). Revolving Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of 30 Term Benchmark Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Commitment Termination Date.

SECTION 2.02. Requests for Borrowing. To request a Revolving Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone or email of scanned electronic format of a Borrowing Request (promptly followed by telephonic confirmation of such request) (a) in the case of a Term Benchmark Borrowing, not later than 3:00 p.m., New York City time, three U.S. Government Securities Business Days before the date of the proposed Borrowing, (b) in the case of an ABR Borrowing, not later than 10:30 a.m., New York City time, on the day of the proposed Borrowing or (c) in the case of an RFR Borrowing (if applicable pursuant to Section 2.12), not later than 3:00 p.m., New York City time, three U.S. Government Securities Business Days before the date of the proposed Borrowing; provided that (x) if at any time an LC Disbursement denominated in dollars shall be made in an amount at least equal to the applicable minimum borrowing amount, a notice of an ABR Borrowing to finance the reimbursement of such LC Disbursement shall be deemed to have been timely given as contemplated by Section 2.03(e) unless the Borrower shall have given notice to the contrary to the Administrative Agent not later than 10:00 a.m., New York City time, on the Business Day next following the date on which the Borrower shall have been notified of such LC Disbursement and (y) any such notification with respect to a Restatement Date Borrowing that is a Term Benchmark Borrowing may be given not later than 12:00 p.m., New York City time, one Business Day before the Restatement Date. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery, telecopy or email of scanned electronic format to the Administrative Agent of a written Borrowing Request signed by the Borrower. Each Borrowing Request shall specify the following information in compliance with Section 2.01:

(1) the aggregate amount of the requested Borrowing;

(2) the date of such Borrowing, which shall be a Business Day;

(3) whether such Borrowing is to be an ABR Borrowing, a Term Benchmark Borrowing or, if applicable pursuant to Section 2.12, an RFR Borrowing;

(4) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(5) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.05.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.03. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance (or the amendment, renewal or extension) of Letters of Credit denominated in dollars, Canadian Dollars, Euros or Pounds Sterling for its own account, in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, any Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. On the Restatement Date, each Issuing Bank that has issued an Existing Letter of Credit shall be deemed, without further action by any party hereto, to have granted in accordance with paragraph (d) below to each Lender, and each Lender shall be deemed to have purchased from such Issuing Bank, a participation in each such Letter of Credit. The Issuing Banks and Lenders that are also party to the Existing Credit Agreement agree that, concurrently with such grant, the participations in the Existing Letters of Credit granted to the lenders under the Existing Credit Agreement shall be automatically canceled without further action by any of the parties thereto. On and after the Restatement Date each Existing Letter of Credit shall constitute a Letter of Credit for all purposes hereof; provided that, notwithstanding anything to the contrary, with respect to the Existing Letters of Credit issued for the account of Cooper and set forth in Annex IV of the Disclosure Letter, (i) the Borrower shall be primarily liable for, and hereby assumes, all obligations of Cooper under such Existing Letters of Credit, the related letter of credit applications, and any other instruments, agreements and documents submitted by Cooper to, or entered into by Cooper with, the applicable Issuing Bank evidencing any obligations of Cooper to such Issuing Bank arising in connection with such Existing Letters

of Credit, including without limitation the obligation to pay, and Borrower hereby agrees that it will pay, when due all sums now due and owing or to become due or owing under or in connection with any of the foregoing documents, and will hereafter faithfully perform and be bound by all of the terms and conditions thereof (provided, however, that in the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any of the foregoing documents, the terms and conditions of this Agreement shall control) and (ii) Borrower hereby agrees that it shall be deemed to be the applicant with respect to such Existing Letters of Credit. Any Lender that issued an Existing Letter of Credit but shall not have entered into an Issuing Bank Agreement shall have the rights of an Issuing Bank as to such Letter of Credit for purposes of this Section 2.03.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to an Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph **(c)** of this Section), the amount and currency of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by any Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit; provided that any provisions in any such letter of credit application that create Liens securing the obligations of the Borrower thereunder or that are inconsistent with the provisions of this Agreement shall be of no force or effect. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, (i) the aggregate amount of the Credit Exposures shall not exceed the Total Commitment, (ii) the aggregate amount of the LC Exposures shall not exceed $800,000,000, (iii) the aggregate Credit Exposures shall not exceed the Borrowing Base Availability then in effect, (iv) the Credit Exposure of any Lender shall not exceed its Commitment and (v) the portion of the LC Exposure attributable to Letters of Credit issued by any Issuing Bank shall not exceed the LC Commitment of such Issuing Bank or such greater amount as the Borrower and such Issuing Bank shall have agreed upon. Each Issuing Bank shall be entitled to rely on such representation and warranty. The Administrative Agent agrees, at the request of any Issuing Bank, to provide information to such Issuing Bank as to the aggregate amount of the Credit Exposures, the LC Exposures, the Total Commitment and the Borrowing Base Availability.

(c) Expiration Date. Each Letter of Credit shall have an expiration date at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one

year after such renewal or extension) and (ii) the date that is five Business Days prior to the Commitment Termination Date, unless such Letter of Credit is cash collateralized or backstopped pursuant to arrangements reasonably satisfactory to the relevant Issuing Bank, in which case this subsection (ii) shall not be applicable. Any Letter of Credit may provide by its terms that it may be extended for additional successive one-year periods on terms reasonably acceptable to the applicable Issuing Bank (but subject to the proviso in the next sentence). Any Letter of Credit providing for automatic extension shall be extended upon the then-current expiration date without any further action by any Person unless the applicable Issuing Bank shall have given notice to the applicable beneficiary (with a copy to the Borrower) of the election by such Issuing Bank not to extend such Letter of Credit, such notice to be given not fewer than 60 days prior to the then-current expiration date of such Letter of Credit; provided that no Letter of Credit may be extended automatically or otherwise beyond the date that is five Business Days prior to the Commitment Termination Date unless such Letter of Credit is cash collateralized or backstopped pursuant to arrangements reasonably satisfactory to the relevant Issuing Bank.

(d) Participations. Effective with respect to the Existing Letters of Credit upon the occurrence of the Restatement Date, and effective with respect to each other Letter of Credit (and each amendment to a Letter of Credit increasing the amount thereof) upon the issuance (or increase) thereof, and without any further action on the part of the applicable Issuing Bank or the Lenders, each Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in each Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph **(e)** of this Section, or such Lender's Applicable Percentage of any reimbursement payment in respect of an LC Disbursement required to be refunded to the Borrower for any reason (or if such LC Disbursement or reimbursement payment was made in Canadian Dollars, Euros or Pounds Sterling, the Dollar Equivalent thereof using the LC Exchange Rate in effect on the applicable LC Participation Calculation Date). Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit, the occurrence and continuance of a Default, any reduction of its Commitment or the Total Commitment or any *force majeure* or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under any Letter of Credit after the expiration thereof or of the Commitments.

(e) Reimbursement. If any Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement, in the currency in which such LC Disbursement is made (or at the election of the applicable Issuing Bank, the Dollar Equivalent calculated using the applicable LC Exchange Rate on

such date of such LC Disbursement), not later than 1:30 p.m., New York City time, on the second Business Day following the date on which the Borrower shall have received notice of such LC Disbursement (or, in the case of an LC Disbursement denominated in a currency other than dollars, on the third Business Day following such date if the Borrower shall not have received notice of such LC Disbursement until after 10:00 a.m., New York City time, on such date); provided that, if such LC Disbursement is denominated in dollars and is at least equal to the applicable minimum borrowing amount, unless the Borrower shall have notified the Administrative Agent to the contrary not later than 10:00 a.m., New York City time, on the Business Day next following the date on which the Borrower shall have been notified of such LC Disbursement, the Borrower will be deemed to have requested in accordance with Section 2.02 that such payment be financed with an ABR Revolving Borrowing on such Business Day in an equivalent amount and, to the extent the Borrower satisfies the condition precedent to such ABR Revolving Borrowing set forth in Section 4.02(b), the Borrower's obligation to make such payment shall be discharged with the proceeds of the requested ABR Revolving Borrowing. If the Borrower fails to make such payment when due and the Borrower is not entitled to make a Borrowing in the amount of such payment, (A) if such payment relates to a Letter of Credit denominated in Canadian Dollars, Euros or Pounds Sterling, automatically and with no further action required, the obligation of the Borrower to reimburse the applicable LC Disbursement shall be permanently converted into an obligation to reimburse the Dollar Equivalent, calculated using the applicable LC Exchange Rate on the applicable LC Participation Calculation Date, of such LC Disbursement and (B) in the case of each LC Disbursement, the Administrative Agent shall notify each Lender of such LC Disbursement, the Dollar Equivalent of the payment then due from the Borrower in respect thereof and such Lender's Applicable Percentage thereof, and each Lender shall pay to the Administrative Agent, on the date such notice is received, its Applicable Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. No payment made by a Lender pursuant to this paragraph to reimburse any Issuing Bank for any LC Disbursement (other than the funding of ABR Loans as contemplated above) shall constitute a Loan or relieve the Borrower of its obligation to reimburse such LC Disbursement. If the reimbursement by the Borrower of, or obligation to reimburse, any amounts in Canadian Dollars, Euros or Pounds Sterling would subject the Administrative Agent, the applicable Issuing Bank or any Lender to any stamp duty, ad valorem charge or similar tax that would not be payable if such reimbursement were made or required to be made in dollars, the Borrower shall, at its option, either (x) pay the amount of any such tax requested by the Administrative Agent, the applicable Issuing Bank or Lender or (y) reimburse in dollars each LC Disbursement made in Canadian Dollars, Euros or Pounds Sterling, in an amount equal to the Dollar Equivalent, calculated using the applicable LC

Exchange Rate on the date such LC Disbursement is reimbursed (or on the applicable LC Participation Calculation Date, if such date shall have occurred), of such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph **(e)** of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, (iv) any claim or defense against the beneficiary of any Letter of Credit, any transferee of any Letter of Credit, the Administrative Agent, any Lender or any other Person, whether in connection with this Agreement, any Letter of Credit, the transactions contemplated hereby or any unrelated transactions (including the underlying transaction between the Borrower or any Subsidiary and the beneficiary of any Letter of Credit), (v) the occurrence of any Default, (vi) any *force majeure* or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the stated expiration date thereof or of the Commitments or (vii)any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of or defense against, or provide a right of setoff against, the Borrower's obligations hereunder. None of the Administrative Agent, the Lenders or the Issuing Banks, or any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Banks; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any damages suffered by the Borrower or any Lender that are caused by such Issuing Bank' s gross negligence or willful misconduct as determined in a final, non-appealable judgment by a court of competent jurisdiction. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, acting in good faith, either accept and make payment upon such documents without responsibility for further investigation or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit within the time period provided by the terms and conditions under such

Letter of Credit. After such examination, each Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not (i) relieve the Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement or (ii) relieve any Lender's obligation to acquire participations as required pursuant to paragraph (d) of this Section 2.03.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement, (i) in the case of any LC Disbursement denominated in dollars, and at all times following the conversion to dollars of an LC Disbursement made in Canadian Dollars, Euros or Pounds Sterling pursuant to paragraph (e) or (l) of this Section, at the rate per annum then applicable to ABR Revolving Loans, and (ii) in the case of any LC Disbursement denominated in Canadian Dollars, Euros or Pounds Sterling, at all times prior to its conversion to dollars pursuant to paragraph (e) or (l) of this Section, a rate per annum reasonably determined by the applicable Issuing Bank (which determination will be conclusive absent manifest error) to represent its cost of funds plus the Applicable Rate used to determine interest applicable to Term Benchmark Loans; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.11(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of the Lenders to the extent of such payment.

(i) Replacement of Issuing Banks. Each Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of such Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.10(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of such Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of any Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the earlier of (i) the third Business Day after the Borrower shall receive notice from the Administrative Agent or the Majority Lenders demanding the deposit of cash collateral pursuant to this paragraph and (ii) the date on which the maturity of the

Loans shall be accelerated or all the Commitments terminated, the Borrower shall deposit in an account or accounts with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the sum of (i) the aggregate undrawn amount of all outstanding Letters of Credit and (ii) the aggregate amount of all unreimbursed LC Disbursements and all interest accrued and unpaid thereon. Amounts payable under the preceding sentence in respect of any Letter of Credit or LC Disbursement shall be payable in the currency of such Letter of Credit or LC Disbursement, except that LC Disbursements in Canadian Dollars, Euros or Pounds Sterling in respect of which the Borrower's reimbursement obligations have been converted to obligations in dollars as provided in paragraph **(e)** above, and interest accrued thereon, shall be payable in dollars. The obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause **(h)** or **(i)** of Section 7.01. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account or accounts. Other than any interest earned on the investment of such deposits, which investment shall be in Temporary Cash Investments and shall be made in the discretion of the Administrative Agent (or, at any time when no Default or Event of Default has occurred and is continuing, shall be made at the direction of the Borrower) and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account or accounts. Moneys in such account or accounts shall be applied by the Administrative Agent to reimburse each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposures representing more than 50% of the LC Exposures and the Issuing Banks with outstanding Letters of Credit), be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of cash collateral under this paragraph, then (1) if the maturity of the Loans has not been accelerated and the LC Exposure shall be reduced to an amount below the amount so deposited, the Administrative Agent will return to the Borrower any excess of the amount so deposited over the LC Exposure and (2) such amount (to the extent not applied as provided above in this paragraph) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived.

(k) Issuing Bank Reports. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall report in writing to the Administrative Agent (i) on or prior to each Business Day on which such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the currency and aggregate face amount of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amount thereof shall have changed), it being understood that such Issuing Bank shall not effect any issuance, renewal, extension or amendment resulting in an increase in the amount of any Letter of Credit without first obtaining written confirmation from the Administrative Agent that such increase is then permitted under this

Agreement, (ii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date, currency and amount of such LC Disbursement, (iii) on any Business Day on which the Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the currency and amount of such LC Disbursement and (iv) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(l) Conversion. In the event that the Loans become immediately due and payable on any date pursuant to Section 7.01, all amounts (i) that the Borrower is at the time or becomes thereafter required to reimburse or otherwise pay to the Administrative Agent in respect of LC Disbursements made under any Letter of Credit denominated in Canadian Dollars, Euros or Pounds Sterling (other than amounts in respect of which the Borrower has deposited cash collateral, if such cash collateral was deposited in the applicable currency), (ii) that the Lenders are at the time or become thereafter required to pay to the Administrative Agent (and the Administrative Agent is at the time or becomes thereafter required to distribute to the applicable Issuing Bank) pursuant to paragraph **(e)** of this Section in respect of unreimbursed LC Disbursements made under any Letter of Credit denominated in Canadian Dollars, Euros or Pounds Sterling and (iii) of each Lender's participation in any Letter of Credit denominated in Canadian Dollars, Euros or Pounds Sterling under which an LC Disbursement has been made shall, automatically and with no further action required, be converted into the Dollar Equivalent, calculated using the LC Exchange Rates on such date (or in the case of any LC Disbursement made after such date, on the date such LC Disbursement is made), of such amounts. On and after such conversion, all amounts accruing and owed to the Administrative Agent, any Issuing Bank or any Lender in respect of the obligations described in this paragraph shall accrue and be payable in dollars at the rates otherwise applicable hereunder.

SECTION 2.04. Swingline Loans. (a) Subject to the terms and conditions set forth herein, each Swingline Lender agrees to make Swingline Loans to the Borrower from time to time during the Availability Period in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding $50,000,000, (ii) the aggregate principal amount of outstanding Swingline Loans made by such Swingline Lender exceeding its Swingline Commitment, (iii) the Credit Exposure of any Lender exceeding its Commitment, (iv) the aggregate amount of the Credit Exposures exceeding the Borrowing Base Availability then in effect or (v) the aggregate amount of the Credit Exposures exceeding the Total Commitment; provided that no Swingline Lender shall be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Each Borrowing of Swingline Loans shall be of a Type as agreed with the Swingline Lender. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans.

(b) (i) To request a Swingline Loan directly from one or more Swingline Lenders, the Borrower shall notify the Administrative Agent and each applicable Swingline Lender of such request by delivering a Borrowing Request not later than 12:00 noon (or such later time as the applicable Swingline Lender may agree), New York City time, on

the day of such proposed Swingline Loan. Each such Borrowing Request shall be irrevocable and shall be effected by telecopy or email of scanned electronic format of a written Borrowing Request signed by the Borrower (promptly followed by telephonic confirmation of such request) to the Administrative Agent. Each such Borrowing Request shall be irrevocable and shall specify the requested date (which shall be a Business Day), the amount of the requested Swingline Loan, which shall be in an integral multiple of $1,000,000 and not less than $5,000,000 (or as otherwise agreed with the applicable Swingline Lender), the location and number of the account of the Borrower to which funds are to be disbursed and such other information as required by the applicable Swingline Agreement. The Administrative Agent will promptly advise each applicable Swingline Lender of any such Borrowing Request received from the Borrower. Each applicable Swingline Lender shall make each Swingline Loan to be made by it available to the Borrower by means of a wire transfer to the account specified in such Borrowing Request, by 3:00 p.m., New York City time, on the requested date of such Swingline Loan.

(ii) Each Swingline Lender at its option may make any Swingline Loan by causing any domestic or foreign branch or Affiliate of such Swingline Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan, or the obligation of any Lender to acquire a participation therein, in accordance with the terms of this Agreement.

(c) Each Swingline Lender may, by written notice given to the Administrative Agent not later than 12:00 noon, New York City time, on any Business Day require the Lenders to acquire participations on such Business Day in all or a portion of such Swingline Lender's outstanding Swingline Loans. Such notice from a Swingline Lender to the Administrative Agent shall specify the aggregate amount of Swingline Loans in which Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Swingline Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the applicable Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Swingline Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.05 with respect to Loans made by such Lender (and Section 2.05 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the applicable Swingline Lender. Any amounts received by a Swingline Lender from the Borrower (or other party on behalf of the Borrower) in

respect of a Swingline Loan after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to such Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to such Swingline Lender or to the Administrative Agent, as the case may be, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof. Upon the funding of any participation in a Swingline Loan by a Lender pursuant to this paragraph, such Loan shall, for all purposes of this Agreement (including with respect to the applicable interest rate), constitute an ABR Revolving Borrowing made by such Lender and shall no longer constitute a Swingline Loan.

(d) Any Swingline Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Swingline Lender and the successor Swingline Lender. The Administrative Agent shall notify the Lenders of any such replacement of a Swingline Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid interest accrued for the account of the replaced Swingline Lender pursuant to Section 2.11(a). From and after the effective date of any such replacement, (x) the successor Swingline Lender shall have all the rights and obligations of the replaced Swingline Lender under this Agreement with respect to Swingline Loans made thereafter and (y) references herein to the term "Swingline Lender" shall be deemed to refer to such successor or to any previous Swingline Lender, or to such successor and all previous Swingline Lenders, as the context shall require. After the replacement of a Swingline Lender hereunder, the replaced Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to its replacement, but shall not be required to make additional Swingline Loans.

(e) Any Swingline Lender may resign as a Swingline Lender at any time upon thirty days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such Swingline Lender may be replaced in accordance with Section 2.04(d) above.

SECTION 2.05. Funding of Borrowings. (a) Each Lender shall make each Loan (other than a Swingline Loan) to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds in the amount of such Loan by 12:30 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account designated by the Borrower in the applicable Borrowing Request; provided that ABR Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.03(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph **(a)** of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. It is agreed that no payment by the Borrower under this paragraph will be subject to any break-funding payment under Section 2.14.

SECTION 2.06. Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. Swingline Loans shall be subject to the provisions of the applicable Swingline Agreement.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone or email of scanned electronic format (promptly followed by telephonic confirmation) by the time that a Borrowing Request would be required under Section 2.02 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, telecopy or email of scanned electronic format to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.01:

(1) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses **(3)** and **(4)** below shall be specified for each resulting Borrowing);

(2) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(3) whether the resulting Borrowing is to be an ABR Borrowing, a Term Benchmark Borrowing or, if applicable pursuant to Section 2.12, an RFR Borrowing; and

(4) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Majority Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term Benchmark Borrowing and (ii) unless repaid, each Term Benchmark Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.07. Reductions of Commitments. (a) Unless previously terminated, all the Commitments, each LC Commitment and each Swingline Commitment shall be terminated on the Commitment Termination Date.

(b) The Borrower may at any time or from time to time reduce or terminate the Commitments; provided that (i) each reduction of the Commitments (other than the termination of all the Commitments) shall be in an amount that is an integral multiple of $1,000,000 and not less than $5,000,000 and (ii) the Borrower shall not terminate or reduce

the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.09, the aggregate Credit Exposures would exceed the Total Commitment.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph **(b)** of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of all the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or financings, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.08. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay (i) on the Commitment Termination Date to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan of such Lender and (ii) to each Swingline Lender the then unpaid principal amount of each Swingline Loan made by such Swingline Lender on the earlier of the Commitment Termination Date and the tenth Business Day after such Swingline Loan is made.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made or held by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph **(b)** or **(c)** of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein (including any failure to record the making or repayment of any Loan) shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement or prevent the Borrower's obligations in respect of Loans from being discharged to the extent of amounts actually paid in respect thereof.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in substantially the form set forth in Exhibit C hereto. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.09. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to paragraph **(c)** of this Section.

(b) The Borrower shall in the event and on each occasion that (i) the aggregate Credit Exposures exceed the Total Commitment or (ii) the aggregate Credit Exposures exceed the Borrowing Base then in effect, not later than the next Business Day, prepay Borrowings in an aggregate amount equal to such excess, and in the event that after such prepayment of Borrowings any such excess shall remain, the Borrower shall deposit cash in an amount equal to such excess as collateral for the reimbursement obligations of the Borrower in respect of Letters of Credit; provided that in the case of any such excess that results from any determination under Section **1.03** of the Dollar Equivalent of any Letter of Credit denominated in Canadian Dollars, Euros or Pounds Sterling (i) no prepayment or redesignation shall be required until the Business Day next succeeding the day on which the Borrower shall have received notice of such determination under Section 1.03 from the Administrative Agent, and (ii) any such prepayment required in respect of any excess of the aggregate Credit Exposures over the Borrowing Base then in effect may, if such excess is in an amount less than $10,000,000, be deferred until the last day of the nearest maturing Interest Period(s) then in effect with respect to Loan(s) required to be so repaid except to the extent of any excess of the Credit Exposures over the Total Commitment. Any cash so deposited (and any cash previously deposited pursuant to this paragraph) with the Administrative Agent shall be held in an account over which the Administrative Agent shall have dominion and control to the exclusion of the Borrower and its Subsidiaries, including the exclusive right of withdrawal. Other than any interest earned on the investment of such deposits, which investment shall be in Temporary Cash Investments and shall be made in the discretion of the Administrative Agent (or, at any time when no Default or Event of Default has occurred and is continuing, shall be made at the direction of the Borrower) and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of the Majority Lenders), be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower has provided cash collateral to secure the reimbursement obligations of the Borrower in respect of Letters of Credit hereunder, then, so long as no Event of Default shall exist, such cash collateral shall be released to the Borrower if so requested by the Borrower at any time if and to the extent

that, after giving effect to such release, the aggregate amount of the Credit Exposures would not exceed the Total Commitment and the aggregate Credit Exposures would not exceed the Borrowing Base then in effect.

(c) The Borrower shall notify the Administrative Agent by telephone or email of scanned electronic format of a Repayment Notice (promptly followed by telephonic confirmation) of any prepayment hereunder (i) in the case of prepayment of a Term Benchmark Revolving Borrowing, not later than 3:00 p.m., New York City time, three Business Days before the date of prepayment, (ii) in the case of a prepayment of an RFR Revolving Borrowing, not later than 3:00 p.m., New York City time, three Business Days before the date of prepayment, (iii) in the case of prepayment of an ABR Revolving Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment or (iv) in the case of a prepayment of a Swingline Loan, such notice shall be delivered not later than 12:00 noon, New York City time, on the date of prepayment; provided that if the Borrower shall be required to make any prepayment hereunder by reason of Section 2.09(b), such Repayment Notice shall be delivered not later than the time at which such prepayment is made. Each such Repayment Notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a Repayment Notice is given in connection with a conditional notice of termination of all the Commitments as contemplated by Section 2.07(c), then such Repayment Notice may be revoked if such notice of termination is revoked in accordance with Section 2.07(c). Promptly following receipt of any such Repayment Notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing (other than pursuant to Section 2.09(b)) shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.01. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.11.

SECTION 2.10. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, accruing at the Applicable Rate on the daily unused amount of the Commitment of such Lender during the period from and including June 7, 2021 to but excluding the date on which such Commitment is terminated. Commitment fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such date and on the date on which the Commitments are terminated, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing commitment fees with respect to Commitments, a Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans and LC Exposure of such Lender (but not the Swingline Exposure of such Lender, which shall be disregarded for such purpose except to the extent such Lender shall have acquired a participation therein pursuant to Section 2.04(c)).

(b) The Borrower agrees to pay (i) to the Administrative Agent, for the account of each Lender, a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate for Term Benchmark Borrowings on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Restatement Date to but excluding the later of the date on which such Lender's Commitment is terminated and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate or rates per annum separately agreed upon between the Borrower and the applicable Issuing Bank in the Issuing Bank Agreement of such Issuing Bank, on the daily amount of the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Restatement Date to but excluding the later of the date each LC Commitment of such Issuing Bank is terminated and the date on which there ceases to be any LC Exposure attributable to Letters of Credit issued by such Issuing Bank, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Restatement Date; provided that all such accrued fees shall be payable in respect of LC Exposures on the date on which all the Commitments are terminated and any such fees accruing in respect of LC Exposures after the date on which all the Commitments are terminated shall be payable on demand. Any other fees payable to the Issuing Banks pursuant to this paragraph shall be payable within 10 days after demand. All participation and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) The Borrower agrees to pay to the Administrative Agent, for its own account, fees in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d) All fees and other amounts payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the Issuing Banks, in the case of fees payable to them) for distribution, where applicable, to the Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.11. Interest. (a) The Loans comprising each ABR Revolving Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate. Swingline Loans shall bear interest as agreed with the Swingline Lender in the applicable Swingline Agreement.

(b) The Loans comprising each Term Benchmark Revolving Borrowing shall bear interest at the Adjusted Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) The Loans comprising each RFR Revolving Borrowing shall bear interest at the Adjusted Daily Simple SOFR plus the Applicable Rate.

(d) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2.00% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2.00% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(e) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and shall be payable for each Loan upon the termination of all the Commitments; provided that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Term SOFR, Adjusted Term SOFR, Daily Simple SOFR or Adjusted Daily Simple SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.12. Alternate Rate of Interest. (a) Subject to Section 2.12(b), if:

(1) the Administrative Agent determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing (or, in the case of any Interest Period of one week's duration for a Term Benchmark Borrowing, at any time during such Interest Period), that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR for such Interest Period (including (i) in the case of any Interest Period of one week's duration, because adequate and reasonable means do not exist for ascertaining the Daily Simple SOFR or (ii) because the Term SOFR Reference Rate is not available or published on a current basis for such Interest Period) (provided that no Benchmark Transition Event shall have occurred at such time) or (B) at any time, that adequate and reasonable means do not exist for ascertaining the Adjusted Daily Simple SOFR

(provided that no Benchmark Transition Event shall have occurred at such time); or

(2) the Administrative Agent is advised by the Majority Lenders (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing (or, in the case of any Interest Period of one week's duration for a Term Benchmark Borrowing, at any time during such Interest Period), that the Adjusted Term SOFR for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period or (B) at any time, that the Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in any RFR Borrowing;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or email as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with Section 2.06 or a new Borrowing Request in accordance with Section 2.02, (i) any Interest Election Request that requests (A) so long as the Adjusted Daily Simple SOFR is not also the subject of Section 2.12(a)(1) or 2.12(a)(2), the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing shall instead be deemed to be an Interest Election Request for an RFR Borrowing (provided, however, that so long as the Adjusted Daily Simple SOFR is not also the subject of Section 2.12(a)(1) or 2.12(a)(2), any Interest Election Request for the conversion to or continuation of a Term Benchmark Borrowing with a one week Interest Period shall remain in effect (and shall not be deemed an Interest Election Request for an RFR Borrowing)) or (B) if the Adjusted Term SOFR and the Adjusted Daily Simple SOFR are each the subject of Section 2.12(a)(1) or 2.12(a)(2), the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing or an RFR Borrowing, in each case, shall be ineffective, and (ii)(A) so long as the Adjusted Daily Simple SOFR is not also the subject of Section 2.12(a)(1) or 2.12(a)(2), any Borrowing Request that requests a Term Benchmark Borrowing shall instead be deemed to be a Borrowing Request for an RFR Borrowing (provided, however, that so long as the Adjusted Daily Simple SOFR is not also the subject of Section 2.12(a)(1) or 2.12(a)(2), any Borrowing Request that requests a Term Benchmark Borrowing with a one week Interest Period shall remain in effect (and shall not be deemed a Borrowing Request for an RFR Borrowing)) or (B) if the Adjusted Term SOFR and the Adjusted Daily Simple SOFR are each the subject of Section 2.12(a)(1) or 2.12(a)(2), any Borrowing Request (other than a Borrowing Request that requests an ABR Borrowing) shall be ineffective. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.12(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, any such Term Benchmark Loan or RFR Loan, as applicable, shall on the last day of the Interest Period applicable to such Loan (or, in the case of (I) any Term Benchmark Loan with an Interest Period of one week's duration or (II) any RFR Loan, on the date of such notice), be immediately due and payable together with all accrued interest thereon;

provided that with respect to any such then outstanding Term Benchmark Borrowing with a one week Interest Period, such Borrowing shall remain outstanding until the last day of the Interest Period applicable thereto and shall be due and payable together with all accrued interest thereon on such last day of such Interest Period; provided, further, that any such then outstanding Term Benchmark Borrowing with a one week Interest Period shall continue to accrue interest (X) in the case that Adjusted Daily Simple SOFR is the subject of Section 2.12(a)(1), from the date of such notice until the last day of such Interest Period at a rate equal to the most recent available Adjusted Term SOFR (as calculated pursuant to clause (b) of the definition thereof) applicable to such Borrowing plus the Applicable Rate applicable to such Borrowing or (Y) in the case that Adjusted Daily Simple SOFR is the subject of Section 2.12(a)(2), from the date of such notice until the last day of such Interest Period at the Alternate Base Rate plus the Applicable Rate applicable to ABR Borrowings.

(b) (1) Notwithstanding anything to the contrary herein or in any other Credit Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Credit Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Credit Document in respect of any Benchmark setting at or after 5:00 p.m., New York City time, on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders of each Class.

(2) The Administrative Agent will have the right, in consultation with the Borrower, to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(3) The Administrative Agent will promptly notify the Borrower and the Lenders of (A) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Benchmark Replacement Conforming Changes, (D) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (b)(4) of this Section 2.12 and (E) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if

applicable, any Lender (or group of Lenders) pursuant to this Section 2.12, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 2.12.

(4) Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (4)(A) of this Section 2.12(b) either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(5) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to any Term Benchmark Borrowing or RFR Borrowing, the Borrower may revoke any request for borrowing of, conversion to or continuation of any such Term Benchmark Borrowing or RFR Borrowing, as applicable, to be made, converted or continued during any Benchmark Unavailability Period and, failing that, (i) the Borrower will be deemed to have converted any such request for a borrowing of, conversion to or continuation of any Borrowing as a Term Benchmark Borrowing into a request for a borrowing of or conversion to an RFR Borrowing so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event (provided, however, that so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event, any request for the borrowing of, conversion to or continuation of a Term Benchmark Borrowing with a one week Interest Period shall remain in effect (and shall not convert into a request for a borrowing of or conversion to an RFR Borrowing)) or (ii) if the Adjusted Term SOFR and the Adjusted Daily Simple SOFR are each the subject of a Benchmark Transition Event, any such request for a borrowing of, conversion to or continuation of any Borrowing as a Term Benchmark Borrowing or an RFR Borrowing, in each case, shall be ineffective. Furthermore, if any Term Benchmark Loan or RFR Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, any such Term Benchmark Loan or RFR Loan, as applicable, shall on the last day of the

Interest Period applicable to such Loan (or, in the case of (I) any Term Benchmark Loan with an Interest Period of one week's duration or (II) any RFR Loan, on the date of such notice), be immediately due and payable together with all accrued interest thereon; provided that with respect to any such then outstanding Term Benchmark Borrowing with a one week Interest Period, such Borrowing shall remain outstanding until the last day of the Interest Period applicable thereto and shall be due and payable together with all accrued interest thereon on such last day of such Interest Period; provided, further, that any such then outstanding Term Benchmark Borrowing with a one week Interest Period shall continue to accrue interest from the date of such notice until the last day of such Interest Period at a rate equal to the most recent available Adjusted Term SOFR (as calculated pursuant to clause (b) of the definition thereof) applicable to such Borrowing plus the Applicable Rate applicable to such Borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Alternate Base Rate.

SECTION 2.13. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or any Issuing Bank; or

(ii) impose on any Lender, any Issuing Bank or the Administrative Agent, or on any applicable offshore interbank market, any other condition (including Taxes on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto other than (A) Taxes on or with respect to any payment hereunder or under any other Credit Document, (B) Excluded Taxes and (C) Other Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any Loan) or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder (whether of principal, interest or otherwise), in each case by an amount deemed by such Lender or Issuing Bank, as the case may be, to be material, then the Borrower will pay to such Lender or such Issuing Bank such additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines in good faith that any Change in Law regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, in each case by

an amount deemed by such Lender or such Issuing Bank to be material, as a consequence of this Agreement or the Commitment of such Lender or the Loans or participations in Letters of Credit held by such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company would have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower. The Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof, unless such amount is being contested by the Borrower in good faith.

(d) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or such Issuing Bank notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.14. Break Funding Payments. Except with respect to Term Benchmark Loans with a one week Interest Period, in the event of (1) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (2) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (3) the failure to borrow, continue or prepay any Term Benchmark Loan, or to convert any Loan to a Term Benchmark Loan, on the date specified in any notice delivered pursuant hereto (unless such notice (i) may be revoked or is deemed a request for a different Type of Borrowing under Section 2.12(b)(5) or (ii) becomes ineffective or is deemed a request for a different Type of Borrowing under Section 2.12(a), but regardless of whether such notice may be revoked under Section 2.09(c) and is revoked in accordance therewith) or (4) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.17, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event (excluding any loss of margin or anticipated profit). A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower. The Borrower shall

pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof, unless such amount is being contested by the Borrower in good faith.

SECTION 2.15. Taxes. (a) Any and all payments by or on account of any obligation of the Borrower or any other Credit Party hereunder or under any other Credit Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Borrower or any other Credit Party shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions of such Taxes (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Issuing Bank, Swingline Lender or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made (and the Borrower shall pay or cause such Credit Party to pay such increased amount), (ii) the Borrower or such other Credit Party shall make such deductions and (iii) the Borrower or such other Credit Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) The Borrower shall indemnify the Administrative Agent, each Issuing Bank, each Swingline Lender and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent, such Issuing Bank, such Swingline Lender or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower or any other Credit Party hereunder or under any other Credit Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable out-of pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender, the applicable Issuing Bank or the applicable Swingline Lender or by the Administrative Agent on its own behalf or on behalf of the applicable Issuing Bank, Swingline Lender or a Lender, shall be conclusive absent manifest error.

(c) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(d) Each Lender shall severally indemnify the Administrative Agent for (i) any Taxes described in Section 2.15(a) (but, in the case of any Indemnified Taxes, only to the extent that the Borrower has not already indemnified the Administrative Agent for such Taxes and without limiting the obligation of the Borrower to do so) attributable to such Lender, (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are paid or payable by the Administrative Agent in connection with any Credit Document and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this Section 2.15(d) shall be paid within 10 days after the Administrative

Agent delivers to the applicable Lender a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph **(d)**.

(e) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower or any other Credit Party to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Any Foreign Lender that is entitled to an exemption from or reduction of withholding Tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time such Foreign Lender first becomes a party to this Agreement and at the time or times reasonably requested by the Borrower or the Administrative Agent or prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding; provided that such Foreign Lender has received written notice from the Borrower advising it of the availability of such exemption or reduction and supplying all applicable documentation; and provided further that no such written notice shall be required with respect to any documentation necessary to comply with the applicable reporting requirements of FATCA (as described in Section 2.15(g)) or the applicable IRS Form W-8 a Foreign Lender is required to deliver to the Borrower to permit payments to be made without withholding of U.S. Federal income Tax (or at a reduced rate of U.S. withholding Tax). In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in this Section 2.15(f), the completion, execution and submission of such documentation shall not be required if in the Lender's judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender agrees that if any form or certification it previously delivered in accordance with this Section 2.15(f) or Section 2.15(g) expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) If a payment made to a Lender under any Credit Document would be subject to U. S. Federal withholding Tax imposed by FATCA if such Lender were to fail

to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this paragraph (g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(h) For purposes of determining withholding Taxes imposed under FATCA, from and after the Restatement Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loans as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 2.16. Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) Except as required or permitted under Section 2.02, 2.03, 2.13, 2.14, 2.15, 2.17, 2.19 or 9.03, each Borrowing, each payment or prepayment of principal of any Borrowing or of any LC Disbursement, each payment of interest on the Loans or the LC Disbursements, each payment of fees (other than fees payable to the Issuing Banks), each reduction of the Commitments and each refinancing of any Borrowing with a Borrowing of any Type, shall be allocated pro rata among the Lenders in accordance with their respective Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans or LC Exposures, as applicable). Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole dollar amount.

(b) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.13, 2.14 or 2.15 or otherwise) prior to 1:00 p.m., New York City time, on the date when due, in immediately available funds, without setoff, counterclaim or other deduction. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account specified by the Administrative Agent for the account of the applicable Lenders or, in any such case, to such other account as the Administrative Agent shall from time to time specify in a notice delivered to the Borrower, except payments to be made directly to an Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.13, 2.14, 2.15, 2.17, 2.19 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the

account of any other Person in appropriate ratable shares to the appropriate recipient or recipients promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars, except as otherwise expressly provided. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(c) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(d) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans, participations in LC Disbursements or Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline Loans. If any participations are purchased pursuant to the preceding sentence and all or any portion of the payments giving rise thereto are recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest. The provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in its Commitment or any of its Loans or participations in LC Disbursements or Swingline Loans to any assignee or participant, other than to the Borrower or any Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law and under this Agreement, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Banks, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank, and to pay interest thereon for each day from and including the date such amount shall have been distributed to it to but excluding the date of payment to or recovery by the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.03(d) or **(e)**, **2.05(b)**, **2.15(d)**, **2.16(e)**, **9.03(c)** or any other provision requiring payment by such Lender for the account of the Administrative Agent, any Swingline Lender or any Issuing Bank, then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender for the benefit of the Administrative Agent, such Swingline Lender or such Issuing Bank to satisfy such Lender's obligations to it under such Section until all such unsatisfied obligations are fully paid, and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

SECTION 2.17. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.13 or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.13 or 2.15, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.13, (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, (iii) any Lender is a Defaulting Lender or (iv) any Lender has failed to consent to a proposed amendment or waiver that under Section 9.02 requires the consent of all the Lenders (or all the affected Lenders) and with respect to which the Majority Lenders (or a majority in interest of all

the affected Lenders) shall have granted their consent, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.13 or 2.15) and obligations under this Agreement to an assignee (chosen by the Borrower) that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (A) the Borrower shall have received the prior written consent of the Administrative Agent (and, in circumstances where its consent would be required under Section 9.04, each Issuing Bank and each Swingline Lender), which consent shall not unreasonably be withheld, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee or the Borrower, as the case may be, (C) in the case of any such assignment resulting from a claim for compensation under Section 2.13 or payments required to be made pursuant to Section 2.15, such assignment will result in a reduction in such compensation or payments and (D) in the case of any such assignment and delegation resulting from the failure to provide a consent, the assignee shall have given such consent and, as a result of such assignment and delegation and any contemporaneous assignments and delegations and consents, the applicable amendment or waiver can be effected. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto. If any Lender shall become a Defaulting Lender, then the Borrower, if requested to do so by any Issuing Bank or Swingline Lender, shall use commercially reasonable efforts (which shall not include the payment of any compensation) to identify an assignee willing to purchase and assume the interests, rights and obligations of such Lender under this Agreement and to require such Lender to assign and delegate all such interests, rights and obligations to such assignee in accordance with the preceding sentence.

SECTION 2.18. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitments of such Defaulting Lender pursuant to Section 2.10(a);

(b) the Commitments and Credit Exposure of such Defaulting Lender shall not be included in determining whether the Majority Lenders or any other group of Lenders have taken or may take any action hereunder or under any other Credit Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided, that this clause **(b)** shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of all Lenders or each Lender affected thereby;

(c) if any Swingline Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender (other than any portion of such Swingline Exposure or LC Exposure attributable to Swingline Loans made or Letters of Credit issued by such Defaulting Lender in its capacity as a Swingline Lender or an Issuing Bank) shall be reallocated among the non-Defaulting Lenders ratably in accordance with their respective Applicable Percentages but only to the extent that the sum of all non-Defaulting Lenders' Credit Exposures plus the portion of such Defaulting Lender's Swingline Exposure and LC Exposure so reallocated does not exceed the total of all non-Defaulting Lenders' Commitments;

(ii) if the reallocation provided for in clause **(i)** above cannot, or can only partially, be effected (the amount that cannot be so reallocated being called the "Excess Amount"), the Borrower shall within one Business Day following notice by the Administrative Agent (x) *first,* prepay the portion of such Defaulting Lender's Swingline Exposure (other than any portion thereof attributable to Swingline Loans made by such Defaulting Lender) that has not been reallocated as set forth in clause (i) above and (y) *second,* cash collateralize for the benefit of the Issuing Banks only the Borrower' s obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause **(i)** above and other than any portion thereof attributable to Letters of Credit issued by such Defaulting Lender) in accordance with the procedures set forth in Section 2.03(j) in an aggregate amount sufficient to eliminate the Excess Amount for so long as such LC Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause **(ii)** above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.10(b) with respect to such portion during the period such portion is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause **(i)** above, then the fees payable to the Lenders pursuant to Section 2.10(b) shall be adjusted to give effect to such reallocation; and

(v) if all or any portion of such Defaulting Lender's LC Exposure (other than any portion thereof attributable to Letters of Credit issued by such Defaulting Lender) is neither reallocated nor cash collateralized pursuant to clause **(i)** or **(ii)** above, then, without prejudice to any rights or remedies of the Issuing Banks or any other Lender hereunder, all participation fees payable under Section 2.10(b) with respect to such Defaulting Lender's LC Exposure or portion thereof shall be payable to the Issuing Banks (and allocated among them ratably based on the amount of

such Defaulting Lender's LC Exposure attributable to Letters of Credit issued by each Issuing Bank) until and to the extent that such LC Exposure or portion thereof is reallocated and/or cash collateralized; and

(d) so long as such Lender is a Defaulting Lender, no Swingline Lender shall be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or increase any Letter of Credit unless it shall be satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure (other than any portion thereof attributable to Letters of Credit issued by such Defaulting Lender) will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.18(c), and participating interests in any newly made Swingline Loan or any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.18(c)(i) (and such Defaulting Lender shall not participate therein).

If a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue, no Swingline Lender shall be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless such Swingline Lender or Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or the Lender controlled by such Lender Parent, satisfactory to such Swingline Lender or Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder. If a Swingline Lender or Issuing Bank shall have a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, such Swingline Lender shall not be required to fund any Swingline Loans and such Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless such Swingline Lender or such Issuing Bank, as the case may be, shall have entered into arrangements with the Borrower or such Lender, satisfactory to such Swingline Lender or Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

If the Administrative Agent, the Borrower, each Swingline Lender and each Issuing Bank shall agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposures and LC Exposures of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and, on the date of such readjustment, such Lender shall purchase at par such of the Loans and participations in unreimbursed LC Disbursements of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans and participations in unreimbursed LC Disbursements in accordance with its Applicable Percentage.

Subject to Section 9.21, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

SECTION 2.19. Extension Requests. (a) The Borrower may, on not more than two occasions during the term of this Agreement, request extensions of the Commitments and Loans of all the Lenders (or, if the Commitments or Loans of any Lenders shall theretofore have been extended pursuant to this Section 2.19, of all the Lenders whose Commitments or Loans terminate on a particular date) by written notice to the Administrative Agent requesting that such Lenders enter into an Extension Permitted Amendment (each such request being called an "Extension Request"), and the Administrative Agent shall promptly communicate such request to the applicable Lenders. Each Extension Request shall set forth (i) the terms and conditions of the requested Extension Permitted Amendment (which shall be the same for all Lenders receiving the applicable Extension Request) and (ii) the date on which such Extension Permitted Amendment is requested to become effective (which shall not be less than 10 Business Days or more than 30 Business Days after the date of such notice, unless otherwise agreed to by the Administrative Agent). Extension Permitted Amendments shall become effective only with respect to the Loans and Commitments of the Lenders that accept the applicable Extension Request (such Lenders, the "Extending Lenders") and, in the case of any Extending Lender, only with respect to such Lender's Loans and Commitments as to which such Lender's acceptance has been made. Each Lender may in its sole discretion accept or reject any Extension Request.

(b) An Extension Permitted Amendment shall be effected pursuant to an Extension Agreement executed and delivered by the Borrower, each applicable Extending Lender and the Administrative Agent; provided that no Extension Permitted Amendment shall become effective unless (i) no Default shall have occurred and be continuing on the date of effectiveness thereof, (ii) on the date of effectiveness thereof, the representations and warranties of each Credit Party set forth in the Credit Documents shall be true and correct in all respects material to the rights or interests of the Lenders or the Issuing Banks under the Credit Documents, in each case on and as of such date, except in the case of any such representation and warranty that specifically relates to an earlier date, in which case such representation and warranty shall be so true and correct on and as of such earlier date, (iii) the Borrower shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary 's certificates, officer's certificates and other documents as shall reasonably be requested by the Administrative Agent in connection therewith and (iv) all actions necessary or, in the reasonable judgment of the Collateral Agent, desirable to preserve and continue the effectiveness, perfection and priority of the Liens created by the Security Documents shall have been taken or arrangements therefor satisfactory to the Collateral Agent shall have been made. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension Agreement. Each Extension Agreement may, without the consent of any Lender other than the applicable Extending Lenders, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to give effect to the provisions of this Section, including any amendments necessary to treat the applicable Loans and/or Commitments of the Extending Lenders as a new class or classes of loans and/or commitments hereunder; provided that, except as otherwise agreed to by each Issuing Bank and each Swingline Lender, (i) the allocation of the participation exposure with respect to any then-existing or subsequently issued or made Letter of Credit or Swingline Loan as between the commitments of such new class or classes and the

Commitments that were the subject of the applicable Extension Request but were not extended shall be made on a ratable basis, subject to reallocation of such participation exposure to the Extending Lenders upon the occurrence of the original Commitment Termination Date, and (ii) the Availability Period and the Commitment Termination Date, as such terms are used in reference to Letters of Credit and Swingline Loans, may not be extended without the prior written consent of each Issuing Bank and each Swingline Lender, as applicable.

SECTION 2.20. Commitment Increases. This Agreement and the other Credit Documents may be amended at any time and from time to time to increase the aggregate Commitments by an agreement in writing entered into by the Borrower, the Administrative Agent, the Collateral Agent and each Person (including any Lender) that shall agree to provide any such additional Commitment (but without the consent of any other Lender), and each such Person that shall not already be a Lender shall, at the time such agreement becomes effective, become a Lender with the same effect as if it had originally been a Lender under this Agreement with the Commitment set forth in such agreement; provided, however, that: (i) the aggregate amount of such additional Commitments established pursuant to this paragraph shall not exceed $250,000,000; (ii) no Default or Event of Default shall exist at the time such amendment becomes effective; (iii) in the case of any additional Commitment that is to be provided by a Person that is not a Lender immediately prior to the effectiveness of such amendment, each Principal Issuing Bank and Swingline Lender shall have consented to such Person becoming a Lender (such consent not to be unreasonably withheld), and (iv) the Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent, the Lenders and the Issuing Banks) of Covington & Burling LLP, counsel for the Borrower (or other counsel for the Borrower reasonably satisfactory to the Administrative Agent) in a form reasonably acceptable to the Administrative Agent but in substance to the effect that the incurrence of each Loan, Letter of Credit and LC Disbursement under such additional Commitments, and each Lien securing them, will be permitted under each indenture or other agreement governing any Material Indebtedness in effect at the time of the effectiveness of such amendment, and such Loans, Letters of Credit and LC Disbursements will constitute Designated Senior Obligations under the Lien Subordination and Intercreditor Agreement. Each Loan, Letter of Credit and LC Disbursement under such additional Commitments established pursuant to this paragraph shall constitute Loans, Letters of Credit and LC Disbursements under, and shall be entitled to all the benefits afforded by, this Agreement and the other Credit Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests and Liens created by the Guarantee and Collateral Agreement and the other Security Documents. The Borrower shall take any actions reasonably required by the Administrative Agent to ensure and/or demonstrate that all requirements under the Credit Documents in respect of the provision and maintenance of Collateral continue to be satisfied after the establishment of any such additional Commitments.

ARTICLE III

Representations and Warranties

The Borrower represents and warrants to the Administrative Agent, the Lenders and the Issuing Banks that:

SECTION 3.01. Organization; Powers. The Borrower and each of the other Credit Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not be reasonably likely to result in a Material Adverse Change, is qualified to do business, and is in good standing, in every jurisdiction where such qualification is required. Each Subsidiary of the Borrower other than the Credit Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and is qualified to do business, and is in good standing, in every jurisdiction where such qualification is required, except for failures that, individually or in the aggregate, would not be materially likely to result in a Material Adverse Change.

SECTION 3.02. Authorization; Enforceability. The Transactions to be entered into by each Credit Party are within such Credit Party's powers and have been duly authorized. This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Credit Document to which any Credit Party is or is to be a party constitutes or, when executed and delivered by such Credit Party, will constitute, a legal, valid and binding obligation of the Borrower or such Credit Party, as the case may be, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. (a) Except to the extent that no Material Adverse Change would be materially likely to result, the Transactions (i) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as are required to perfect Liens created under the Security Documents and such as have been obtained or made and are in full force and effect, (ii) do not and will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Borrower or any of the Subsidiaries or any order of any Governmental Authority, (iii) do not and will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower or any of the Subsidiaries or any of their assets, and (iv) do not and will not result in the creation or imposition of any Lien on any asset of the Borrower or any of the Subsidiaries, except Liens created under the Credit Documents.

(b) The incurrence of each Loan, Letter of Credit and LC Disbursement, each Guarantee thereof under the Credit Documents and each Lien securing any of the Obligations, is permitted under each indenture or other agreement governing any Senior

Subordinated-Lien Indebtedness in effect at the time of such incurrence, and the Loans, Letters of Credit, LC Disbursements and Guarantees thereof under the Credit Documents constitute Designated Senior Obligations under the Lien Subordination and Intercreditor Agreement.

SECTION 3.04. Financial Statements; No Material Adverse Change. (a) The Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of operations, shareholders' equity and cash flows as of and for the fiscal year ended December 31, 2020, reported on by PricewaterhouseCoopers LLP, independent registered accounting firm. Such financial statements present fairly, in all material respects, the consolidated financial position and consolidated results of operations and cash flows of the Borrower and its Consolidated Subsidiaries as of such date and for such fiscal year in accordance with GAAP.

(b) Except as disclosed in the Disclosure Documents, since December 31, 2020, there has been no event or condition that constitutes or would be materially likely to result in a Material Adverse Change, it being agreed that a reduction in any rating relating to the Borrower issued by any rating agency shall not, in and of itself, be an event or condition that constitutes or would be materially likely to result in a Material Adverse Change (but that events or conditions underlying or resulting from any such reduction may constitute or be materially likely to result in a Material Adverse Change).

SECTION 3.05. Litigation and Environmental Matters. (a) Except as set forth in the Disclosure Documents, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of the Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that if adversely determined would be materially likely, individually or in the aggregate, to result in a Material Adverse Change or (ii) as of the Restatement Date, that involve the Credit Documents or the Transactions.

(b) Except as set forth in the Disclosure Documents, and except with respect to matters that, individually or in the aggregate, would not be materially likely to result in a Material Adverse Change, neither the Borrower nor any of the Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.06. Compliance with Laws and Agreements. The Borrower and each of the Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to be in compliance, individually or in the aggregate, would not be materially likely to result in a Material Adverse Change. No Event of Default has occurred and is continuing.

SECTION 3.07. Investment Company Status. Neither the Borrower nor any of the Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

SECTION 3.08. ERISA and Canadian Pension Plans. (a) Except as disclosed in the Disclosure Documents, no ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other ERISA Events that have occurred or are reasonably expected to occur, would be materially likely to result in a Material Adverse Change.

(b) Except as would not be materially likely to result in a Material Adverse Change, (i) the Canadian Pension Plans are duly registered under the Income Tax Act (Canada) and all other applicable laws which require registration and no event has occurred which is reasonably likely to cause the loss of such registered status; (ii) all material obligations of each Credit Party (including fiduciary, funding, investment and administration obligations) required to be performed in connection with the Canadian Pension Plans and the funding agreements therefor have been performed in a timely fashion; (iii) none of the Canadian Pension Plans as of the Restatement Date is a Defined Benefit CPP except as disclosed on Schedule 3.08(b); (iv) to the knowledge of the Credit Parties there have been no improper withdrawals of the assets of the Canadian Pension Plans or the Canadian Benefit Plans; (v) there are no outstanding material disputes concerning the assets of the Canadian Pension Plans or the Canadian Benefit Plans; (vi) each of the Canadian Pension Plans is being funded in accordance with the actuarial valuation reports last filed with the applicable Governmental Authorities and which are consistent with generally accepted actuarial principles; and (vii) there has been no termination in whole or in part of any Defined Benefit CPP.

SECTION 3.09. Disclosure. (a) None of the Annual Report on Form 10-K of the Borrower for the fiscal year ended December 31, 2020, or the reports, financial statements, certificates or other written information referred to in Section 3.04 or delivered after the date hereof by or on behalf of any Credit Party to the Administrative Agent, the Collateral Agent or any Lender pursuant to Section 5.01 (taken together with all other information so furnished and as modified or supplemented by other information so furnished) contained, in each case as of the date thereof, any material misstatement of fact or omitted to state, in each case as of the date thereof, any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information or other forward looking information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(b) As of the Restatement Date, to the best knowledge of the Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Restatement Date to any Lender in connection with this Agreement is true and correct in all respects.

SECTION 3.10. Security Interests. (a) Each of the Guarantee and Collateral Agreement, the Reaffirmation Agreement and the Canadian Security

Agreements is or, when executed and delivered, will be, effective to create or continue in favor of the Collateral Agent for the benefit of the Secured Parties a valid and enforceable security interest in the Collateral, to the extent contemplated by the Guarantee and Collateral Agreement, the Reaffirmation Agreement or the Canadian Security Agreements, as the case may be, and (i) when the Collateral constituting certificated securities (as defined in the applicable Uniform Commercial Code) was or is delivered to the Collateral Agent thereunder, together with instruments of transfer duly endorsed in blank, the Guarantee and Collateral Agreement created or will create, to the extent contemplated by the Guarantee and Collateral Agreement, a perfected security interest in all right, title and interest of the Grantors in such certificated securities to the extent perfection is governed by the applicable Uniform Commercial Code as in effect in any applicable jurisdiction, subject to no other Lien other than Liens permitted under Section 6.06 that take priority over security interests in certificated securities perfected by the possession of such securities under the Uniform Commercial Code as in effect in the applicable jurisdiction, and (ii) when financing statements in appropriate form were or are filed, and any other applicable registrations were or are made, in the offices specified in the Restatement Date Perfection Certificate, the Guarantee and Collateral Agreement, the Reaffirmation Agreement and the Canadian Security Agreements created or will create or continue a perfected security interest (or hypothec, as applicable) in all right, title and interest of the Grantors in the remaining Collateral to the extent perfection can be obtained by filing Uniform Commercial Code financing statements and making such other applicable filings and registrations in such jurisdictions, subject to no other Lien other than Liens permitted under Section 6.06. The exclusion of the Consent Assets (as defined in the Guarantee and Collateral Agreement) from the Collateral does not materially reduce the aggregate value of the Collateral.

(b) Each Mortgage creates or, upon execution and delivery by the parties thereto, will create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable Lien on all the applicable mortgagor's right, title and interest in and to the Mortgaged Properties subject thereto and the proceeds thereof, and the Mortgages create or, when the Mortgages have been filed or registered in the counties specified in Schedule 3.10(b), will create perfected Liens on all right, title and interest of the mortgagors in the Mortgaged Properties and the proceeds thereof, prior and superior in right to Liens in favor of any other Person (other than Liens or other encumbrances for which exceptions are taken in the policies of title insurance delivered in respect of the Mortgaged Properties on or prior to the Restatement Date and Liens permitted under Section 6.06).

(c) The Guarantee and Collateral Agreement (or predecessor thereto) and the intellectual property security agreements currently on file or to be filed with the United States Patent and Trademark Office and the Canadian Security Agreements (or predecessor thereto) currently on file or to be filed with the Canadian Intellectual Property Office, create or upon the execution, delivery and filing thereof in the applicable office will create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on all right, title and interest of the Grantors in the Material Intellectual Property in which a security interest may be perfected by such recordation in the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as the case may be, in each

case (i) prior and superior in right to any other Person and (ii) subject to no other Lien other than, in the case of (i) and (ii), Liens permitted under Section 6.06 (it being understood that subsequent recordings in the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as the case may be, may be necessary to perfect a Lien on registered trademarks and trademark applications acquired by the Grantors after the Restatement Date). As of the Restatement Date, the Disclosure Letter sets forth all the Material Intellectual Property.

(d) The Guarantee and Collateral Agreement and the related aircraft security agreements and other applicable documents currently on file or to be filed with the Federal Aviation Administration create, or upon the execution, delivery and filing thereof with the Federal Aviation Administration will create, in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on all right, title and interest of the Grantors in the Aircraft Collateral (as defined in the Guarantee and Collateral Agreement) in which a security interest may be perfected by such recordation with the Federal Aviation Administration, in each case prior and superior in right to any other Person, subject to no other Lien other than Liens permitted under Section 6.06.

(e) None of the Restatement Date Perfection Certificate or any other written information relating to the Collateral delivered after the date hereof by or on behalf of any Credit Party to the Administrative Agent, the Collateral Agent or any Lender pursuant to any provision of any Credit Document is or will be incorrect when delivered in any respect material to the rights or interests of the Lenders under the Credit Documents.

(f) As of the Restatement Date, the Restatement Date Perfection Certificate is true and correct in all material respects.

SECTION 3.11. Use of Proceeds and Letters of Credit. The proceeds of the Loans and the Letters of Credit will be used only for the purposes referred to in the preamble to this Agreement. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.12. Anti-Corruption Laws and Sanctions. (a) The Borrower has implemented and maintains in effect policies and procedures reasonably designed to promote compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws.

(b) The Borrower has implemented and maintains in effect policies and procedures reasonably designed to promote compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with applicable Sanctions. The Borrower and its Subsidiaries are not knowingly engaged in any activity that would reasonably be expected to result in the Borrower or any Subsidiary being listed on any Sanctions-related list referred to in clause **(a)** of the definition of "Sanctioned Person". None of the Borrower or any Subsidiary or, to the knowledge of the Borrower, any of their respective directors, officers or employees that will act for the Borrower or any of its Subsidiaries in any capacity in connection with the credit facility established hereby, is listed on any Sanctions-related list referred to in clause **(a)** of the definition of "Sanctioned Person".

ARTICLE IV

Conditions

SECTION 4.01. Restatement Date. The amendment and restatement of the Existing Credit Agreement in the form hereof shall not become effective until the date on which each of the following conditions is satisfied (or waived or deferred in accordance with Section 9.02 or the penultimate paragraph of this Section 4.01):

(a) The Administrative Agent (or its counsel) shall have received (i) from the Borrower, the Administrative Agent, the Collateral Agent, each Issuing Bank and each Lender, under and as defined in the Existing Credit Agreement, a counterpart of this Agreement signed on behalf of such party (which, subject to Section 9.06(b), may include any Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page).

(b) The Administrative Agent shall have received favorable written opinions (addressed to the Administrative Agent, the Lenders and the Issuing Banks and dated the Restatement Date) of (i) Covington & Burling LLP, counsel for the Borrower, and (ii) the General Counsel, an Associate General Counsel or a Senior Legal Counsel of the Borrower, in each case in form and substance reasonably satisfactory to the Administrative Agent, and covering such other matters relating to the Credit Parties, the Credit Documents or the Transactions as the Administrative Agent or the Majority Lenders shall reasonably request.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Credit Party, the authorization by the Credit Parties of the Transactions and any other legal matters relating to the Borrower, the other Credit Parties, the Credit Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(d) The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation.

(e) The representations and warranties set forth in Article III shall be true and correct in all material respects on the Restatement Date and the Administrative Agent shall have received a certificate signed by a Financial Officer to that effect.

(f) The Borrower and the other Credit Parties shall be in compliance with all the terms and provisions set forth herein and in the other Credit Documents in all material respects on their part to be observed or performed, and at the time of and immediately after the Restatement Date, no Default shall have occurred and be continuing, and the Administrative Agent shall have received a certificate signed by a Financial Officer to that effect.

(g) The Administrative Agent shall have received (i) all fees, interest and other amounts due and payable on or prior to, or accrued to, the Restatement Date under the Existing Credit Agreement, (ii) an amount equal to (A) the principal of all outstanding loans and letter of credit disbursements under the Existing Credit Agreement held by lenders under the Existing Credit Agreement that will not be Lenders under this Agreement, or the outstanding loans and letter of credit disbursements of which under the Existing Credit Agreement exceed their Applicable Percentages of the Loans and LC Disbursements to remain outstanding after giving effect to the amendment and restatement of the Existing Credit Agreement in the form of this Agreement on the Restatement Date, minus (B) the amounts to be remitted to such Lenders by the Administrative Agent on the Restatement Date pursuant to the last sentence of Section 2.05(a) and (iii) all fees and other amounts due and payable in connection with the effectiveness of this Agreement, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(h) The Administrative Agent shall have received the results of a search of the Uniform Commercial Code (or equivalent) filings or registrations made with respect to the Credit Parties in the jurisdictions referred to in paragraph 1 of the Perfection Certificate (as defined in the Existing Guarantee and Collateral Agreement) most recently delivered under Section 5.04(c) of the Existing Guarantee and Collateral Agreement and copies of the financing statements (or similar documents) disclosed by such search.

(i) The Administrative Agent shall have received from the Borrower and each Subsidiary Guarantor (other than the Excluded Subsidiaries and the Consent Subsidiaries) a counterpart of the Reaffirmation Agreement duly executed and delivered on behalf of the Borrower or such Subsidiary as a Guarantor and (in the case of each Subsidiary that is a Grantor under the Guarantee and Collateral Agreement or a Canadian Grantor under any Canadian Security Agreement) a Grantor.

(j) The Collateral Agent shall have received certificates representing all Capital Stock (other than any uncertificated Capital Stock) pledged pursuant to the Guarantee and Collateral Agreement, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank.

(k) All Uniform Commercial Code financing statements or other personal property security filings and recordations with the United States Patent and Trademark Office, the Canadian Intellectual Property Office and the Federal Aviation Administration required by law or reasonably requested by the Collateral Agent to be filed or recorded to perfect or continue the Liens intended to be created on the Collateral (to the extent such Liens may be perfected or continued by filings under the Uniform Commercial Code as in effect in any applicable jurisdiction or by filings or registrations under applicable Canadian personal property security legislation or by filings with the United States Patent and Trademark Office or the Federal Aviation Administration) shall have been filed or recorded or delivered to the Collateral Agent for filing or recording.

(l) The Collateral Agent shall have received (i) either (x) counterparts of an amended and restated Mortgage with respect to each Mortgaged Property, duly executed and delivered by the record owner of such Mortgaged Property or (y) confirmation satisfactory to the Collateral Agent, for each applicable Mortgaged Property, that such amendment and restatement is not necessary to reflect its continuing security interests therein, (ii) endorsements issued by the applicable nationally recognized title insurance company to each applicable policy of title insurance insuring the Lien of each such Mortgage as amended and restated as a valid first Lien on the Mortgaged Property described therein, free of any other Liens (other than Liens referred to in such policies of title insurance and acceptable to the Administrative Agent and Liens permitted by Section 6.06), together with such other endorsements as the Collateral Agent or the Majority Lenders may reasonably request, (iii) if any Mortgaged Property is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, evidence of such flood insurance as may be required under applicable law, including Regulation H of the Board, and (iv) such legal opinions and other documents as shall reasonably have been requested by the Collateral Agent with respect to any such amended and restated Mortgage or Mortgaged Property.

(m) The Administrative Agent shall have received evidence from (i) each "Deposit Account Institution" that is required to be party to an "Account Control Agreement" (as such terms are defined in the Guarantee and Collateral Agreement) and (ii) each securities intermediary that is required by Section 4.09 of the Guarantee and Collateral Agreement to be a party to a "Securities Account Control Agreement" (as such term is defined in the Guarantee and Collateral Agreement) that such agreement has been duly executed by all requisite parties and has become effective.

(n) The Administrative Agent shall have received the Borrowing Base Certificate and the related certificate of a Financial Officer most recently delivered

under Section 5.09 of the Existing Credit Agreement, as well as copies of (i) the collateral evaluation and appraisal most recently furnished pursuant to Section 5.05(b) of the Existing Credit Agreement and (ii) a collateral appraisal with respect to the Goodyear Equipment of the Borrower and the other Credit Parties conducted by a third party appraiser selected by the Administrative Agent and the Borrower and engaged by the Administrative Agent at locations to be agreed by the Administrative Agent and the Borrower.

(o) The Cooper Transaction shall have been consummated, or substantially concurrently with the Restatement Date, shall be consummated, in accordance with the Cooper Transaction Agreement (as in effect on February 22, 2021) in all material respects, without giving effect to any amendment, supplement, modification, waiver or consent in any respect that is materially adverse to the interests of the Lenders or the Arrangers without the Arrangers' prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

The Collateral Agent may enter into agreements with the Borrower to grant extensions of time for the perfection of security interests in or the delivery of surveys, title insurance, legal opinions or other documents with respect to particular assets where it determines that perfection cannot be accomplished or such documents cannot be delivered without undue effort or expense by the Restatement Date or any later date on which they are required to be accomplished or delivered under this Agreement or the Security Documents. Any failure of the Borrower to satisfy a requirement of any such agreement by the date specified therein (or any later date to which the Collateral Agent may agree) shall constitute a breach of the provision of this Agreement or the Security Document under which the original requirement was applicable. Without limiting the foregoing, it is anticipated that the actions listed on Annex I to the Disclosure Letter will not have been completed by the Restatement Date, and the Borrower covenants and agrees that each of such actions will be completed by the date specified for such action in such Annex I (or any later date to which the Collateral Agent may agree) and that the Borrower will comply with all of the undertakings set forth in such Annex I.

The Administrative Agent shall notify the Borrower and the Lenders of the Restatement Date in writing, and such notice shall be conclusive and binding. Notwithstanding the foregoing, this Agreement shall not become effective unless each of the foregoing conditions (except as contemplated by the immediately preceding paragraph) shall have been satisfied (or waived pursuant to Section 9.02) at or prior to the earlier of: (i) the consummation of the Cooper Transaction and (ii) 11:59 p.m., New York City time, on the date that is five Business Days after the Outside Date (as defined in the Cooper Transaction Agreement (as in effect on February 22, 2021); provided that if the Outside Date is extended pursuant to Section 8.1(b)(i) of the Cooper Transaction Agreement (as in effect on February 22, 2021), such Outside Date shall for purposes of this clause (ii), upon written notice to the Administrative Agent from the Borrower, automatically extend to five Business Days after each such extended date.

SECTION 4.02. Each Credit Event. (a) The obligation of each Lender to make a Loan on the occasion of any Borrowing (other than a conversion or continuation of

an outstanding Borrowing and other than a Borrowing to reimburse an LC Disbursement made pursuant to Section 2.03(e)) and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, shall be subject to the satisfaction of the following conditions:

(1) The representations and warranties of the Borrower set forth in this Agreement (including the representation in Section **3.03(a)**(iii)) and of each Credit Party in the other Credit Documents (insofar as the representations and warranties in such other Credit Documents relate to the transactions provided for herein or to the Collateral securing the Obligations) shall be true and correct in all respects material to the rights or interests of the Lenders or the Issuing Banks under the Credit Documents on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(2) After giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, the aggregate Credit Exposures shall not exceed the Borrowing Base Availability then in effect.

(3) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing and no breach of the delivery requirements of Section 5.01(a) or (b) shall have occurred and be continuing.

(b) The obligation of each Lender to make a Loan on the occasion of any Borrowing deemed to have been requested by the Borrower to reimburse an LC Disbursement pursuant to Section 2.03(e) shall be subject to the satisfaction of the conditions that (i) at the time of and immediately after giving effect to such Borrowing, no Event of Default shall have occurred and be continuing, and (ii) after giving effect to such Borrowing, the aggregate Credit Exposures shall not exceed the Borrowing Base Availability then in effect.

(c) Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in clauses **(1)**, **(2)** and **(3)** of paragraph **(a)** above or in paragraph **(b)** above, as the case may be.

ARTICLE V

Affirmative Covenants

Until the Commitments shall have been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated and all LC Disbursements shall have

been reimbursed, the Borrower covenants and agrees with the Administrative Agent, the Lenders and the Issuing Banks that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent and each Lender and Issuing Bank:

(a) as soon as available and in any event within 110 days after the end of each fiscal year of the Borrower, its audited consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, reported on by PricewaterhouseCoopers or other independent registered public accounting firm of recognized national standing (without any qualification in any material respect or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and consolidated results of operations of the Borrower and its Consolidated Subsidiaries as of the end of and for such fiscal year in accordance with GAAP consistently applied;

(b) as soon as available and in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the consolidated financial condition and consolidated results of operations of the Borrower and its Consolidated Subsidiaries as of the end of and for such fiscal quarter in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) not later than five Business Days after each delivery of financial statements under clause **(a)** or **(b)** above, a certificate of a Financial Officer (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) demonstrating compliance with Section 6.09 at the end of the period to which such financial statements relate and for each applicable period then ended, and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the most recent audited financial statements delivered under clause **(a)** above (or, prior to the delivery of any such financial statements, since December 31, 2020) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be;

(e) not later than five Business Days after each delivery of financial statements under clause **(a)** or **(b)** above, and at such other times as the Borrower may determine, a certificate of a Financial Officer identifying each Domestic Subsidiary formed or acquired after the Restatement Date and not previously identified in a certificate delivered pursuant to this paragraph, stating whether each such Domestic Subsidiary is an Excluded Subsidiary or a Consent Subsidiary and describing the factors that shall have led to the identification of any such Domestic Subsidiary as a Consent Subsidiary;

(f) from time to time, all information and documentation required to be delivered under Section 5.04 of the Guarantee and Collateral Agreement;

(g) not later than five Business Days after each delivery of financial statements under clause **(a)** or **(b)** above, a certificate of a Financial Officer of the Borrower certifying that the requirements of Section 5.08 have been satisfied in all material respects;

(h) on any date on which (i) either (A) any Grantor shall withdraw cash constituting Eligible Cash from a Deposit Account in which such cash shall have been held or (B) the Borrower shall request any Borrowing, or any issuance or amendment of a Letter of Credit, and (ii) after giving effect to such withdrawal or such Borrowing, issuance or amendment, the aggregate Credit Exposures would exceed the Borrowing Base Availability then in effect, determined without giving effect to clause **(e)** of the definition of "Borrowing Base", a certificate of a Financial Officer setting forth the amount of Eligible Cash after giving effect to any such withdrawal, Borrowing or issuance or amendment of a Letter of Credit;

(i) at any time when the aggregate solvency deficiency in respect of Defined Benefit CPPs, as set out on the most recent actuarial valuation reports filed with the applicable Governmental Authority, is greater than $75,000,000, (i) not later than 60 days after filing with any applicable Governmental Authority, copies of each annual and other return, report or valuation with respect to each Defined Benefit CPP as filed with such Governmental Authority; (ii) promptly and in any event within 30 days after receipt thereof, a copy of any direction, order, notice, ruling or opinion that any Credit Party may receive from any applicable Governmental Authority with respect to any Defined Benefit CPP (other than ordinary course correspondence regarding plan amendments); and (iii) notification within 30 days of any voluntary or involuntary termination of, or participation in, a Defined Benefit CPP; and

(j) promptly following any request therefor, (i) such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement or the other Credit Documents, or the perfection of the security interests created by the Security Documents, as the Administrative Agent or any Lender may reasonably request and (ii) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your

customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation.

Information required to be delivered pursuant to this Section 5.01 shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on an IntraLinks or similar site to which the Lenders have been granted access or shall be available on the website of the SEC at http://www.sec.gov; provided that the Borrower shall deliver paper copies of such information to any Lender that requests such delivery. Information required to be delivered pursuant to this Section 5.01 may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

SECTION 5.02. Notices of Defaults. The Borrower will furnish to the Administrative Agent, each Issuing Bank and each Lender prompt written notice of the occurrence of any Default, together with a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of the Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business, except to the extent that failures to keep in effect such rights, licenses, permits, privileges and franchises would not be materially likely, individually or in the aggregate for all such failures, to result in a Material Adverse Change; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.08.

SECTION 5.04. Maintenance of Properties. The Borrower will, and will cause each of the Subsidiaries to, keep and maintain all its property in good working order and condition, ordinary wear and tear excepted, except to the extent any failure to do so would not, individually or in the aggregate, be materially likely to result in a Material Adverse Change (it being understood that the foregoing shall not prohibit any sale of any assets permitted by Section 6.04).

SECTION 5.05. Books and Records; Inspection and Audit Rights. (a) The Borrower will, and will cause each of the Subsidiaries to, keep books of record and account sufficient to enable the Borrower to prepare the financial statements and other information required to be delivered under Section 5.01. The Borrower will, and will cause each of the Subsidiaries to, permit any representatives designated by the Administrative Agent (or by any Lender acting through the Administrative Agent), upon reasonable prior notice, to visit and inspect its properties (accompanied by a representative of the Borrower) and to discuss its affairs, finances and condition with its officers, all at such reasonable times and as often as reasonably requested.

(b) The Borrower will, and will cause each of the other Grantors to, permit any representatives designated by the Administrative Agent (including any consultants,

accountants, lawyers and appraisers retained by the Administrative Agent) (or by any Lender acting through the Administrative Agent) to conduct one evaluation and one appraisal in any fiscal year of the Borrower's computation of the Borrowing Base and the assets included in the Borrowing Base and such other assets and properties of the Borrower or the Subsidiaries as the Administrative Agent or Majority Lenders may reasonably require, all at reasonable times and upon reasonable advance notice to the Borrower and, if reasonably requested at any time when the aggregate amount of the Credit Exposures exceeds 80% of the aggregate amount of the Commitments in effect or when a Default or Event of Default shall have occurred and shall be continuing, up to one additional evaluation and up to one additional appraisal in any fiscal year. The Borrower shall pay the reasonable fees (including reasonable and customary internally allocated fees and expenses of employees of the Administrative Agent as to which invoices have been furnished) and expenses of any third party representatives retained by the Administrative Agent as to which invoices have been furnished to conduct any such evaluation or appraisal (and the field evaluation and appraisal referred to in the second proviso to the penultimate paragraph of the definition of "Borrowing Base"), including the reasonable fees and expenses associated with collateral monitoring services performed by the IB ABL Portfolio Management Group of the Administrative Agent to the extent not otherwise agreed in writing by the Borrower and the Administrative Agent. To the extent required by the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) as a result of any such evaluation, appraisal or monitoring, the Borrower also agrees to modify or adjust the computation of the Borrowing Base (which may include maintaining additional reserves or modifying the eligibility criteria for the components of the Borrowing Base, but not modifying the specifically enumerated advance rates specified in the definition of the "Borrowing Base"). Any such modification or adjustment required by the Administrative Agent or the Majority Lenders shall be made by written notice to the Borrower setting forth in reasonable detail the basis for such modification or adjustment, and shall become effective for purposes of the first Borrowing Base Certificate that is delivered pursuant to Section 5.09 at least five Business Days after the date of receipt by the Borrower of such written notice.

(c) In the event that historical accounting practices, systems or reserves relating to the components of the Borrowing Base are modified in a manner that is adverse to the Lenders in any material respect, the Borrower will agree to maintain such additional reserves (for purposes of computing the Borrowing Base) in respect of the components of the Borrowing Base and make such other adjustments to its parameters for including the components of the Borrowing Base as the Administrative Agent or the Majority Lenders in their discretion (not to be exercised unreasonably) shall reasonably require based upon such modifications.

SECTION 5.06. Compliance with Laws. (a) The Borrower will, and will cause each of the Subsidiaries to, comply with all laws, including Environmental Laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not be materially likely to result in a Material Adverse Change.

(b) The Borrower will maintain in effect policies and procedures reasonably designed to promote compliance by the Borrower and its Subsidiaries, and their respective directors, officers and employees, with Anti-Corruption Laws.

(c) The Borrower will maintain in effect policies and procedures reasonably designed to promote compliance by the Borrower and its Subsidiaries, and their respective directors, officers and employees, with applicable Sanctions.

SECTION 5.07. Insurance. The Borrower will, and will cause each of the Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customary among companies of established reputation engaged in the same or similar businesses and operating in the same or similar locations, except to the extent the failure to do so would not be materially likely to result in a Material Adverse Change. The Borrower will furnish to the Administrative Agent or any Lender, upon request, information in reasonable detail as to the insurance so maintained.

SECTION 5.08. Guarantees and Collateral. (a) In the event that there shall at any time exist any North American Subsidiary (other than an Excluded Subsidiary or Consent Subsidiary) that shall not be a party to the Guarantee and Collateral Agreement or the Canadian Security Agreements, as the case may be, the Borrower will promptly notify the Collateral Agent (including in such notice the information that would have been required to be set forth with respect to such Subsidiary in the Restatement Date Perfection Certificate if such Subsidiary had been one of the Grantors listed therein) and will, within 30 days (or such longer period as may be reasonable under the circumstances) after such notification, deliver to the Collateral Agent a supplement to the Guarantee and Collateral Agreement or the Canadian Security Agreements, as the case may be, in substantially the form specified therein, duly executed and delivered on behalf of such North American Subsidiary, pursuant to which such North American Subsidiary will become a party to the Guarantee and Collateral Agreement and a Subsidiary Guarantor and, if it elects to become a Grantor or if its Total Assets are greater than $10,000,000 as of March 31, 2021, or if later, as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b), a Grantor, in each case as defined in the Guarantee and Collateral Agreement.

(b) In the event that the Borrower or any other Grantor shall at any time directly own any Capital Stock of any Subsidiary (other than (i) Capital Stock in any Subsidiary with Total Assets not greater than $10,000,000 as of March 31, 2021, or if later, as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b),(ii) Capital Stock in any Excluded Subsidiary or Consent Subsidiary and (iii) Capital Stock already pledged in accordance with this paragraph or Section 4.01(j)), the Borrower will promptly notify the Collateral Agent and will, within 30 days (or such longer period as may be reasonable under the circumstances) after such notification, cause such Capital Stock to be pledged under the Guarantee and Collateral Agreement and cause to be delivered to the Collateral Agent any certificates representing such Capital Stock, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank; provided, that (A) no Grantor shall be

required to pledge more than 65% of outstanding voting Capital Stock of any Foreign Subsidiary and (B) no Grantor shall be required to pledge any Capital Stock in any Foreign Subsidiary if a Financial Officer shall have delivered a certificate to the Administrative Agent certifying that the Borrower has determined, on the basis of reasonable inquiries in the jurisdiction of such Person, that such pledge would affect materially and adversely the ability of such Person to conduct its business in such jurisdiction.

(c) In the event that the Borrower or any other Grantor shall at any time directly own any Capital Stock of any Material Foreign Subsidiary (other than Capital Stock already pledged in accordance with this paragraph and Capital Stock in any Consent Subsidiary), the Borrower will promptly notify the Collateral Agent and will take all such actions as the Collateral Agent shall reasonably request and as shall be available under applicable law to cause such Capital Stock to be pledged under a Foreign Pledge Agreement and cause to be delivered to the Collateral Agent any certificates representing such Capital Stock, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank; provided, that (A) no Grantor shall be required to pledge more than 65% of outstanding voting Capital Stock of any Foreign Subsidiary, (B) no Grantor shall be required to pledge any Capital Stock in any Person if a Financial Officer shall have delivered a certificate to the Administrative Agent certifying that the Borrower has determined, on the basis of reasonable inquiries in the jurisdiction of such Person, that such pledge would affect materially and adversely the ability of such Person to conduct its business in such jurisdiction and (C) no Grantor shall be required to pledge any Capital Stock in Goodyear Argentina, Goodyear Canada, Goodyear Luxembourg or Goodyear Venezuela.

(d) In the event that the Borrower or any other Grantor shall at any time own any Material Intellectual Property (other than Material Intellectual Property as to which the actions required by this paragraph have already been taken), the Borrower will promptly notify the Collateral Agent and will file all Uniform Commercial Code financing statements or other applicable personal property security law filings and recordations with the Patent and Trademark Office or the Canadian Intellectual Property Office as shall be required by law or reasonably requested by the Collateral Agent to be filed or recorded to perfect the Liens intended to be created on the Collateral (to the extent such Liens may be perfected by filings under the Uniform Commercial Code or other personal property security legislation as in effect in any applicable jurisdiction or by filings with the United States Patent and Trademark Office or the Canadian Intellectual Property Office); provided, that if the consents of Persons other than the Borrower and the Wholly Owned Subsidiaries would be required under applicable law or the terms of any agreement in order for a security interest to be created in any Material Intellectual Property under the Guarantee and Collateral Agreement or the Canadian Security Agreements, as the case may be, a security interest shall not be required to be created in such Material Intellectual Property prior to the obtaining of such consents.

(e) The Borrower will, and will cause each Subsidiary to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions, as may be reasonably requested by the Collateral Agent in order to cause the security interests purported to be created by the Security Documents or required to be

created under the terms of this Agreement to constitute valid security interests, perfected in accordance with this Agreement.

SECTION 5.09. Borrowing Base Certificate. (a) The Borrower will furnish to the Administrative Agent, no later than (i) 15 days following the end of each fiscal month (or, if such day is not a Business Day, the next succeeding Business Day), a completed Borrowing Base Certificate showing the Borrowing Base as of the close of business on the last day of such immediately preceding fiscal month as outlined in Exhibit E, (ii) if Available Commitments shall be $275,000,000 or less for each of five consecutive Business Days, on the Wednesday (or if such Wednesday is not a Business Day, on the next succeeding Business Day) of the next succeeding week following the last day of such five consecutive Business Day period a Borrowing Base Certificate calculating "Available accounts receivable", Eligible Cash and Available Cash as of Saturday of the immediately preceding week, specifying the then applicable value for clause **(c)** of the definition of "Borrowing Base" and showing "Available inventory", "Available in-transit inventory" and Eligible Machinery and Equipment as of the most recently delivered month-end Borrowing Base Certificate, and (iii) if requested by the Administrative Agent, at any other time when the Administrative Agent reasonably believes that the then existing Borrowing Base Certificate is materially inaccurate, as soon as reasonably practicable but in no event later than five Business Days after such request, a completed Borrowing Base Certificate showing the Borrowing Base and Available Cash as of the date so requested, in each case with such supporting documentation and additional reports with respect to the Borrowing Base as the Administrative Agent may reasonably request.

(b) The Borrower will furnish to the Administrative Agent at the time of each delivery of the Borrowing Base Certificate under clause **(a)** above (and in any event not later than 15 days following the end of each fiscal month (or, if such day is not a Business Day, the next succeeding Business Day)), a certificate of a Financial Officer in the form attached as Annex I to Exhibit E hereto specifying, to the best of such Financial Officer's knowledge, as of the date of the information reported in such Borrowing Base Certificate (i) the aggregate cash and cash equivalents of the Borrower and its Subsidiaries held in the United States, (ii) the aggregate cash and cash equivalents of the Borrower and its Subsidiaries held other than in the United States, (iii) for each of this Agreement and the European Facilities Agreement, the undrawn amount available to be drawn hereunder and thereunder, respectively, (iv) the aggregate accounts payable position of the Borrower and the Domestic Subsidiaries and (v) Available Cash.

ARTICLE VI

Negative Covenants

Until the Commitments shall have been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Administrative Agent, the Lenders and the Issuing Banks that:

SECTION 6.01. Limitation on Indebtedness. (a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Indebtedness; provided, however, that the Borrower or any Subsidiary Guarantor may Incur Indebtedness if on the date of such Incurrence and after giving effect thereto and to the application of the proceeds therefrom the Consolidated Coverage Ratio would be greater than 2.0:1.0.

(b) Notwithstanding the foregoing paragraph **(a)**, the Borrower and its Restricted Subsidiaries may Incur the following Indebtedness:

(1) (x) U.S. Bank Indebtedness in an aggregate principal amount not to exceed the greater of (A) $3,500,000,000 and (B) the sum of (i) 60% of the book value of the inventory of the Borrower and its Restricted Subsidiaries plus (ii) 80% of the book value of the accounts receivable of the Borrower and its Restricted Subsidiaries (other than any accounts receivable pledged, sold or otherwise transferred or encumbered by the Borrower or any Restricted Subsidiary in connection with a Qualified Receivables Transaction), in each case, as of the end of the most recent fiscal quarter for which financial statements have been filed with the SEC; provided that (i) not more than $3,000,000,000 of the Indebtedness outstanding at any time under this clause (x) shall benefit from first priority security interests in the Collateral and (ii) any Indebtedness outstanding at any time under this clause (x) that is secured by any Liens on any Collateral (other than the Obligations) shall be subject to an intercreditor or subordination agreement or arrangement reasonably acceptable to the Administrative Agent, and (y) European Bank Indebtedness in an aggregate principal amount not to exceed €800,000,000; provided, however, that the amount of Indebtedness that may be Incurred pursuant to this clause (1) shall be reduced by any amount of Indebtedness Incurred and then outstanding pursuant to the election provision of clause (10)(A)(ii) below;

(2) Indebtedness of the Borrower owed to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owed to and held by the Borrower or any Restricted Subsidiary; provided, however, that any subsequent event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Borrower or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the issuer thereof;

(3) Indebtedness (A) outstanding on the Restatement Date (other than the Indebtedness described in clauses (1) and (2)above and clause (12) below), and (B) consisting of Refinancing Indebtedness Incurred in respect of any Indebtedness described in this clause (3) (including Indebtedness that is Refinancing Indebtedness) or the foregoing paragraph (a);

(4) (A) Indebtedness of a Restricted Subsidiary Incurred and outstanding on or prior to the date on which such Restricted Subsidiary was acquired by the Borrower or a Restricted Subsidiary (other than Indebtedness Incurred in contemplation of, in connection with, as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Subsidiary of or was otherwise acquired by the Borrower); provided, however, that on the date that such Restricted Subsidiary is acquired by the Borrower, (i) the Borrower would have been able to Incur $1.00 of additional Indebtedness pursuant to the foregoing paragraph **(a)** after giving effect to the Incurrence of such Indebtedness pursuant to this clause (4) or (ii) the Consolidated Coverage Ratio immediately after giving effect to such Incurrence and acquisition would be greater than such ratio immediately prior to such transaction and (B) Refinancing Indebtedness Incurred by a Restricted Subsidiary in respect of Indebtedness Incurred by such Restricted Subsidiary pursuant to this clause (4);

(5) Indebtedness (A) in respect of performance bonds, Trade Acceptances, bank guarantees, letters of credit and surety or appeal bonds entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business, and (B) Hedging Obligations entered into in the ordinary course of business to hedge risks with respect to the Borrower's or a Restricted Subsidiary's interest rate, currency or raw materials pricing exposure and not entered into for speculative purposes;

(6) Purchase Money Indebtedness, Finance Lease Obligations and Attributable Debt and Refinancing Indebtedness in respect thereof in an aggregate principal amount on the date of Incurrence that, when added to all other Indebtedness Incurred pursuant to this clause **(6)** and then outstanding, will not exceed the greater of (A) $800,000,000 and (B) 5.0% of Consolidated assets of the Borrower as of the end of the most recent fiscal quarter for which financial statements have been filed with the SEC;

(7) Indebtedness Incurred by a Receivables Entity in a Qualified Receivables Transaction;

(8) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five Business Days of a Financial Officer's becoming aware of its Incurrence;

(9) any Guarantee by the Borrower or a Restricted Subsidiary of Indebtedness or other obligations of the Borrower or any Restricted Subsidiary so long as the Incurrence of such Indebtedness or other obligations by the Borrower or such Restricted Subsidiary is permitted

under the terms of this Agreement (other than Indebtedness Incurred pursuant to clause (4) above);

(10) (A) Indebtedness of Foreign Restricted Subsidiaries in an aggregate principal amount that, when added to all other Indebtedness Incurred pursuant to this clause (10)(A) and then outstanding, will not exceed (i) $2,000,000,000 plus (ii) any amount then permitted to be Incurred pursuant to clause (1) above that the Borrower instead elects to Incur pursuant to this clause (10)(A); and

(B) Indebtedness of Foreign Restricted Subsidiaries Incurred in connection with a Qualified Receivables Transaction in an amount not to exceed €600,000,000 at any one time outstanding;

(11) Indebtedness constituting unsecured Indebtedness or Secured Indebtedness in an amount not to exceed $1,300,000,000 and Refinancing Indebtedness in respect thereof; provided that any such Secured Indebtedness may be secured solely with assets that do not constitute Collateral;

(12) Senior Subordinated-Lien Indebtedness and the related Guarantees by Subsidiaries of the Borrower and Refinancing Indebtedness in respect thereof; and

(13) Indebtedness of the Borrower and the Restricted Subsidiaries in an aggregate principal amount on the date of Incurrence that, when added to all other Indebtedness Incurred pursuant to this clause **(13)** and then outstanding, will not exceed $150,000,000.

(c) For purposes of determining the outstanding principal amount of any particular Indebtedness Incurred pursuant to this Section 6.01:

(1) Outstanding Indebtedness Incurred pursuant to this Agreement or the European Facilities Agreement prior to or on the Restatement Date shall be deemed to have been Incurred pursuant to clause **(1)** of paragraph **(b)** above;

(2) Indebtedness permitted by this Section 6.01 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(3) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in this Section 6.01, the Borrower, in its sole discretion, shall classify such Indebtedness (or any portion thereof) as of the time of Incurrence and will only be required to include the amount of such Indebtedness in one of such clauses (provided that any Indebtedness originally classified as Incurred pursuant to Sections

6.01(b)(2) through (b)(13) may later be reclassified as having been Incurred pursuant to Section 6.01(a) or any other of Sections 6.01(b)(2) through (b)(13) to the extent that such reclassified Indebtedness could be Incurred pursuant to Section 6.01(a) or one of Sections 6.01(b)(2) through (b)(13), as the case may be, if it were Incurred at the time of such reclassification).

(d) For purposes of determining compliance as of any date with any dollar or Euro denominated restriction on the Incurrence of Indebtedness where the Indebtedness Incurred is denominated in a different currency, the amount of such Indebtedness will be the U.S. Dollar Equivalent or Euro Equivalent, as the case may be, determined on the date of the Incurrence of such Indebtedness; provided, however, that if any such Indebtedness denominated in a different currency is subject to a Currency Agreement with respect to dollars or Euros, as the case may be, covering all principal, premium, if any, and interest payable on such Indebtedness, the amount of such Indebtedness expressed in dollars or Euros will be as provided in such Currency Agreement. The principal amount of any Refinancing Indebtedness Incurred in the same currency as the Indebtedness being Refinanced will be the U.S. Dollar Equivalent or Euro Equivalent, as appropriate, of the Indebtedness Refinanced determined on the date of the Incurrence of such Indebtedness, except to the extent that (i) such U.S. Dollar Equivalent or Euro Equivalent was determined based on a Currency Agreement, in which case the Refinancing Indebtedness will be determined in accordance with the immediately preceding sentence, and (ii) the principal amount of the Refinancing Indebtedness exceeds the principal amount of the Indebtedness being Refinanced, in which case the U.S. Dollar Equivalent or Euro Equivalent, as appropriate, of such excess will be determined on the date such Refinancing Indebtedness is Incurred.

SECTION 6.02. Limitation on Restricted Payments. (a) The Borrower shall not, and shall not permit any Restricted Subsidiary, directly or indirectly, to make any Restricted Payment if at the time the Borrower or such Restricted Subsidiary makes any Restricted Payment:

(1) a Default will have occurred and be continuing (or would result therefrom);

(2) the Borrower could not Incur at least $1.00 of additional Indebtedness under Section 6.01(a); or

(3) the aggregate amount of such Restricted Payment and all other Restricted Payments (the amount so expended, if other than in cash, to be determined in good faith by a Financial Officer of the Borrower, whose determination will be conclusive) declared or made subsequent to the Reference Date would exceed the sum, without duplication, of:

(i) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fiscal quarter immediately following the fiscal quarter during which the Reference Date occurs to the end of the most recent fiscal quarter for which financial

statements have been filed with the SEC prior to the date of such Restricted Payment (or, in case such Consolidated Net Income will be a deficit, minus 100% of such deficit);

(ii) 100% of the aggregate Net Cash Proceeds received by the Borrower from the issuance or sale of its Capital Stock (other than Disqualified Stock) subsequent to the Reference Date (other than an issuance or sale to a Subsidiary of the Borrower and other than an issuance or sale to an employee stock ownership plan or to a trust established by the Borrower or any of its Subsidiaries for the benefit of their employees) and 100% of any cash capital contribution received by the Borrower from its shareholders subsequent to the Reference Date;

(iii) the amount by which Indebtedness of the Borrower or its Restricted Subsidiaries is reduced on the Borrower's Consolidated balance sheet upon the conversion or exchange (other than by a Subsidiary of the Borrower) subsequent to the Reference Date of any Indebtedness of the Borrower or its Restricted Subsidiaries issued after the Reference Date which is convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Borrower (less the amount of any cash or the Fair Market Value of other property distributed by the Borrower or any Restricted Subsidiary upon such conversion or exchange); and

(iv) an amount equal to the sum of (x) the net reduction in the Investments (other than Permitted Investments) made by the Borrower or any Restricted Subsidiary in any Person resulting from repurchases, repayments or redemptions of such Investments by such Person, proceeds realized on the sale of such Investments and proceeds representing the return of capital (excluding dividends and distributions), in each case realized by the Borrower or any Restricted Subsidiary, and (y) to the extent such Person is an Unrestricted Subsidiary, the portion (proportionate to the Borrower's Capital Stock in such Subsidiary) of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, however, that the foregoing sum shall not exceed, in the case of any such Person or Unrestricted Subsidiary, the amount of Investments (excluding Permitted Investments) previously made (and treated as a Restricted Payment) by the Borrower or any Restricted Subsidiary in such Person or Unrestricted Subsidiary.

(b) The provisions of Section 6.02(a) shall not prohibit:

(1) any Restricted Payment made out of the Net Cash Proceeds of the substantially concurrent sale of, or made by exchange for, Capital Stock of the Borrower (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of the Borrower or an employee stock ownership plan or to a trust established by the Borrower or any of its Subsidiaries for the benefit of their employees to the extent such sale to such an employee stock ownership plan or trust is financed by loans from or guaranteed by the Borrower or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination) or a substantially concurrent cash capital contribution received by the Borrower from its shareholders; provided, however, that:

(A) such Restricted Payment shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3), and

(B) the Net Cash Proceeds from such sale applied in the manner set forth in Section 6.02(b)(1) shall be excluded from the calculation of amounts under Section 6.02(a)(3)(ii);

(2) any prepayment, repayment or Purchase for value of Subordinated Obligations (i) that are made by exchange for, or out of the proceeds of the sale of, other Subordinated Obligations (which (x) satisfy each of clauses **(4)** and **(5)** of the definition of Refinancing Indebtedness in respect of the Subordinated Obligations being prepaid, repaid or Purchased and (y) may include Indebtedness Incurred under Section 6.01(a)) or the Net Cash Proceeds of a sale of Capital Stock of the Borrower; provided, in each case, that the public announcement of the launch of such prepayment, repayment or Purchase for value is made within three months of such sale of Subordinated Obligations or Capital Stock, or (ii) if, at the time thereof, the Borrower shall, on a pro forma basis after giving effect to such prepayment, repayment or Purchase for value, have $150,000,000 or more of Available Commitments; provided, however, that each such prepayment, repayment or Purchase for value under this paragraph **(2)** shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(3) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividends would have complied with this covenant; provided, however, that such dividends shall be included in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(4) any Purchase for value of Capital Stock of the Borrower or any of its Subsidiaries from employees, former employees, directors or former

directors of the Borrower or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; provided, however, that the aggregate amount of such Purchases for value will not exceed $10,000,000 in any calendar year; provided further, however, that any of the $10,000,000 permitted to be applied for Purchases under this Section 6.02(b)(4) in a calendar year (and not so applied) may be carried forward for use in the following two calendar years; provided further, however, that such Purchases for value shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(5) so long as no Default has occurred and is continuing, payments of dividends on Disqualified Stock issued after the Reference Date pursuant to Section 6.01; provided, however, that such dividends shall be included in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(6) repurchases of Capital Stock deemed to occur upon the vesting or exercise of stock options, restricted stock or similar equity awards if such Capital Stock represents a portion of the exercise price of such stock options, restricted stock or similar equity awards and the withholding Tax related thereto; provided, however, that such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(7) so long as no Default has occurred and is continuing, any prepayment, repayment or Purchase for value of Subordinated Obligations from Net Available Cash; provided, however, that such prepayment, repayment or Purchase for value shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(8) [intentionally omitted];

(9) so long as no Default has occurred and is continuing, any prepayment, repayment or Purchase for value of any Indebtedness within 365 days of the Stated Maturity of such Indebtedness; provided, however, that such prepayment, repayment or Purchase for value shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(10) payments to holders of Capital Stock (or to the holders of Indebtedness that is convertible into or exchangeable for Capital Stock upon such conversion or exchange) in lieu of the issuance of fractional shares; provided, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(11) [intentionally omitted]; or

(12) any Restricted Payment in an amount which, when taken together with all Restricted Payments made after the Reference Date pursuant to this Section 6.02(b)(12), does not exceed $800,000,000; provided, however, that

(A) at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom); and

(B) such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3).

SECTION 6.03. Limitation on Restrictions on Distributions from Restricted Subsidiaries. The Borrower shall not, and shall not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Borrower;

(2) make any loans or advances to the Borrower; or

(3) transfer any of its property or assets to the Borrower, except:

(A) any encumbrance or restriction pursuant to applicable law, rule, regulation or order or an agreement in effect at or entered into on the Restatement Date;

(B) any encumbrance or restriction with respect to a Restricted Subsidiary pursuant to an agreement relating to any Indebtedness Incurred by such Restricted Subsidiary prior to the date on which such Restricted Subsidiary was acquired by the Borrower (other than Indebtedness Incurred as consideration in, in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was otherwise acquired by the Borrower) and outstanding on such date;

(C) any encumbrance or restriction pursuant to an agreement effecting a Refinancing of Indebtedness Incurred pursuant to an agreement referred to in Section 6.03(3)(A) or Section 6.03(3)(B) or this Section 6.03(3)(C) or contained in any amendment to an agreement referred to in Section 6.03(3)(A) or Section 6.03(3)(B) or this Section 6.03(3)(C); provided, however, that the encumbrances and restrictions contained in any such Refinancing agreement or amendment are no less favorable in any material respect to the Lenders than the encumbrances and restrictions contained in such predecessor agreements;

(D) in the case of Section 6.03(3), any encumbrance or restriction:

(i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or the assignment or transfer of any such lease, license or other contract; or

(ii) contained in mortgages, pledges and other security agreements securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restriction restricts the transfer of the property subject to such security agreements;

(E) with respect to a Restricted Subsidiary, any restriction imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;

(F) any encumbrance or restriction existing under or by reason of Indebtedness or other contractual requirements of a Receivables Entity or any other party to a Qualified Receivables Transaction in connection with a Qualified Receivables Transaction; provided, however, that such restrictions apply only to such Receivables Entity or such other party, as applicable;

(G) purchase money obligations for property acquired in the ordinary course of business and Finance Lease Obligations that impose restrictions on the property purchased or leased of the nature described in Section 6.03(3);

(H) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements;

(I) restrictions on cash or other deposits or net worth imposed by customers, suppliers or, in the ordinary course of business, other third parties; and

(J) with respect to any Foreign Restricted Subsidiary, any encumbrance or restriction contained in the terms of any Indebtedness, or any agreement pursuant to which such Indebtedness was issued, if:

(i) the encumbrance or restriction applies only in the event of a payment default or a default with respect to a financial covenant contained in such Indebtedness or agreement; or

(ii) at the time such Indebtedness is Incurred, such encumbrance or restriction is not expected to materially affect the Borrower's ability to make principal or interest payments on the Obligations, as determined in good faith by a Financial Officer of the Borrower, whose determination shall be conclusive.

SECTION 6.04. Limitation on Sales of Assets and Subsidiary Stock. (a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, make any Asset Disposition unless:

(1) the Borrower or such Restricted Subsidiary receives consideration (including by way of relief from, or by any other Person assuming sole responsibility for, any liabilities, contingent or otherwise) at the time of such Asset Disposition at least equal to the Fair Market Value of the shares and assets subject to such Asset Disposition; and

(2) at least 75% of the consideration therefor received by the Borrower or such Restricted Subsidiary is in the form of cash or Additional Assets.

(b) For the purposes of this covenant, the following are deemed to be cash:

(1) the assumption of Indebtedness or other obligations of the Borrower (other than obligations in respect of Disqualified Stock of the Borrower) or any Restricted Subsidiary (other than obligations in respect of Disqualified Stock and Preferred Stock of a Restricted Subsidiary that is a Subsidiary Guarantor) and the release of the Borrower or such Restricted Subsidiary from all liability on such Indebtedness or obligations in connection with such Asset Disposition;

(2) any Designated Noncash Consideration having an aggregate Fair Market Value that, when taken together with all other Designated Noncash Consideration received pursuant to this clause and then outstanding, does not exceed at the time of the receipt of such Designated Noncash Consideration (with the Fair Market Value of each item of

Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value) the greater of (1) $200,000,000 and (2) 1.5% of the total Consolidated assets of the Borrower as shown on the most recent balance sheet of the Borrower filed with the SEC;

(3) securities, notes or similar obligations received by the Borrower or any Restricted Subsidiary from the transferee that are promptly converted by the Borrower or such Restricted Subsidiary into cash; and

(4) Temporary Cash Investments.

(c) Upon receipt of written notice from the Borrower to the Collateral Agent, the Collateral Agent is hereby authorized and directed to release any security interest under any Security Document in any Capital Stock of any Foreign Subsidiary transferred, for tax planning or other business purposes, consistent with the Borrower's past practices, to any Foreign Subsidiary whose Capital Stock has been pledged under any of the Security Documents if either (i) the transferor of such Capital Stock is the Borrower or a Domestic Subsidiary and such release is required in order to obtain the desired amount of consideration from such transfer, or (ii) after giving effect to such transfer, the aggregate fair value of all such Capital Stock (other than Capital Stock transferred in a transaction described in the immediately preceding clause (i)), determined as of the date of each respective transfer, does not exceed, for all such transfers, $250,000,000.

SECTION 6.05. Limitation on Transactions with Affiliates. (a) The Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, enter into or conduct any transaction or series of related transactions (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Borrower (an "Affiliate Transaction") unless such transaction is on terms:

(1) that are no less favorable to the Borrower or such Restricted Subsidiary, as the case may be, than those that could be obtained at the time of such transaction in arm's-length dealings with a Person who is not such an Affiliate,

(2) that, in the event such Affiliate Transaction involves an aggregate amount in excess of $25,000,000,

(A) are set forth in writing, and

(B) have been approved by a majority of the members of the Board of Directors having no personal stake in such Affiliate Transaction; and

(3) that, in the event such Affiliate Transaction involves an amount in excess of $75,000,000, have been determined by a nationally recognized appraisal, accounting or investment banking firm to be fair, from a financial standpoint, to the Borrower and its Restricted Subsidiaries.

(b) The provisions of Section 6.05(a) will not prohibit:

(1) any Restricted Payment permitted to be paid pursuant to Section 6.02;

(2) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, incentive compensation plans, stock options and stock ownership plans approved by the Board of Directors;

(3) the grant of stock options or similar rights to employees and directors of the Borrower pursuant to plans approved by the Board of Directors;

(4) loans or advances to employees in the ordinary course of business of the Borrower;

(5) the payment of reasonable fees and compensation to, or the provision of employee benefit arrangements and indemnity for the benefit of, directors, officers and employees of the Borrower and its Restricted Subsidiaries in the ordinary course of business;

(6) any transaction between or among any of the Borrower, any Restricted Subsidiary or any joint venture or similar entity which would constitute an Affiliate Transaction solely because the Borrower or a Restricted Subsidiary owns an equity interest in or otherwise controls such Restricted Subsidiary, joint venture or similar entity;

(7) the issuance or sale of any Capital Stock (other than Disqualified Stock) of the Borrower;

(8) any agreement as in effect on the Restatement Date described in the Disclosure Documents, or any renewals, extensions or amendments of any such agreement (so long as such renewals, extensions or amendments are not less favorable in any material respect to the Borrower or its Restricted Subsidiaries) and the transactions evidenced thereby;

(9) transactions with customers, clients, suppliers or purchasers or sellers of goods or services in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement which are fair to the Borrower or its Restricted Subsidiaries, in the reasonable determination of the Board of Directors or the senior management thereof, or are on terms at least as favorable as could reasonably have been obtained at such time from an unaffiliated party; or

(10) any transaction effected as part of a Qualified Receivables Transaction.

SECTION 6.06. Limitation on Liens. The Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, Incur or permit to exist any Lien of any nature whatsoever on any of its property or assets (including Capital Stock of a Restricted Subsidiary), whether owned at the Restatement Date or thereafter acquired, securing any Indebtedness, except:

(a) Liens to secure Indebtedness permitted pursuant to Section 6.01(b)(1) and Liens under the Credit Documents securing Obligations; provided that any Lien on any Collateral that is granted in reliance on this clause (a) (other than Liens under the Credit Documents securing Obligations) shall be subject to an intercreditor or subordination agreement or arrangement reasonably acceptable to the Administrative Agent;

(b) Liens to secure Indebtedness permitted pursuant to Section 6.01(b)(12); provided that any Liens to secure Indebtedness permitted pursuant to Section 6.01(b)(12) shall be subordinate and junior to the Liens securing the Obligations on the terms set forth in the Lien Subordination and Intercreditor Agreement;

(c) pledges or deposits by such Person under workers' compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(d) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(e) Liens for taxes, assessments or other governmental charges not yet due or payable or subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings;

(f) Liens on assets not constituting Collateral under this Agreement which secure obligations under letters of credit, bank guarantees, Trade Acceptances or similar credit transactions or are in favor of issuers of surety or performance bonds issued pursuant to the request of and for the account of such Person in the ordinary course of its business; provided, however, that such letters of credit, bank guarantees, Trade Acceptances and similar credit transactions do not constitute Indebtedness;

(g) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness for borrowed money and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(h) Liens securing Indebtedness Incurred to finance the construction, purchase or lease of, or repairs, improvements or additions to, property of such Person (including Indebtedness Incurred under Section 6.01(b)(6)); provided, however, that the Lien may not extend to any other property (other than property related to the property being financed) owned by such Person or any of its Subsidiaries at the time the Lien is Incurred, and the Indebtedness (other than any interest thereon) secured by the Lien may not be Incurred more than 180 days after the later of the acquisition, completion of construction, repair, improvement, addition or commencement of full operation of the property subject to the Lien;

(i) Liens existing on the Restatement Date (which Liens, in the case of Liens on assets of the Borrower and of each other Subsidiary that is organized under the laws of the United States or Canada or any of their territories or possessions or any political subdivision thereof, are set forth in Annex II to the Disclosure Letter); provided that (x) any such Lien shall not apply to any other property or asset of the Borrower or any Restricted Subsidiary and (y) any such Lien shall secure only those obligations which it secured on the date hereof and extensions, renewals and replacements thereof that do not increase the outstanding principal amount hereof (other than Liens referred to in the foregoing clauses **(a)** and **(b)**);

(j) Liens on property or shares of stock of another Person at the time such other Person becomes a Subsidiary of such Person; provided, however, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such other Person becoming such a Subsidiary; provided further, however, that such Liens do not extend to any other property owned by such Person or any of its Subsidiaries, except pursuant to after-acquired property clauses existing in the applicable agreements at the time such Person becomes a Subsidiary which do not extend to property transferred to such Person by the Borrower or a Restricted Subsidiary;

(k) Liens on property at the time such Person or any of its Subsidiaries acquires the property, including any acquisition by means of a merger or consolidation with or into such Person or any Subsidiary of such Person; provided, however, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such acquisition; provided further, however, that the Liens do not extend to any other property owned by such Person or any of its Subsidiaries;

(l) Liens securing Indebtedness or other obligations of a Subsidiary of such Person owing to such Person or a Restricted Subsidiary of such Person;

(m) Liens securing Hedging Obligations so long as such Hedging Obligations are permitted to be Incurred under this Agreement;

(n) Liens on assets not constituting Collateral under this Agreement which secure Indebtedness of any Foreign Restricted Subsidiary Incurred under Section 6.01(b)(10);

(o) Liens to secure any Refinancing (or successive Refinancings) as a whole, or in part, of any Indebtedness secured by any Lien referred in the foregoing clauses **(h)**, **(i)**, **(j)** and **(k)**; provided, however, that:

(1) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements, accessions, proceeds, dividends or distributions in respect thereof); and

(2) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of:

(A) the outstanding principal amount or, if greater, committed amount of the Indebtedness secured by Liens described under clauses **(h)**, **(i)**, **(j)** or **(k)** at the time the original Lien became a permitted Lien under this Agreement; and

(B) an amount necessary to pay any fees and expenses, including premiums, related to such Refinancings;

(p) Liens on accounts receivables and related assets of the type specified in the definition of "Qualified Receivables Transaction" not constituting Collateral under this Agreement Incurred in connection with a Qualified Receivables Transaction;

(q) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(r) Liens arising from Uniform Commercial Code financing statement filings regarding leases that do not otherwise constitute Indebtedness and that are entered into in the ordinary course of business;

(s) leases and subleases of real property which do not materially interfere with the ordinary conduct of the business of the Borrower and its Subsidiaries;

(t) Liens which constitute bankers' Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with any bank or other financial institution, whether arising by operation of law or pursuant to contract;

(u) Liens on specific items of inventory or other goods (and proceeds thereof) of any Person securing such Person's obligations in respect of Trade Acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(v) Liens on specific items of inventory or other goods and related documentation (and proceeds thereof) securing reimbursement obligations in respect of trade letters of credit issued to ensure payment of the purchase price for such items of inventory or other goods;

(w) Liens on assets not constituting Collateral under this Agreement which secure Indebtedness Incurred under Section 6.01(b)(11) or (13);

(x) Liens on assets subject to Sale/Leaseback Transactions; provided that the aggregate outstanding Attributable Debt in respect of such Liens (other than any such Liens imposed against all or a portion of the Borrower's properties in Akron, Summit County, Ohio subject to a Sale/Leaseback Transaction) shall not at any time exceed $125,000,000; and

(y) other Liens on assets that do not constitute Collateral to secure Indebtedness as long as the amount of outstanding Indebtedness secured by Liens Incurred pursuant to this clause (y) does not exceed 7.5% of Consolidated assets of the Borrower, as determined based on the consolidated balance sheet of the Borrower as of the end of the most recent fiscal quarter for which financial statements have been filed with the SEC; provided, however, that notwithstanding whether this clause (y) would otherwise be available to secure Indebtedness, Liens securing Indebtedness originally secured pursuant to this clause (y) may secure Refinancing Indebtedness in respect of such Indebtedness and such Refinancing Indebtedness shall be deemed to have been secured pursuant to this clause (y).

For the avoidance of doubt, each reference in this Section or any other provision of this Agreement to "assets not constituting Collateral" (or any similar phrase) means assets that (a) are not subject to any Lien securing the Obligations and (b) are not and (absent a change in facts) will not be required under the terms of this Agreement or the Security Documents to be made subject to any Lien securing the Obligations by reason of the nature of, or the identity of the Subsidiary owning, such assets (and not as a result of the existence of any other Lien or any legal or contractual provision preventing such assets from being made subject to Liens securing the Obligations).

SECTION 6.07. Limitation on Sale/Leaseback Transactions. The Borrower shall not, and shall not permit any Restricted Subsidiary to, enter into any Sale/Leaseback Transaction with respect to any property unless the Borrower or such Restricted Subsidiary would be entitled to:

(a) Incur Indebtedness with respect to such Sale/Leaseback Transaction pursuant to Section 6.01;

(b) create a Lien on such property securing such Indebtedness pursuant to Section 6.06(x) or, to the extent the assets subject to such Sale/Leaseback do not constitute Collateral under this Agreement, create a Lien on such property pursuant to the provisions of Section 6.06;

(c) the gross proceeds payable to the Borrower or such Restricted Subsidiary in connection with such Sale/Leaseback Transaction are at least equal to the Fair Market Value of such property; and

(d) the transfer of such property is permitted by, and, if applicable, the Borrower applies the proceeds of such transaction in compliance with, Section 6.04.

SECTION 6.08. Fundamental Changes. The Borrower will not, and will not permit any Restricted Subsidiary to, merge into, amalgamate or consolidate with any other Person, or permit any other Person to merge into, amalgamate or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) assets (including Capital Stock of Subsidiaries) constituting all or substantially all the assets of the Borrower and its Consolidated Subsidiaries, taken as a whole, or, in the case of the Borrower, liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Restricted Subsidiary may merge into the Borrower in a transaction in which the Borrower is the surviving corporation, (ii) any Restricted Subsidiary may merge into any other Restricted Subsidiary in a transaction in which the surviving entity is a Restricted Subsidiary; except that no Domestic Subsidiary may merge into a Foreign Subsidiary, (iii) any sale of a Restricted Subsidiary made in accordance with Section 6.04 may be effected by a merger of such Restricted Subsidiary and (iv) any Restricted Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Borrower or to another Restricted Subsidiary; provided that any Investment that takes the form of a merger, amalgamation or consolidation (other than any merger, amalgamation or consolidation involving the Borrower) that is expressly permitted by Section 6.02 shall be permitted under this Section 6.08.

SECTION 6.09. Consolidated Coverage Ratio. The Borrower will not at any time when the requirements of this Section 6.09 apply permit the Consolidated Coverage Ratio for the most recent period of four consecutive fiscal quarters ending on the last day of the most recent fiscal quarter for which financial statements have been filed with the SEC prior to such time to be less than 2.00 to 1.00. On each occasion that the Available Commitments shall for five consecutive Business Days be less than $275,000,000, the requirements of this Section 6.09 shall apply from such fifth Business Day to the first day thereafter as of which Available Commitments shall for 10 consecutive Business Days have been equal to or greater than $275,000,000.

SECTION 6.10. Anti-Corruption Laws and Sanctions. (a) The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries shall not use, the proceeds of any Borrowing or any Letter of Credit in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws where such violation would be material to the rights or interests of the Lenders.

(b) The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries shall not use, the proceeds of any Borrowing or any Letter of Credit, (i) for the purpose of funding any activity, business or transaction of or with any Sanctioned Person or in any Sanctioned Country, to the extent such activity, business or transaction would be prohibited by Sanctions if conducted by a Person organized or formed under the laws of the United States or (ii) in any other manner that would result in a violation of Sanctions by the Borrower or any of its Subsidiaries where such violation referred to in this clause (ii) would be material to the rights or interests of the Lenders.

ARTICLE VII

Events of Default

SECTION 7.01. Events of Default. If any of the following events ("Events of Default") shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or any other Credit Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of (i) in the case of fees and interest payable under Sections 2.10 and 2.11, respectively, five Business Days, and (ii) in the case of any other fees, interest or other amounts (other than those referred to in clause (a) of this Section 7.01), five Business Days after the earlier of (A) the day on which a Financial Officer first obtains knowledge of such failure and (B) the day on which written notice of such failure shall have been given to the Borrower by the Administrative Agent or any Lender or Issuing Bank;

(c) any representation or warranty made or deemed made by or on behalf of any Credit Party in any Credit Document or any amendment or modification thereof or waiver thereunder shall prove to have been incorrect when made or deemed made in any respect material to the rights or interests of the Lenders under the Credit Documents;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to the Borrower's existence) or 5.08 or in Article VI;

(e) any Credit Party shall fail to observe or perform any covenant, condition or agreement contained in any Credit Document (other than those specified in clauses (a), (b), and (d) of this Article), and such failure shall continue unremedied for a period of 30 days after written notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender); provided that the failure of any Credit Party to perform any covenant, condition or agreement made in any Credit Document (other than this Agreement) shall not constitute an Event of Default unless such failure shall be (i) willful or (ii) material to the rights or interests of the Lenders under the Credit Documents;

(f) the Borrower or any Consolidated Subsidiary shall fail to make any payment of principal in respect of any Material Indebtedness at the scheduled due date thereof and such failure shall continue beyond any applicable grace period, or any event or condition occurs that results in any Material Indebtedness (other than any Qualified Receivables Transaction existing on March 31, 2003) becoming due or being required to

be prepaid, repurchased, redeemed, defeased or terminated prior to its scheduled maturity (other than, in the case of any Qualified Receivables Transaction, any event or condition not caused by an act or omission of the Borrower or any Subsidiary, if the Borrower shall furnish to the Administrative Agent a certificate to the effect that after the termination of such Qualified Receivables Transaction the Borrower and the Subsidiaries that are a party thereto have sufficient liquidity to operate their businesses in the ordinary course); provided that this clause (f) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness in accordance with the terms and conditions of this Agreement or (ii) Material Indebtedness of any Foreign Subsidiary if the Borrower is unable, due to applicable law restricting Investments in such Foreign Subsidiary, to make an Investment in such Foreign Subsidiary to fund the payment of such Material Indebtedness;

(g) any event or condition occurs that continues beyond any applicable grace period and enables or permits the holder or holders of any Material Indebtedness (other than any Qualified Receivables Transaction existing on March 31, 2003) or any trustee or agent on its or their behalf to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption, defeasance or termination thereof, prior to its scheduled maturity; provided, that (i) no Event of Default shall occur under this clause (g) as a result of any event or condition relating to any Qualified Receivables Transaction, other than any default in the payment of principal or interest thereunder and (ii) this clause (g) shall not apply to (A) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness in accordance with the terms and conditions of this Agreement or (B) Material Indebtedness of any Foreign Subsidiary if the Borrower is unable, due to applicable law restricting Investments in such Foreign Subsidiary, to make an Investment in such Foreign Subsidiary to fund the payment of such Material Indebtedness;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization, bankruptcy, moratorium, suspension of payment or other relief in respect of the Borrower or any Material Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee in bankruptcy, custodian, sequestrator, conservator or similar official for the Borrower or any Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 90 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization, bankruptcy, moratorium, suspension of payment or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee in bankruptcy, custodian, sequestrator, conservator or similar official for the Borrower or any Material Subsidiary or for a substantial part of its assets, (iv) make a general assignment for the benefit of creditors or (v) take any action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Material Subsidiary shall admit in writing its inability or fail generally to pay its debts as they become due;

(k) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, would be materially likely to result in a Material Adverse Change;

(l) Liens created under the Security Documents shall not be valid and perfected Liens on a material portion of the Collateral;

(m) any Guarantee of the Obligations under the Guarantee and Collateral Agreement or the Canadian Security Documents shall fail to be a valid, binding and enforceable Guarantee of one or more Subsidiary Guarantors where such failure would constitute or be materially likely to result in a Material Adverse Change; or

(n) a Change in Control shall occur;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Majority Lenders shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments and each LC Commitment shall immediately be terminated, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, and (iii) demand cash collateral with respect to any Letter of Credit pursuant to Section 2.03(j) (it being agreed that such demand will be deemed to have been made with respect to all Letters of Credit if any Loans are declared to be due and payable as provided in the preceding clause (ii)); and in case of any event with respect to the Borrower described in clause (h) or (i) of this Article, the Commitments shall automatically be terminated, and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, and the

Borrower's obligation to provide cash collateral for Letters of Credit shall become effective, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE VIII

The Agents

Each of the Lenders and Issuing Banks hereby irrevocably appoints the Agents as its agents and authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to the Agents by the terms hereof and of the other Credit Documents, together with such actions and powers as are reasonably incidental thereto.

The bank or banks serving as the Agents hereunder shall have the same rights and powers in their capacity as Lenders or Issuing Banks as any other Lender or Issuing Bank and may exercise the same as though they were not Agents, and such bank or banks and their Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if they were not Agents hereunder. The Agents shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing (a) the Agents shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Agents shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Agents are required to exercise in writing by the Majority Lenders, and (c) except as expressly set forth herein, the Agents shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information communicated to the Agents by or relating to the Borrower or any Subsidiary. The Agents shall not be liable for any action taken or not taken by them with the consent or at the request of the Majority Lenders or the Lenders, as the case may be, or in the absence of their own gross negligence or willful misconduct. In addition, the Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Agents by the Borrower or a Lender or Issuing Bank, and the Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein or therein, other than to confirm receipt of items expressly required to be delivered to the Agents.

The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by them to be genuine and to have been signed or sent by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to be made by the proper Person, and shall not incur any liability for relying thereon. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them with reasonable care, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

The Agents may perform any and all their duties and exercise their rights and powers by or through any one or more sub-agents appointed by the Agents. The Agents and any such sub-agent may perform any and all their duties and exercise their rights and powers through their respective Affiliates. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Affiliates of the Agents and any such sub-agent.

Subject to the appointment and acceptance of a successor Agent as provided below, either Agent may resign at any time by notifying the Lenders and the Borrower. Upon receipt of any such notice of an Agent's intent to resign, the Majority Lenders shall have the right to appoint a successor with the Borrower's written consent (which shall not be unreasonably withheld or delayed and shall not be required from the Borrower if an Event of Default under clause **(a)**, **(b)**, **(h)** or **(i)** of Section 7.01 has occurred and is continuing). If no successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its intent to resign, then the retiring Agent may, on behalf of the Lenders, with the Borrower's written consent (which shall not be unreasonably withheld or delayed and shall not be required if an Event of Default under clause **(a)**, **(b)**, **(h)** or **(i)** of Section 7.01 has occurred and is continuing), appoint a successor Agent which shall be a bank or an Affiliate thereof, in each case with a net worth of at least $1,000,000,000 and an office in New York, New York. Upon the acceptance of its appointment as Agent hereunder and under the Credit Documents by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder and under the Credit Documents. After an Agent' s resignation hereunder and under the Credit Documents, the provisions of this Article and Section 9.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent.

Each Lender and Issuing Bank acknowledges that it has, independently and without reliance upon the Agents or any other Lender or Issuing Bank and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Bank also acknowledges that it will, independently and without reliance upon the Agents or any other Lender or Issuing Bank and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

Notwithstanding any other provision contained herein, (a) each Lender and each Issuing Bank acknowledges that the Administrative Agent is not acting as an agent of the Borrower and that the Borrower will not be responsible for acts or failures to act on the part of the Administrative Agent and (b) none of the Arrangers, Syndication Agents or Documentation Agents shall, in its capacity as such, have any responsibilities, fiduciary or otherwise, to the Borrower, to any Lender or to any other Person under this Agreement or the other Credit Documents.

Without prejudice to the provisions of this Article VIII, each Lender and Issuing Bank hereby irrevocably appoints and authorizes the Collateral Agent (and any successor acting as Collateral Agent) to act as the hypothecary representative and Person holding the power of attorney (in such capacity, the "*fondé de pouvoir*") of the Secured Parties as contemplated under Article 2692 of the Civil Code of Quebec, and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties which are conferred upon the *fondé de pouvoir* under any hypothec. Moreover, without prejudice to such appointment and authorization to act as the hypothecary representative and Person holding the power of attorney as aforesaid, each Lender and Issuing Bank hereby irrevocably appoints and authorizes the Collateral Agent (and any successor acting as Collateral Agent) (in such capacity, the "Custodian") to act as agent and custodian for and on behalf of the Lenders and Issuing Banks to hold and to be the sole registered holder of any debenture which may be issued under any hypothec, the whole notwithstanding Section 32 of the *Act Respecting the Special Powers of Legal Persons* (Quebec) or any other applicable law. In this respect, (i) the Custodian shall keep a record indicating the names and addresses of, and the pro rata portion of the obligations and indebtedness secured by any pledge of any such debenture and owing to each Lender and Issuing Bank and (ii) each Lender and Issuing Bank will be entitled to the benefits of any charged property covered by any hypothec and will participate in the proceeds of realization of any such charged property, the whole in accordance with the terms hereof.

Each of the *fondé de pouvoir* and the Custodian shall (a) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the *fondé de pouvoir* and the Custodian (as applicable) with respect to the charged property under any hypothec, any debenture or pledge thereof relating to any hypothec, applicable laws or otherwise, (b) benefit from and be subject to all provisions hereof with respect to the Collateral Agent *mutatis mutandis,* including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lenders or the Issuing Banks, and (c) be entitled to delegate from time to time any of its powers or duties under any hypothec, any debenture or pledge thereof relating to any hypothec, applicable laws or otherwise and on such terms and conditions as it may determine from time to time. Any Person who becomes a Lender or an Issuing Bank shall be deemed to have consented to and confirmed: (y) the *fondé de pouvoir* as the hypothecary representative and Person holding the power of attorney as aforesaid and to have ratified, as of the date it becomes a Lender or Issuing Bank, all actions taken by the *fondé de pouvoir* in such capacity, and (z) the Custodian as the agent and custodian as aforesaid and to have ratified, as of the date it becomes a Lender or Issuing Bank, all actions taken by the Custodian in such capacity.

Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any of the other Grantors, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (1) the immediately preceding sub-clause (i) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with the immediately preceding sub-clause (iv), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any of the other Grantors, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related hereto or thereto).

Each Lender and Issuing Bank hereby agrees that (x) if the Administrative Agent notifies such Lender or Issuing Bank that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or Issuing Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender or Issuing Bank (whether or not known to such Lender or Issuing Bank), and demands the return of such Payment (or a portion thereof), such Lender or Issuing Bank shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or Issuing Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or Issuing Bank under this paragraph and the immediately following paragraph shall be conclusive, absent manifest error.

Each Lender and Issuing Bank hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and Issuing Bank agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or Issuing Bank shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day

thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

The Borrower hereby agrees that (x) in the event an erroneous Payment (or portion thereof) made with funds of a Person other than the Borrower or any Subsidiary are not recovered from any Lender or Issuing Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or Issuing Bank with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower.

Each party's obligations under this paragraph and the three immediately preceding paragraphs shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or an Issuing Bank, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Credit Document.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph **(b)** below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy (encrypted or unencrypted) or e-mail (including e mails of scanned or pdf copies of documents), as follows:

(i) if to the Borrower, to it at 200 Innovation Way, Akron, Ohio, 44316-0001, Attention of the Treasurer;

(ii) if to the Administrative Agent, to JPMorgan Chase Bank, N.A., Loan & Agency Services Group, 500 Stanton-Christiana Road, NCCS 1st Floor, Newark, DE 19713, Attention of Kevin C. Campbell (Email: 12012443577@tls.ldsprod.com and kevin.c.campbell@chase.com), with a copy to JPMorgan Chase Bank, N.A., 383 Madison Avenue, 24th floor, New York, NY 10179, Attention of Robert Kellas (Telecopy No. (212) 270-5100) and if such notice relates to the Borrowing Base, with a copy to ib.cbc@jpmorgan.com;

(iii) if to a Lender, to it at its address (or telecopy number or e-mail address) set forth in Schedule 2.01 or its Administrative Questionnaire;

(iv) if to any Issuing Bank, to it at the address most recently specified by it in a notice delivered to the Administrative Agent and the Borrower;

(v) if to any Swingline Lender, (x) in the case of JPMCB, to JPMorgan Chase Bank, N.A., Loan & Agency Services Group, 500 Stanton-Christiana Road, NCCS 1st Floor, Newark, DE 19713, Attention of Kevin C. Campbell (Email: 12012443577@tls.ldsprod.com and kevin.c.campbell@chase.com), with a copy to JPMorgan Chase Bank, N.A., 383 Madison Avenue, 24th floor, New York, NY 10179, Attention of Robert Kellas (Telecopy No. (212) 270-5100) or (y) in the case of any other Swingline Lender, to it at the address most recently specified by it in a notice delivered to the Administrative Agent and the Borrower;

(vi) if to the Collateral Agent, to JPMorgan Chase & Co., CIB DMO WLO, Mail Code NY1-C413, 4 CMC, Brooklyn, NY 11245-0001 (Email: ib.collateral. services@jpmchase.com).

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by (encrypted or unencrypted) electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address, telecopy number or e-mail address for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(d) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any communication hereunder by posting such communication on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar electronic transmission system (the "Platform"). The Platform is provided "as is" and "as available". Neither the Administrative Agent nor any of its Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made, or shall be deemed to be made, by the Administrative Agent or any of its Related Parties in connection with the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to any party hereto or any other Person for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any transmission of communications through the Platform, except to the extent that such damages have resulted from the willful misconduct or gross negligence of, or a

material breach of the agreements of the Administrative Agent under any Credit Document by, the Administrative Agent, in each case, determined in a final non-appealable judgment of a court of competent jurisdiction.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by any of the Agents, any Issuing Bank or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agents, the Issuing Banks and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuing of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether any Agent, any Issuing Bank or any Lender may have had notice or knowledge of such Default at the time.

(b) Except to the extent otherwise expressly set forth in this Agreement (including in Section 2.12 and Section 2.19), neither this Agreement nor any other Credit Document (other than any Issuing Bank Agreement, any Swingline Agreement or any letter of credit application referred to in Section 2.03(a) or (b)) nor any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Majority Lenders or, in the case of any other Credit Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent or the Collateral Agent and the Credit Party or Credit Parties that are parties thereto, in each case with the consent of the Majority Lenders; provided, that no such agreement shall (i) increase the Commitment of any Lender or extend the Commitment Termination Date with respect to any Lender without the written consent of such Lender, (ii) reduce or forgive all or part of the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fee payable hereunder, without the prior written consent of each Lender affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan, or the required date of reimbursement of any LC Disbursement, or date for the payment of any interest on any Loan or any fee, or reduce the amount of, waive or excuse any such payment, without the prior written consent of each Lender adversely affected thereby, (iv) release all or substantially all the Subsidiary Guarantors from their Guarantees under the Guarantee and Collateral Agreement, or release all or substantially all the Collateral from the Liens of the Security Documents, without the written consent of each Lender, (v) change any provision of the Guarantee and Collateral Agreement or any other Security Document to alter the amount or allocation of any payment to be made to the Secured Parties, without the written consent of each adversely affected Lender, (vi) change Section 2.16 in a manner that would alter the pro rata sharing of any payment without the written consent of each Lender adversely affected thereby, (vii) change any of the provisions of this Section or the definition of "Majority Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify

any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender, (viii) at any time amend, modify or otherwise alter in a manner which would increase the amount of the Borrowing Base Availability, the advance rates or the eligibility standards used in determining the Borrowing Base, or the amounts or limits set forth in clauses **(c)**, **(d)** and **(e)** of the definition of "Borrowing Base", without the prior written consent of Lenders having aggregate Credit Exposures and unused Commitments representing at least 66 -2/3% of the sum of the total Credit Exposures and unused Commitments at such time, or (ix) change any provision of Section 2.18 or of the definition of "Bankruptcy Event", "Defaulting Lender" or "Lender Parent" without the written consent of the Administrative Agent, each Swingline Lender and each Issuing Bank; provided, further that no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent, Issuing Bank or Swingline Lender under any Credit Document, or any provision of any Credit Document providing for payments by or to the Administrative Agent, any Issuing Bank or any Swingline Lender (or, in the case of any Issuing Bank, any provision of Section 2.03 affecting such Issuing Bank or any provision relating to the purchase of participations in Letters of Credit or, in the case of any Swingline Lender, any provision of Section 2.04 affecting such Swingline Lender or any provision relating to the purchase of participations in Swingline Loans), in each case without the prior written consent of such Agent, Issuing Bank or Swingline Lender, as the case may be; provided further, that so long as the rights or interests of any Lender shall not be adversely affected in any material respect, the Guarantee and Collateral Agreement or any other Security Document may be amended without the consent of the Majority Lenders (A) to cure any ambiguity, omission, defect or inconsistency, or (B) to provide for the addition of any assets or classes of assets to the Collateral. Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by the Borrower, the Administrative Agent (and, if their rights or obligations are affected thereby or if their consent would be required under the preceding provisions of this paragraph, the Issuing Banks and Swingline Lenders) and the Lenders that will remain parties hereto after giving effect to such amendment if (1) by the terms of such agreement the Commitment of each Lender not consenting to the amendment provided for therein shall be terminated upon the effectiveness of such amendment and (2) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement (it being understood that such non-consenting Lenders shall cease to be Lenders upon the termination of any such Commitments and the making of such payment in full).

SECTION 9.03. Expenses; Limitation of Liability; Indemnity. (a) The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Agents, the Arrangers and their Affiliates (including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Agents and the Arrangers, and other local and foreign counsel for the Agents and Arrangers, limited to one per jurisdiction for all the Agents and Arrangers, taken as a whole, in connection with the Security Documents and the creation and perfection of the Liens created thereby and other local and foreign law matters) in connection with the arrangement and syndication of the credit facilities provided for herein, the preparation, execution, delivery and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers

of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Agents, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Agents, any Issuing Bank or any Lender (limited to one per jurisdiction for all the Agents, Issuing Banks and Lenders, taken as a whole), in connection with the enforcement or protection of their rights in connection with this Agreement, including their rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or similar negotiations in respect of such Loans or Letters of Credit. The Borrower also shall pay all out-of-pocket expenses incurred by the Collateral Agent in connection with the creation and perfection of the security interests contemplated by this Agreement, including all filing, recording and similar fees and, as more specifically set forth above, the reasonable fees and disbursements of counsel (including foreign counsel in connection with Foreign Pledge Agreements).

(b) To the extent permitted by applicable law (i) the Borrower shall not assert, and the Borrower hereby waives, any claim against any Agent, Arranger, Syndication Agent, Documentation Agent, Issuing Bank and Lender, and any Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") for any Liabilities arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), except, in each case, to the extent that such Liabilities have resulted from the willful misconduct or gross negligence of any Lender-Related Person, as determined in a final non-appealable judgment of a court of competent jurisdiction, and (ii) no party hereto shall assert, and each such party hereby waives, any Liabilities against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that, nothing in this Section 9.03(b) shall relieve the Borrower of any obligation it may have to indemnify an Indemnitee, as provided in Section 9.03(c), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(c) The Borrower shall indemnify each Agent, each Arranger, each Issuing Bank (which, for purposes of this Section 9.03(c), shall be deemed to include its branches, Affiliates, and correspondents) and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all Liabilities and related expenses (including reasonable fees, disbursements and other charges of one firm of counsel selected by the Administrative Agent for all Indemnitees, taken as a whole, and, if necessary, a single local counsel in each appropriate jurisdiction for all such Indemnitees, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, one

firm of counsel for such affected Indemnitee and, if necessary, a single local counsel in each appropriate jurisdiction for such affected Indemnitee)), incurred by or asserted against any Indemnitee and arising out of (i) the execution or delivery of this Agreement or any other Credit Document or other agreement or instrument contemplated hereby, the syndication and arrangement of the credit facilities provided for herein, the performance by the parties hereto of their respective obligations or the exercise by the parties hereto of their rights hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use of the proceeds thereof (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by the Borrower or any Subsidiary, or any Environmental Liability related in any way to the Borrower or any Subsidiary, or (iv) any Proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether initiated against or by any Indemnitee, any party to any Credit Document, any Related Party of any of the foregoing or any third party (and regardless of whether any Indemnitee is a party thereto); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Liabilities or related expenses shall have resulted from (A) the willful misconduct or gross negligence of such Indemnitee or any of its Related Parties or any Related Indemnified Persons, as determined in a final, non-appealable judgment by a court of competent jurisdiction, (B) the material breach by such Indemnitee or any of its Related Parties or any Related Indemnified Persons of agreements set forth herein or in any other Credit Document, as determined in a final, non-appealable judgment by a court of competent jurisdiction, provided that this clause (B) will not apply to any indemnification of an Indemnitee in connection with any and all Liabilities and related expenses in connection with Letters of Credit under clause (ii) above, or (C) any Proceeding that does not involve an act or omission of the Borrower or any of its Related Parties and that is brought by an Indemnitee, any of its Related Parties or any Related Indemnified Person against any other Indemnitee, Related Party or Related Indemnified Person (other than any Proceeding against any of the Agents, Syndication Agents, Documentation Agents, Arrangers or Issuing Banks in their respective capacities or in fulfilling their respective roles as Agents, Syndication Agents, Documentation Agents, Arrangers or Issuing Banks or similar roles under the Credit Documents or in respect of the credit facilities provided for herein); and provided further, that the Borrower will not be liable under this Section for any settlement of any Proceeding unless such settlement is approved in writing by the Borrower (such approval not to be withheld, conditioned or delayed if the terms of the settlement are reasonable under the circumstances).

(d) To the extent that the Borrower fails to pay any amount required to be paid by it to any Agent, any Arranger, any Issuing Bank or any Swingline Lender under paragraph **(a)**, **(b)** or **(c)** of this Section, each Lender severally agrees to pay to such Agent, Arranger, Issuing Bank or Swingline Lender, as the case may be, such Lender's ratable percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on the outstanding Loans and LC Exposures and unused Commitments of such Lender and the other Lenders (or, if the Commitments shall

have been terminated and there shall be no outstanding Loans or LC Exposures, based on the Loans and LC Exposures and unused Commitments most recently in effect)) of such unpaid amount; provided that the unreimbursed expense or indemnified Liabilities or related expense, as the case may be, was incurred by or asserted against such Agent, Arranger, Issuing Bank or Swingline Lender in its capacity as such.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, the Indemnitees and their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) subject to Section 2.17, no Lender or Issuing Bank may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, Indemnitees, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph **(c)** of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, the Arrangers, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below and Section 2.17, any Lender may assign to one or more assignees (other than the Borrower or a Subsidiary or a natural person, but including any CLO or other Approved Fund) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment to an assignee that is a Lender, an Affiliate of a Lender, a Federal Reserve Bank or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment to an assignee that is a Lender, an Affiliate of a Lender, a Federal Reserve Bank or an Approved Fund; and

(C) each Principal Issuing Bank and Swingline Lender; provided that no consent of any Principal Issuing Bank or any Swingline Lender shall be required for an assignment to an assignee that is a Federal Reserve Bank.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000 or, if smaller, the entire remaining amount of the assigning Lender's applicable Commitment unless each of the Borrower and the Administrative Agent shall otherwise consent, provided (i) that no such consent of the Borrower shall be required if an Event of Default under clause **(a)**, **(b)**, **(h)**, or **(i)** of Section 7.01 has occurred and is continuing and (ii) in the event of concurrent assignments to two or more assignees that are Affiliates of one another, or to two or more Approved Funds managed by the same investment advisor or by affiliated investment advisors, all such concurrent assignments shall be aggregated in determining compliance with this subsection;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall, except as contemplated by Section 2.17, execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500; provided that in the event of concurrent assignments to two or more assignees that are Affiliates of one another, or to two or more Approved Funds managed by the same investment advisor or by affiliated investment advisors, only one such fee shall be payable; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.13, 2.14, 2.15 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this

Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph **(c)** of this Section. Each assignment hereunder shall be deemed to be an assignment of the related rights under the Guarantee and Collateral Agreement and each other applicable Security Document.

(iv) The Administrative Agent shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Issuing Banks and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and, as to entries pertaining to it, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender (except as contemplated by Section 2.17) and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph **(b)** of this Section and any written consent to such assignment required by paragraph **(b)** of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) By executing and delivering an Assignment and Assumption, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Commitment and the outstanding balances of its Loans, in each case without giving effect to assignments thereof that have not become effective, are as set forth in such Assignment and Assumption; (B) except as set forth in clause **(A)** above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Credit Document or any other instrument or document furnished pursuant hereto or thereto, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any of the foregoing, or the financial condition of the Credit Parties or the performance

or observance by the Credit Parties of any of their obligations under this Agreement or under any other Credit Document or any other instrument or document furnished pursuant hereto or thereto; (C) each of the assignee and the assignor represents and warrants that it is legally authorized to enter into such Assignment and Assumption; (D) such assignee confirms that it has received a copy of this Agreement, together with copies of any amendments or consents entered into prior to the date of such Assignment and Assumption and copies of the most recent financial statements delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (E) such assignee will independently and without reliance upon the Agents, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to them by the terms hereof and thereof, together with such powers as are reasonably incidental thereto; (G) such assignee agrees that it will not book any Loan or hold any participation in any Letter of Credit or LC Disbursement or Swingline Loan at an Austrian branch or through an Austrian Affiliate and will comply with Section 9.18 of this Agreement; and (H) such assignee agrees that it will perform in accordance with their terms all the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, any Issuing Bank or any Swingline Lender, sell participations to one or more banks or other entities (each a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and the Loans); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, each Issuing Bank, each Swingline Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender' s rights and obligations under this Agreement. Each Lender that sells a participation pursuant to this Section 9.04(c) shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it records the name and address of each participant to which it has sold a participation and the principal amounts (and stated interest) of each such participant's interest in the Loans or other rights and obligations of such Lender under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any participant or any information relating to a participant's interest in any Loans or other rights and obligations under any Credit Document) except to the extent that such disclosure is necessary to establish that such Loan or other right or obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive

absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes under this Agreement, notwithstanding any notice to the contrary. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant and that, under Section 9.02, would require the consent of each affected Lender. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.13, 2.14 and 2.15 (subject to the requirements and limitations under Sections 2.15(f) and (g) (it being understood that the documentation required under Sections 2.15(f) and (g) shall be delivered to the applicable Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.16(d) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.13 or 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent, which consent shall specifically refer to this exception.

(d) Any Lender may, without the consent of the Borrower, the Administrative Agent or any other person, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central banking authority, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, the replacement of any Lender pursuant to Section 2.17 shall be deemed an assignment pursuant to Section 9.04(b) and shall be valid and in full force and effect for all purposes under this Agreement.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is

extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or been terminated. The provisions of Sections 2.13, 2.14, 2.15 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit or the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration; Effectiveness; Issuing Banks.

(a) This Agreement, the other Credit Documents, the Issuing Bank Agreements, any Swingline Agreement and any separate letter agreements with respect to fees payable to the Administrative Agent or the Arrangers constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of any commitment, engagement or fee letter that by the terms of such document survive the execution and delivery of this Agreement). Except as provided in Section 4.01, this amendment and restatement of the Existing Credit Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent (or its counsel) shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto (or written evidence satisfactory to the Administrative Agent (which may include telecopy or electronic transmission of a signed signature page of this Agreement) that each such party has signed a counterpart of this Agreement), and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Credit Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Credit Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Credit Document or such Ancillary Document, as applicable. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement, any other Credit Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has

agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Borrower, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Credit Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Credit Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Credit Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Credit Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Borrower to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature. Each financial institution that shall be party to an Issuing Bank Agreement executed by the Borrower and the Administrative Agent shall be a party to and an Issuing Bank under this Agreement, and shall have all the rights and duties of an Issuing Bank hereunder and under its Issuing Bank Agreement. Each Lender hereby authorizes the Administrative Agent to enter into Issuing Bank Agreements.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. No failure to obtain any approval required for the effectiveness of any provision of this Agreement shall affect the validity or enforceability of any other provision of this Agreement.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing and the Loans shall have become due and payable pursuant to Article VII, each Lender, each Issuing Bank and each Affiliate of any of the foregoing is hereby

authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender, Issuing Bank or Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement held by such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each of the Lenders and the Issuing Banks under this Section are in addition to other rights and remedies (including other rights of setoff) which such Person may have.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Except as provided in the last sentence of this paragraph, each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this paragraph shall affect any right of the Collateral Agent to bring any action or proceeding relating to any Collateral in the courts of any jurisdiction where such Collateral is located or deemed located, or to bring any action or proceeding against the Borrower or a Subsidiary Guarantor in the jurisdiction of the Borrower or such Subsidiary Guarantor, as applicable.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in **paragraph (b)** of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL

PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Agents, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors who have been informed of the confidential nature of such Information and instructed to keep such Information confidential, (b) to the extent requested by any regulatory or self-regulatory authority (including the NAIC) with jurisdiction over it, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided that it shall, to the extent permitted by law and regulation, give the Borrower prompt notice after obtaining knowledge of any such subpoena or similar legal process so that the Borrower may at its own expense seek a protective order or other appropriate remedy), (d) to any other party to this Agreement, (e) to the extent necessary or advisable in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any credit insurance provider in connection with any credit insurance, or prospective credit insurance, relating to the Borrower and any of its obligations or (iii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the written consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section, (ii) becomes available to any Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower or any other party to this Agreement that is not known by the recipient to be bound by a confidentiality agreement or other obligation of confidentiality with respect to such information or (iii) was available to any Agent, any Issuing Bank or any Lender on a non-confidential basis prior to its disclosure by the Borrower or any other party to this Agreement from a source other than the Borrower or any other party to this Agreement that is not known by the recipient to be bound by a confidentiality agreement or other obligation of confidentiality with respect to such information. For the purposes of this Section, "Information" means all information received from the Borrower or Persons acting on its

behalf relating to the Borrower or its business, other than, after the earlier of (A) the date that is four Business Days after the Restatement Date or (B) the date on which the Borrower files a Form 8-K with the SEC with respect to this Agreement, information pertaining to this Agreement routinely provided by arrangers of credit facilities to data service providers, including league table providers, that serve the lending industry.

SECTION 9.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Alternate Base Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.14. Security Documents. Each Lender hereby irrevocably authorizes and directs the Collateral Agent to execute and deliver, or ratifies the execution and delivery by the Collateral Agent of, the Reaffirmation Agreement, the Guarantee and Collateral Agreement, the Lien Subordination and Intercreditor Agreement and each other Security Document and hereby irrevocably authorizes and directs the Collateral Agent to carry out the provisions thereof and exercise the authority conferred upon it therein. Each Lender, by executing and delivering this Agreement, acknowledges receipt of a copy of the Reaffirmation Agreement and the Guarantee and Collateral Agreement and approves and agrees to be bound by and to act in accordance with the terms and conditions of the Reaffirmation Agreement, the Guarantee and Collateral Agreement and each other Security Document insofar as they relate to or require performance by the Lenders, specifically including (i) the provisions of Article VII of the Guarantee and Collateral Agreement (governing the exercise of remedies under the Security Documents and the distribution of the proceeds realized from such exercise), (iii) the provisions of Articles IX and X of the Guarantee and Collateral Agreement (relating to the duties and responsibilities of the Collateral Agent thereunder and providing for the indemnification and the reimbursement of expenses of the Collateral Agent thereunder by the Lenders), and (iv) the provisions of Section 12.13 of the Guarantee and Collateral Agreement (providing for releases of Guarantees of and Collateral securing the Obligations). Each party hereto further agrees that the foregoing provisions of the Guarantee and Collateral Agreement shall apply to each other Security Document. Without limiting any other authority conferred upon the Collateral Agent under the Security Documents, the Collateral Agent is authorized to release from the Lien of the Security Documents ancillary structures on Mortgaged Properties that the Borrower advises are not of material value and not critical to the activities conducted on such Mortgaged Properties if such releases will avoid the need to obtain flood insurance that would otherwise be required under applicable law, including Regulation H of the Board.

SECTION 9.15. Additional Financial Covenants. Notwithstanding anything else contained herein to the contrary, in the event that any maintenance financial covenant other than the financial covenant set forth in Section 6.09 is included in any SSLI Documentation (as defined in Schedule 1.01C), such covenant will be deemed to be added to Article VI of this Agreement automatically, without the need for any further action whatsoever.

SECTION 9.16. Effect of Restatement. This Agreement shall supersede the Existing Credit Agreement from and after the Restatement Date with respect to the transactions hereunder and with respect to the loans and letters of credit outstanding under the Existing Credit Agreement as of the Restatement Date. The parties hereto acknowledge and agree, however, that (a) this Agreement and all other Credit Documents executed and delivered herewith do not constitute a novation, payment and reborrowing or termination of the Obligations under the Existing Credit Agreement and the other Credit Documents as in effect prior to the Restatement Date, (b) such Obligations are in all respects continuing with only the terms being modified as provided in this Agreement and the other Credit Documents, (c) the liens, security interests and pledges in favor of the Collateral Agent for the benefit of the Credit Parties securing payment of such Obligations are in all respects continuing and in full force and effect with respect to all Obligations and (d) all references in the other Credit Documents to the Credit Agreement shall be deemed to refer without further amendment to this Agreement.

SECTION 9.17. USA Patriot Act and Beneficial Ownership Regulation Notice. Each Lender and Issuing Bank and the Administrative Agent (for itself and not on behalf of any Lender or Issuing Bank) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation.

SECTION 9.18. Austrian Matters.

(a) Notices with respect to Austria. Each party to this Agreement agrees that it will (i) only send notices and other written references to this Agreement or any other Credit Document (this Agreement, the other Credit Documents and any notices or other written references to this Agreement or any other Credit Document, each, a " Stamp Duty Sensitive Document") to or from Austria by email which do not contain the signature of any party (whether manuscript or electronic, including, for the avoidance of doubt, the name of an individual or other entity) and (ii) not send fax or scanned copies of a signed Stamp Duty Sensitive Document to or from Austria.

(b) Agreement to be Kept Outside Austria. No party to this Agreement shall bring or send to or otherwise produce in Austria (x) an original copy, notarised copy or

certified copy of any Stamp Duty Sensitive Document, or (y) a copy of any Stamp Duty Sensitive Document signed or endorsed by one or more parties other than in the event that:

(1) this does not cause a liability of a party to this Agreement to pay stamp duty in Austria;

(2) a party to this Agreement wishes to enforce any of its rights under or in connection with such Stamp Duty Sensitive Document in Austria and is only able to do so by bringing, sending to or otherwise producing in Austria (x) an original copy, notarised copy or certified copy of the relevant Stamp Duty Sensitive Document or (y) a copy of any Stamp Duty Sensitive Document signed or endorsed by one or more parties and it would not be sufficient for that party to bring, send to or otherwise produce in Austria a simple copy (i.e. a copy which is not an original copy, notarised copy or certified copy) of the relevant Stamp Duty Sensitive Document for the purposes of such enforcement. In connection with the foregoing, each party to this Agreement agrees that in any form of proceedings in Austria simple copies may be submitted by either party to this Agreement and undertakes to refrain from (I) objecting to the introduction into evidence of a simple copy of any Stamp Duty Sensitive Document or raising a defense to any action or to the exercise of any remedy for the reason of an original or certified copy of any Stamp Duty Sensitive Document not having been introduced into evidence, unless such simple copy actually introduced into evidence does not accurately reflect the content of the original document and (II) contesting the authenticity *(Echtheit)* of a simple copy of any such Stamp Duty Sensitive Document before an Austrian court or authority, unless such simple copy does not accurately reflect the content of the original document; or

(3) a party to this Agreement is required by law, governmental body, court, authority or agency pursuant to any law or legal requirement (whether for the purposes of initiating, prosecuting, enforcing or executing any claim or remedy or enforcing any judgment or otherwise), to bring an original, notarised copy or certified copy of any Stamp Duty Sensitive Document into Austria.

(c) Austrian Stamp Duty. Notwithstanding any other provisions in any of the Credit Documents, if any liability to pay Austrian stamp duties is triggered:

(1) as a result of a party to this Agreement (i) breaching its obligations under paragraph (a), (b) or (d) of this Section, or (ii) booking its Loans or making or accepting performance of any rights or obligations under this Agreement or any of the other Credit Documents through an entity organized under the laws of the Republic of Austria or a branch or an Affiliate, located or organized in the Republic of Austria, of an entity organized under the laws of a jurisdiction other than the Republic of Austria, that party shall pay such stamp duties; and

(2) in circumstances other than those described in clause (1) of this paragraph (c), the Borrower shall be liable for the payment of all such stamp duties.

(d) Place of Performance Outside Austria. Each of the parties hereto agrees that the exclusive place of performance *(Erfüllungsort)* for all rights and obligations under this Agreement and the other Credit Documents shall be outside the Republic of Austria, and the payment of amounts under this Agreement must be made to a bank account outside the Republic of Austria. The Administrative Agent, the Collateral Agent and each Lender agrees to designate and maintain one or more accounts at one or more lending offices located outside the Republic of Austria to which all amounts payable to such party under this Agreement and the other Credit Documents shall be made.

SECTION 9.19. No Fiduciary Relationship. The Borrower, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrower, the Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Lenders and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Lenders or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Arrangers, the Lenders, the Issuing Banks and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Administrative Agent, the Arrangers, the Lenders, the Issuing Banks or their Affiliates has any obligation to disclose any of such interests to the Borrower or any of its Affiliates.

SECTION 9.20. Non-Public Information. Each Lender acknowledges that all information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to or in connection with, or in the course of administering, this Agreement will be syndicate-level information, which may contain MNPI. Each Lender represents to the Borrower and the Administrative Agent that (i) it has developed compliance procedures regarding the use of MNPI and that it will handle MNPI in accordance with such procedures and applicable law, including, to the extent such laws are applicable, Federal, state and foreign securities laws, and (ii) it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain MNPI in accordance with its compliance procedures and applicable law, including, to the extent such laws are applicable, Federal, state and foreign securities laws.

SECTION 9.21. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(1) a reduction in full or in part or cancellation of any such liability;

(2) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(3) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

(c) The following terms shall for purposes of this Agreement have the meanings set forth below:

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolutions of any EEA Financial Institution.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 9.22. Acknowledgement Regarding Any Supported QFCs. To the extent that the Credit Documents provide support, through a guarantee or otherwise, for hedge agreements in respect of Hedging Obligations or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the " U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

IMPORTANT NOTE:

EACH PARTY HERETO MUST EXECUTE THIS AGREEMENT OUTSIDE THE REPUBLIC OF AUSTRIA AND EACH LENDER MUST BOOK ITS LOAN AND RECEIVE ALL PAYMENTS OUTSIDE THE REPUBLIC OF AUSTRIA. TRANSPORTING OR SENDING THE ORIGINAL OR ANY CERTIFIED COPY OF THIS AGREEMENT OR THE AMENDED CREDIT AGREEMENT REFERRED TO HEREIN OR ANY OTHER CREDIT DOCUMENT OR ANY SIGNED REFERENCES THERETO OR ANY NOTICE OR OTHER COMMUNICATION, INCLUDING FAX MESSAGES OR E-MAILS CARRYING AN ELECTRONIC SIGNATURE (WHETHER DIGITALLY, MANUSCRIPT OR OTHERWISE TECHNICALLY REPRODUCED), INTO OR FROM THE REPUBLIC OF AUSTRIA WHICH REFER TO SUCH DOCUMENT OR TO WHICH A COPY OF SUCH DOCUMENT IS ATTACHED MAY RESULT IN THE IMPOSITION OF AN AUSTRIAN STAMP DUTY ON THE CREDIT FACILITY PROVIDED FOR IN SUCH AMENDED CREDIT AGREEMENT, WHICH MAY BE FOR THE ACCOUNT OF THE PARTY WHOSE ACTIONS RESULT IN SUCH IMPOSITION. COMMUNICATIONS REFERENCING THIS AGREEMENT OR SUCH DOCUMENTATION AS OUTLINED ABOVE SHOULD NOT BE ADDRESSED TO RECIPIENTS IN, OR SENT BY PERSONS LOCATED IN, THE REPUBLIC OF AUSTRIA AND PAYMENTS SHOULD NOT BE MADE TO BANK ACCOUNTS IN THE REPUBLIC OF AUSTRIA. SEE ALSO SECTION 9.18 OF SUCH AMENDED CREDIT AGREEMENT AND A MEMORANDUM FROM AUSTRIAN COUNSEL FOR THE GOODYEAR TIRE & RUBBER COMPANY WHICH IS AVAILABLE UPON REQUEST FROM THE ADMINISTRATIVE AGENT.

FIRST AMENDMENT dated as of September 15, 2022 (this "Agreement"), to (a) the AMENDED AND RESTATED FIRST LIEN CREDIT AGREEMENT dated as of June 7, 2021 (the "Existing Credit Agreement"), among THE GOODYEAR TIRE & RUBBER COMPANY ("Goodyear"), the LENDERS PARTY THERETO, the ISSUING BANKS PARTY THERETO and JPMORGAN CHASE BANK, N.A., as administrative agent and collateral agent, and (b) the FIRST LIEN GUARANTEE AND COLLATERAL AGREEMENT dated as of April 8, 2005, as amended and restated as of April 7, 2016, as further amended and restated as of April 9, 2020 and as further amended and restated as of June 7, 2021 and as heretofore supplemented by the Additional Subsidiary Agreements dated as of July 2, 2021, December 16, 2021 and January 31, 2022 (as so amended, restated and supplemented, the "Existing Guarantee and Collateral Agreement"), among GOODYEAR, the SUBSIDIARIES OF GOODYEAR PARTY THERETO and JPMORGAN CHASE BANK, N.A., as collateral agent.

WHEREAS, certain Loans and/or other extensions of credit under the Existing Credit Agreement and/or other Credit Documents denominated in dollars bear or are permitted to bear interest based on the London interbank offered rate for dollars in accordance with the terms of the Existing Credit Agreement.

WHEREAS, Goodyear, the Administrative Agent and the Lenders and Issuing Banks party hereto desire to amend the Existing Credit Agreement in certain respects, including to replace the Adjusted LIBO Rate with the Adjusted Term SOFR (as defined in the Amended Credit Agreement referred to below) as an available Benchmark, on the terms and subject to the conditions set forth herein.

WHEREAS, the Administrative Agent, the Collateral Agent, Goodyear and the other Credit Parties party hereto desire, subject to the terms and conditions set forth below, and in accordance with Section 12.02(b) of the Existing Guarantee and Collateral Agreement and Section 9.02(b) of the Existing Credit Agreement, to amend the Existing Credit Agreement and Existing Guarantee and Collateral Agreement on the terms set forth herein (the Existing Credit Agreement, as so amended, is referred to as the "Amended Credit Agreement"; the Existing Guarantee and Collateral Agreement, as so amended, is referred to as the "Amended Guarantee and Collateral Agreement").

WHEREAS, the Administrative Agent, the Collateral Agent, the Lenders and Issuing Banks whose signatures appear below (which constitute all of the Lenders and Issuing Banks party to the Existing Credit Agreement), Goodyear and the other Credit Parties party hereto are willing to agree to the amendments set forth herein, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein (including in the preliminary statements hereto) have the meanings assigned to them in the Existing Credit Agreement or Existing Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.04 of the Existing Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Amendments to the Existing Guarantee and Collateral Agreement. Effective as of the Amendment Effective Date (as defined below):

(a) The definition of the term "Indenture Properties" set forth in Section 1.01 of the Existing Guarantee and Collateral Agreement is hereby amended by amending and restating clause (b) of such definition in its entirety to read as follows:

> "(b) in case of the Cooper Indenture, (i) each "Principal Property" (as defined in the Cooper Indenture) owned or leased by the "Company" (as defined in the Cooper Indenture; and which, for the avoidance of doubt, will include the Company (as defined herein) upon its assumption of the Cooper Indenture), (ii) each "Principal Property" (as defined in the Cooper Indenture) owned or leased by a "Restricted Subsidiary" (as defined in the Cooper Indenture) and (iii) shares of stock or "Debt" (as defined in the Cooper Indenture) of each "Restricted Subsidiary" (as defined in the Cooper Indenture)."

(b) Section 6.02 of the Existing Guarantee and Collateral Agreement is hereby amended by amending and restating clause (a)(i) of such Section 6.02 in its entirety to read as follows:

> "(i) to the extent applicable, the provisions of Section 5.01(c) (limiting the amount of the obligations secured by the Indenture Properties);"

SECTION 3. Amendments to the Existing Credit Agreement. Effective as of the Amendment Effective Date:

(a) The Existing Credit Agreement (excluding, except as set forth in Section 3(b) below, all Schedules and Exhibits thereto) is hereby amended by inserting the language indicated in underlined text (indicated textually in the same manner as the following examples: **underlined text** or underlined text) in Exhibit A hereto and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following examples: ~~stricken text~~ or ~~stricken text~~) in Exhibit A hereto.

(b) Each of Exhibits A and B to the Existing Credit Agreement is hereby amended and restated in its entirety to be in the form of Exhibits B and C hereto, respectively. For clarity, the other Exhibits to the Existing Credit Agreement and the Schedules to the Existing Credit Agreement are not being amended by this Agreement and shall remain as in effect immediately prior to the Amendment Effective Date.

(c) Notwithstanding anything to the contrary contained in the Amended Credit Agreement, (i) each Eurodollar Loan (as defined in the Existing Credit Agreement) outstanding on the Amendment Effective Date (each, an "Existing Eurodollar Loan") shall remain outstanding as such, until the expiration of the Interest Period (as defined in the Existing Credit Agreement) applicable to such Existing Eurodollar Loan, in accordance with, and subject to all of the terms and conditions of, the Existing Credit Agreement, (ii) interest on such Existing Eurodollar Loan shall continue to accrue and shall be payable in accordance with Section 2.11 of the Existing Credit Agreement, and (iii) except as otherwise provided in the immediately succeeding sentence, all other provisions of the Existing Credit Agreement as in effect immediately prior to the Amendment Effective Date relating to such Existing Eurodollar Loan shall continue in full force and effect with respect to such Existing Eurodollar Loan (provided, however, that none of the provisions of Sections 1.07 and 2.12 of the Existing Credit Agreement (nor any of the provisions of Sections 1.07 and 2.12 of the Amended Credit Agreement) shall apply with respect to any Existing Eurodollar Loan). From and after the Amendment Effective Date, (i) the Borrower shall not be permitted to request that any Lender fund, and no Lender shall fund, any Eurodollar Loan, (ii) no Existing Eurodollar Loan may be continued as a Eurodollar Loan and (iii) each Existing Eurodollar Loan may be converted to a Term Benchmark Loan (as defined in the Amended Credit Agreement) or an ABR Loan (as defined in the Amended Credit Agreement) in accordance with Section 2.06 of the Amended Credit Agreement as if such Existing Eurodollar Loan was a Term Benchmark Loan (as defined in the Amended Credit Agreement).

SECTION 4. Representations and Warranties. Goodyear represents and warrants to the Administrative Agent and the Lenders that:

(a) This Agreement has been duly executed and delivered by Goodyear and each other Credit Party party hereto and constitutes a legal, valid and binding obligation of Goodyear or such Credit Party, as the case may be, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) On and as of the Amendment Effective Date, (i) the representations and warranties of Goodyear and each of the other Credit Parties set forth in the Existing Credit Agreement and the other Credit Documents (insofar as the representations and warranties in such other Credit Documents relate to the transactions provided for herein or to the Collateral securing the Obligations) are true and correct in all respects material to the rights or interests of the Lenders or the Issuing Banks under the Credit Documents; provided, that solely for the purposes of this Section 4(b), the date in Section 3.04(b) of the Existing Credit Agreement shall be deemed to be December 31, 2021; and further provided that (A) to the extent that such representations and warranties expressly relate to an earlier date, they are true and correct in all respects material to the rights or interests of the Lenders or the Issuing Banks under the Credit Documents as of such earlier date and (B) any representation and warranty that is qualified by "materiality", "Material Adverse Change" or similar language is true and correct in all respects as of the date hereof or as of such earlier date, as the case may be, and (ii) no Event of Default has occurred and is continuing and no breach of the delivery requirements of Section 5.01(a) or (b) of the Existing Credit Agreement has occurred and is continuing.

SECTION 5. Effectiveness.

(a) This Agreement, the amendment of the Existing Guarantee and Collateral Agreement as set forth in Section 2 hereof and the amendment of the Existing Credit Agreement as set forth in Section 3 hereof shall become effective as of the first date (the "Amendment Effective Date") on which each of the following conditions shall have been satisfied or waived:

(i) The Administrative Agent (or its counsel) shall have received from Goodyear, each other Credit Party party to the Existing Guarantee and Collateral Agreement, the Administrative Agent, the Collateral Agent, and each Lender and Issuing Bank party to the Existing Credit Agreement, a signed counterpart of this Agreement.

(ii) The Administrative Agent shall have received a certificate signed by a Financial Officer certifying as to the matters referred to in Section 4(b) hereof.

(iii) The Administrative Agent and the Collateral Agent shall have received all fees and other amounts due and payable in connection with the effectiveness of this Agreement, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed under the Existing Credit Agreement by Goodyear.

(b) The Administrative Agent shall notify Goodyear, the Lenders and each Issuing Bank of the Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 6. Effect of this Agreement; No Novation. (a) Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, the Collateral Agent, the Lenders or the Issuing Banks under the Existing Credit Agreement or the other Credit Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or the other Credit Documents, all of which shall continue in full force and effect in accordance with the provisions thereof as amended hereby. Nothing herein shall be deemed to entitle Goodyear on any other occasion to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or the other Credit Documents in similar or different circumstances. Neither this Agreement nor any provision hereof may be waived, amended or modified except in accordance with the provisions of Section 9.02 of the Amended Credit Agreement and Section 12.02 of the Amended Guarantee and Collateral Agreement, as applicable.

(b) On and after the Amendment Effective Date, (i) each reference in the Existing Guarantee and Collateral Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, as used in the Existing Guarantee and Collateral Agreement, shall refer to the Existing Guarantee and Collateral Agreement as amended hereby, and (ii) each reference to the "Guarantee and Collateral Agreement" and "First Lien Guarantee and Collateral Agreement" in any other Credit Document, shall, unless the context otherwise requires, refer to the Existing Guarantee and Collateral Agreement as amended hereby.

(c) On and after the Amendment Effective Date, (i) each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, as used in the Existing Credit Agreement, shall refer to the Existing Credit Agreement as amended hereby, and (ii) each reference to the "Credit Agreement", "First Lien Credit Agreement" and "First Lien Agreement" in any other Credit Document, shall, unless the context otherwise requires, refer to the Existing Credit Agreement as amended hereby.

(d) Neither this Agreement, nor the effectiveness of the amendments to (i) the Existing Guarantee and Collateral Agreement or (ii) the Existing Credit Agreement effected hereby, shall extinguish the obligations for the payment of money outstanding under the Existing Credit Agreement. Nothing herein contained shall be construed as a substitution or novation of any of the obligations outstanding under the Existing Credit Agreement or the other Credit Documents, which shall remain in full force and effect, except as modified hereby. Nothing expressed or implied in this Agreement, the Amended Credit Agreement or the Amended Guarantee and Collateral Agreement shall be construed as a release or other discharge of Goodyear or any other Credit Party under the Existing Credit Agreement or Existing Guarantee and Collateral Agreement from any of its Liens, Guarantees or other obligations and liabilities thereunder, as amended hereby.

(e) This Agreement shall constitute a "Credit Document" for all purposes of the Amended Credit Agreement and the other Credit Documents.

SECTION 7. Further Assurances. Each of the Credit Parties hereby agrees from time to time, as and when reasonably requested by the Administrative Agent, to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as the Administrative Agent may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Agreement, the Amended Credit Agreement and the other Credit Documents, in each case in accordance with the Amended Credit Agreement.

SECTION 8. **Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

SECTION 9. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 10. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 11. Incorporation by Reference. Sections 9.07, 9.09(b), 9.09(c), 9.09(d) and 9.10 of the Existing Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

THE GOODYEAR TIRE & RUBBER COMPANY

By

/s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President, Finance and Treasurer

[Signature Page to First Amendment to the A&R First Lien Credit Agreement and First Lien Guarantee and Collateral Agreement]

[[5836363]]

JPMORGAN CHASE BANK, N.A, as Administrative Agent and Collateral Agent

By /s/ Robert P. Kellas
Name: Robert P. Kellas
Title: Executive Director

JPMORGAN CHASE BANK, N.A., as a Lender, a Swingline Lender and an Issuing Bank

By /s/ Robert P. Kellas
Name: Robert P. Kellas
Title: Executive Director

GRANTORS AND GUARANTORS

CELERON CORPORATION

By
/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

DIVESTED COMPANIES HOLDING COMPANY

By
/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

By
/s/ Daniel T. Young
Name: Daniel T. Young
Title: Secretary

DIVESTED LITCHFIELD PARK PROPERTIES, INC.

By
/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

By
/s/ Daniel T. Young
Name: Daniel T. Young
Title: Secretary

GOODYEAR EXPORT INC.

By

/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

GOODYEAR FARMS, INC.

By

/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

GOODYEAR INTERNATIONAL CORPORATION

By

/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

GOODYEAR WESTERN HEMISPHERE CORPORATION

By

/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

T&WA, INC.

By

/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

RABEN TIRE CO., LLC

By THE GOODYEAR TIRE &
RUBBER COMPANY
its sole member

By

/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President, Finance and Treasurer

COOPER TIRE & RUBBER COMPANY

By /s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President and Treasurer

MAX-TRAC TIRE CO., INC.

By /s/ Evan M. Scocos

Name: Evan M. Scocos
Title: Vice President

MICKEY THOMPSON PERFORMANCE RACING INC.

By /s/ Evan M. Scocos

Name: Evan M. Scocos
Title: Vice President

WINGFOOT BRANDS LLC

By /s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President and Treasurer

COOPER INTERNATIONAL HOLDING CORPORATION

By /s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Treasurer

COOPER TIRE & RUBBER COMPANY VIETNAM HOLDING, LLC

By /s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Treasurer

COOPER TIRE HOLDING COMPANY

By

/s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Treasurer

GOODYEAR CANADA INC.

By

/s/ S. Mark Pillow

Name: S. Mark Pillow
Title: President

By

/s/ Frank D. Lamie

Name: Frank D. Lamie
Title: Secretary

[Signature Page to First Amendment to the A&R First Lien Credit Agreement and First Lien Guarantee and Collateral Agreement]

BANK OF AMERICA, N.A., as Joint Lead Arranger, Joint Bookrunner, Syndication Agent, Issuing Bank, and a Lender

By: /s/ Karla M. Ruppert
Name: Karla M. Ruppert
Title: Vice President

Barclays Bank PLC
as Lender and Issuing Bank

By: /s/ Koruthu Mathew
Name: Koruthu Mathew
Title: VP

BNP PARIBAS,
as a Lender and Issuing Bank

By: /s/ Guelay Mese
Name: Guelay Mese
Title: Director

By: /s/ Zachary Kaiser
Name: Zachary Kaiser
Title: Director

CITIBANK, N.A., as Lender and Issuing Bank,

By: /s/ David Smith
Name: David Smith
Title: Vice President & Director

Credit Agricole Corporate and Investment Bank
as a Lender and Issuing Bank

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

By: /s/ Jill Wong
Name: Jill Wong
Title: Director

Deutsche Bank AG New York Branch
as a Lender and Issuing Bank

By: /s/ Jessica Lutrario
Name: Jessica Lutrario
Title: Associate

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Vice President

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as a Lender and Issuing Bank

By: /s/ Jeffrey S. Cox
Name: Jeffrey S. Cox
Title: Vice President

GOLDMAN SACHS BANK USA,
as a Lender and Issuing Bank

By: /s/ Keshia Leday
Name: Keshia Leday
Title: Authorized Signatory

MUFG Union Bank, N.A. as a Lender and Issuing Bank

By: /s/ Thomas Kainamura
Name: Thomas Kainamura
Title: Director

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

PNC Bank, National Association

By: /s/ Keven Larkin
Name: Keven Larkin
Title: Senior Vice President

Sumitomo Mitsui Banking Corporation, as a Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable)

By: /s/ Jun Ashley
Name: Jun Ashley
Title: Director

Wells Fargo Bank, National Association,
as a Lender and Issuing Bank

By: /s/ Peter Schuebler
Name: Peter Schuebler
Title: Vice President | Director

NYCB Specialty Finance Company, LLC
a wholly owned subsidiary of New York Community Bank, as a Lender,

By: /s/ Willard D. Dickerson, Jr.
Name: Willard D. Dickerson, Jr.
Title: Senior Vice President

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

BMO Harris Bank N.A.

/s/ Elisabeth Izzo
Name: Elisabeth Izzo
Title: Vice President

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

Regions Bank

/s/ Bruce Kasper
Name: Bruce Kasper
Title: Managing Director

THE HUNTINGTON NATIONAL BANK, as a Lender

/s/ Roger F. Reeder

Name: Roger F. Reeder
Title: Vice President

CAPITAL ONE, NATIONAL ASSOCIATION, as a Lender:

/s/ David Slattery

Name: Michael O'Hara
Title: Director

Citizens Bank, N.A., as a Lender

/s/ David Slattery

Name: David Slattery
Title: Vice President

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

KeyBank National Association

/s/ Brian O'Keefe

Name: Brian O'Keefe
Title: Vice President

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable): Royal Bank of Canada

/s/ Matthew Lok Kan Cheung

Name: Matthew Lok Kan Cheung
Title: Vice President – Corporate

EXHIBIT 10.3

EXECUTION VERSION

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT
dated as of October 12, 2022, among

THE GOODYEAR TIRE & RUBBER COMPANY
GOODYEAR EUROPE B.V.
GOODYEAR GERMANY GMBH
GOODYEAR OPERATIONS S.A.

The Lenders Party Hereto,

J.P. MORGAN SE,
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

BANK OF AMERICA, N.A.,
BARCLAYS BANK IRELAND PLC,
CITIBANK, N.A.,
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
GOLDMAN SACHS BANK USA
and
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Syndication Agents

BGL BNP PARIBAS,
CITY NATIONAL BANK,
DEUTSCHE BANK AG NEW YORK BRANCH
and
UNICREDIT BANK AG,
as Documentation Agents

JPMORGAN CHASE BANK, N.A.
BANK OF AMERICA, N.A.,
BARCLAYS BANK IRELAND PLC,
BGL BNP PARIBAS,
CITIBANK, N.A.,
CITY NATIONAL BANK,
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
DEUTSCHE BANK AG NEW YORK BRANCH,
GOLDMAN SACHS BANK USA,
UNICREDIT BANK AG
and
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Joint Bookrunners and Joint Lead Arrangers

IMPORTANT NOTE:
EACH PARTY HERETO MUST EXECUTE THIS CREDIT AGREEMENT OUTSIDE THE REPUBLIC OF AUSTRIA AND EACH LENDER MUST BOOK ITS LOAN AND RECEIVE ALL PAYMENTS OUTSIDE THE REPUBLIC OF AUSTRIA. TRANSPORTING OR SENDING THE ORIGINAL OR ANY CERTIFIED COPY OF THIS CREDIT AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR ANY SIGNED REFERENCES THERETO OR ANY NOTICE OR OTHER COMMUNICATION, INCLUDING FAX MESSAGES OR E-MAILS CARRYING AN ELECTRONIC SIGNATURE (WHETHER DIGITALLY, MANUSCRIPT OR OTHERWISE TECHNICALLY REPRODUCED), INTO OR FROM THE REPUBLIC OF AUSTRIA WHICH REFER TO SUCH DOCUMENT OR TO WHICH A COPY OF SUCH DOCUMENT IS ATTACHED MAY RESULT IN THE IMPOSITION OF AN AUSTRIAN STAMP DUTY ON THE CREDIT FACILITY PROVIDED FOR HEREIN, WHICH MAY BE FOR THE ACCOUNT OF THE PARTY WHOSE ACTIONS RESULT IN SUCH IMPOSITION. COMMUNICATIONS REFERENCING SUCH DOCUMENTATION AS OUTLINED ABOVE SHOULD NOT BE ADDRESSED TO RECIPIENTS IN, OR SENT BY PERSONS LOCATED IN, THE REPUBLIC OF AUSTRIA AND PAYMENTS SHOULD NOT BE MADE TO BANK ACCOUNTS IN THE REPUBLIC OF AUSTRIA. SEE ALSO SECTION 9.20.

[CS&M 6702-220]

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SCHEDULES:

EXHIBITS:

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT dated as of October 12, 2022, among THE GOODYEAR TIRE & RUBBER COMPANY; GOODYEAR EUROPE B.V.; GOODYEAR GERMANY GMBH; GOODYEAR OPERATIONS S.A.; the LENDERS party hereto; J.P. MORGAN SE, as Administrative Agent; and JPMORGAN CHASE BANK, N.A., as Collateral Agent.

Goodyear and the Borrowers have requested the Lenders, and the Lenders are willing, to amend and restate the Existing Credit Agreement to continue and modify the revolving credit facilities provided for therein to enable the Borrowers to (a) borrow ABT Loans at any time and from time to time during the ABT Availability Period in an aggregate principal amount not in excess of €620,000,000 at any time outstanding, (b) borrow German Loans at any time and from time to time during the German Availability Period in an aggregate principal amount not in excess of €180,000,000 at any time outstanding, (c) obtain Letters of Credit under the ABT Commitments at any time and from time to time during the ABT Availability Period in an aggregate stated amount not in excess of €75,000,000 at any time outstanding and (d) borrow Swingline Loans under the ABT Commitments at any time and from time to time during the ABT Availability Period in an aggregate principal amount not in excess of €175,000,000. The Lenders are willing to extend such credit to the Borrowers on the terms and subject to the conditions herein set forth. Letters of Credit and the proceeds of the Loans will be used for general corporate purposes of GEBV and the GEBV Subsidiaries.

Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"6.01 Euro Equivalent" means with respect to any monetary amount in a currency other than Euros, at any time of determination thereof, the amount of Euros obtained by converting such foreign currency involved in such computation into Euros at the spot rate for the purchase of Euros with the applicable foreign currency as published in The Wall Street Journal in the "Exchange Rates" column under the heading "Currency Trading" on the date two Business Days prior to such determination.

"ABT Availability Period" means the period from and including the Restatement Effective Date to but excluding the earlier of (a) the Maturity Date and (b) the date of termination of all ABT Commitments.

"ABT Commitment" means, with respect to each ABT Lender, the commitment of such Lender to make ABT Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount representing the maximum permitted aggregate amount of such Lender's ABT Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08, (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04, and (c) increased from time to time in connection with any ABT Commitment Increase. The initial amount of each ABT Lender's ABT Commitment as of the Restatement Effective Date is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its ABT Commitment, as applicable. The initial aggregate amount of the ABT Lenders' ABT Commitments after giving effect to the transactions to be effected on the Restatement Effective Date is €620,000,000.

"ABT Commitment Increase" has the meaning set forth in Section 2.22(a).

"ABT Credit Exposure" means, with respect to any ABT Lender at any time, the sum of (a) the aggregate of the Euro Equivalents of the outstanding principal amounts of such Lender's ABT Loans at such time, (b) such Lender's LC Exposure at such time and (c) such Lender's Swingline Exposure at such time.

"ABT Lender" means a Lender with an ABT Commitment or, if the ABT Commitments have terminated or expired, a Lender with ABT Credit Exposure.

"ABT Loan" means a Loan made pursuant to clause (a) of Section 2.01, including, for the avoidance of doubt, any Incremental Extension of Credit made available to GEBV or GYO and any Incremental Extension of Credit made available to the German Borrower that has not been designated in a written notice to the Administrative Agent from the German Borrower as a German Loan.

"ABT Obligations" means (a) the due and punctual payment of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the ABT Loans and the Swingline Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) all payments required to be made by each Borrower hereunder in respect of any Letter of Credit, when and as due, including payments in respect of reimbursements of LC Disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations of the Credit Parties to any of the Secured Parties (including to the Collateral Agent under Section 9.15) under this Agreement and each of the other Credit Documents, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), save in each case insofar as the same relate to, or to any Guarantee of, the German Loans or any amount payable in respect thereof, (b) the due and punctual performance of all other nonmonetary obligations of the Credit Parties to any of the Secured Parties under this Agreement and the other Credit Documents (other than the performance of obligations in respect of, or under any Guarantee in respect of, the German Loans or any amount payable in respect thereof), (c) the due and punctual payment and performance of all obligations of GEBV or any GEBV Subsidiary that is not organized under the laws of the Federal Republic of Germany under each Swap Agreement that shall at any time have been specified in a written notice to the Administrative Agent from GEBV as being included in the ABT Obligations, if such Swap Agreement (i) shall have been in effect on the Restatement Effective Date with a counterparty that shall have been a Lender or an Affiliate of a Lender immediately prior to the effectiveness of the amendment and restatement hereof as of the Restatement Effective Date or (ii) shall have been entered into after the Restatement Effective Date with any counterparty that shall have been a Lender or an Affiliate of a Lender at the time such Swap Agreement was entered into and (d) the due and punctual payment and performance of all obligations of GEBV or any GEBV Subsidiary that is not organized under the laws of the Federal Republic of Germany arising out of or in connection with cash management or similar services that shall at any time have been designated in a written notice to the Administrative Agent from GEBV as being included in the ABT Obligations and that are provided by a Person that shall have been a Lender or an Affiliate of a Lender at the time of such designation.

"ABT Percentage" means, with respect to any ABT Lender, the percentage of the total ABT Commitments represented by such Lender's ABT Commitment. If the ABT Commitments have been terminated or expired, the ABT Percentages shall be determined based upon the ABT Commitments most recently in effect, after giving effect to any assignments.

"Additional Assets" means:

(a) any property or assets (other than Indebtedness and Capital Stock) to be used by Goodyear or a Restricted Subsidiary;

(b) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by Goodyear or another Restricted Subsidiary; or

(c) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary;

provided, however, that any such Restricted Subsidiary described in clauses (b) or (c) above is primarily engaged in a Permitted Business.

"Additional Lender" has the meaning set forth in Section 2.22(d).

"Adjusted Daily Simple ESTR" means, with respect to any Swingline Loan, an interest rate per annum equal to the greater of (a) 0% per annum and (b) the Daily Simple ESTR.

"Adjusted Daily Simple RFR" means, (a) with respect to any RFR Borrowing denominated in Pounds Sterling, an interest rate per annum equal to the Daily Simple SONIA and (b) with respect to any RFR Borrowing denominated in U.S. Dollars, an interest rate per annum equal to the Adjusted Daily Simple SOFR.

"Adjusted Daily Simple SOFR" means, with respect to any RFR Borrowing denominated in U.S. Dollars, for any day, an interest rate per annum (rounded to the nearest 1/100 of 1% (with .005% being rounded up), if necessary) equal to the Daily Simple SOFR; provided that if such rate as so determined shall be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

"Adjusted EURIBO Rate" means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, an interest rate per annum (rounded to the nearest 1/100 of 1% (with .005% being rounded up), if necessary) equal to the EURIBO Rate for such Interest Period; provided that if such rate as so determined shall be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

"Adjusted Term SOFR" means, (a) with respect to any Term Benchmark Borrowing denominated in U.S. Dollars for any Interest Period other than a one week Interest Period, an interest rate per annum (rounded to the nearest 1/100 of 1% (with .005% being rounded up), if necessary) equal to (i) the Term SOFR for such Interest Period plus (ii) 0.10% and (b) with respect to any Term Benchmark Borrowing denominated in U.S. Dollars for an Interest Period of one week, an interest rate per annum (rounded to the nearest 1/100 of 1% (with .005% being rounded up), if necessary) equal to the Daily Simple SOFR from time to time in effect on each day during such Interest Period; provided that if such rate as so determined (inclusive of the adjustment set forth in clause (a)(ii) as applicable) shall be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

"Administrative Agent" means JPMSE, in its capacity as administrative agent for the Lenders hereunder, and its successors in such capacity.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Affiliate Authorization" means each Affiliate Authorization delivered by any Affiliate of a Lender to the Collateral Agent substantially in the form of Exhibit G hereto.

"Affiliate Transaction" has the meaning set forth in Section 6.05(a).

"Agents" means the Administrative Agent and the Collateral Agent.

"Aggregate ABT Credit Exposure" means the sum of the ABT Credit Exposures of all the ABT Lenders; provided, that for purposes of this definition, in determining the ABT Credit Exposure of any Swingline Lender, the Swingline Exposure of such Swingline Lender shall be deemed to equal its ABT Percentage of all outstanding Swingline Loans.

"Aggregate German Credit Exposure" means the sum of the German Credit Exposures of all the German Lenders.

"Agreed Currencies" means U.S. Dollars, Euros and Pounds Sterling.

"Agreement" means the Existing Credit Agreement as amended, restated and continued on the Restatement Effective Date in the form of this Amended and Restated Revolving Credit Agreement, as the same may be amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), refinanced, restructured or otherwise modified from time to time.

"Agreement Currency" has the meaning set forth in Section 9.16(b).

"Amendment and Restatement Agreement" shall mean the Amendment and Restatement Agreement dated as of the date hereof among Goodyear, the Borrowers, the other Subsidiaries of Goodyear party thereto, the lenders party thereto, the issuing banks party thereto and the Administrative Agent and the Collateral Agent.

"Ancillary Document" has the meaning set forth in Section 9.06(b).

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, as amended from time to time, other anti-bribery or anti-corruption laws and anti-money laundering laws, in each case in effect in jurisdictions in which Goodyear and its Subsidiaries do business.

"Applicable Assets" means (a) with respect to GEBV, all the assets and rights of GEBV listed on Schedule 1.01(a), (b) with respect to any Grantor organized under the laws of the Federal Republic of Germany, all the assets and rights of such Grantor listed on Schedule 1.01(b), (c) with respect to any Grantor organized under the laws of Luxembourg, all the assets and rights of such Grantor listed on Schedule 1.01(c), (d) with respect to any Grantor organized under the laws of the United Kingdom, all the assets and rights of such Grantor listed on Schedule 1.01(d), and (e) with respect to any Grantor organized under the laws of the Republic of France, all the assets and rights of such Grantor listed on Schedule 1.01(e).

"Applicable Creditor" has the meaning set forth in Section 9.16(b).

"Applicable Financial Institution" has the meaning set forth in Section 9.27(c).

"Applicable Rate" means, for any day, with respect to any Revolving Loan or Swingline Loan or any commitment fee, as the case may be, the applicable rate per annum set forth in the table below under the appropriate caption:

Revolving Loans and Swingline Loans	Commitment Fees
1.50%	0.25%

"Applicable Secured Obligations" means (a) with respect to each Grantor organized under the laws of any jurisdiction other than the Federal Republic of Germany, (i) (A) the ABT Obligations and (B) the Guarantees of the ABT Obligations by such Grantor under the Guarantee and Collateral Agreement, and (ii) in addition, in the case of the pledge by any such Grantor of Capital Stock in a Person organized under the laws of the Federal Republic of Germany, (1) the German Obligations and (2) the Guarantees of the German Obligations by such Grantor under the Guarantee and Collateral Agreement, and (b) with respect to each Grantor organized under the laws of the Federal Republic of Germany, (i) the Obligations and (ii) the Guarantees by such Grantor of the Obligations under the Guarantee and Collateral Agreement.

"Approved Fund" means (a) with respect to any Lender, a CLO managed by such Lender or by an Affiliate of such Lender and (b) with respect to any Lender that is a fund which invests in bank loans and similar extensions of credit, any other fund that invests in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"Arrangers" means JPMCB, Bank of America, N.A., Barclays Bank Ireland PLC, BGL BNP Paribas, Citibank, N.A., City National Bank, Credit Agricole Corporate and Investment Bank, Deutsche Bank AG New York Branch, Goldman Sachs Bank USA, UniCredit Bank AG and Wells Fargo Bank, National Association, as Joint Bookrunners and Joint Lead Arrangers for the credit facilities established by this Agreement.

"Asset Disposition" means any sale, lease, transfer or other disposition (or series of sales, leases, transfers or dispositions that are part of a common plan) by Goodyear or any Restricted Subsidiary, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a "disposition"), of:

(a) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than Goodyear or a Restricted Subsidiary);

(b) all or substantially all the assets of any division or line of business of Goodyear or any Restricted Subsidiary; or

(c) any other assets of Goodyear or any Restricted Subsidiary outside of the ordinary course of business of Goodyear or such Restricted Subsidiary;

other than, in the case of clauses (a), (b) and (c) above,

(1) (A) a disposition by a Restricted Subsidiary other than GEBV or any Restricted GEBV Subsidiary to Goodyear or by Goodyear or a Restricted Subsidiary other than GEBV or any Restricted GEBV Subsidiary to a Restricted Subsidiary or (B) a disposition by a Restricted GEBV Subsidiary to GEBV or by GEBV or a Restricted GEBV Subsidiary to a Restricted GEBV Subsidiary;

(2) for purposes of Section 6.04 only, a disposition subject to Section 6.02;

(3) a disposition of assets with a Fair Market Value of less than $20,000,000;

(4) a transfer of accounts receivable and related assets of the type specified in the definition of "Qualified Receivables Transaction" (or a fractional undivided interest therein) to a Receivables Entity; and

(5) a transfer of accounts receivable and related assets of the type specified in the definition of "Qualified Receivables Transaction" (or a fractional undivided interest therein) by a Receivables Entity in a Qualified Receivables Transaction.

Notwithstanding any other provision of this Agreement, each Permitted GEBV Investment pursuant to clause (5), (7) or (8) of the definition thereof in Goodyear, any of its Subsidiaries or any other Person in which Goodyear, directly or indirectly, owns any Capital Stock other than Capital Stock owned by GEBV or any GEBV Subsidiary (but which cannot also be classified as a Permitted GEBV Investment pursuant to clause (1) or (2) of the definition thereof), and that is not excluded from the definition of "Asset Disposition" pursuant to clause (3) above, is an "Asset Disposition" for purposes of clauses (A) and (B) of Section 6.04(c)(2) and the introductory clauses of each of Section 6.04(c) and Section 6.04(c)(2) to the extent it entails the transfer by GEBV or any Restricted GEBV Subsidiary of an asset other than cash, accounts receivable or other financial assets.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit D or any other form approved by the Administrative Agent.

"Attributable Debt" means, with respect to any Sale/Leaseback Transaction that does not result in a Capitalized Lease Obligation, the present value (computed in accordance with GAAP) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended). In the case of any lease which is terminable by the lessee upon payment of a penalty, the Attributable Debt shall be the lesser of (i) the Attributable Debt determined assuming termination upon the first date such lease may be terminated (in which case the Attributable Debt shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) and (ii) the Attributable Debt determined assuming no such termination.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark for any Agreed Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such

date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.13(e).

"Average Life" means, as of the date of determination, with respect to any Indebtedness or Preferred Stock, the quotient obtained by dividing (a) the sum of the products of the number of years from the date of determination to the dates of each successive scheduled principal payment of such Indebtedness or scheduled redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment by (b) the sum of all such payments.

"Bail-In Action" has the meaning set forth in Section 9.27(c).

"Bail-In Legislation" has the meaning set forth in Section 9.27(c).

"Bank Indebtedness" means all obligations under the U.S. Bank Indebtedness and European Bank Indebtedness.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benchmark" means, initially, with respect to any Loan denominated in any Agreed Currency, the Relevant Rate for Loans denominated in such Agreed Currency; provided that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Agreed Currency, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.13(b).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event for any then-current Benchmark, and for any Available Tenor of such then-current Benchmark, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; provided that, in the case of any Loan denominated in any currency other than U.S. Dollars, "Benchmark Replacement" shall mean the alternative set forth in (2) below:

(1) in the case of any Loan denominated in U.S. Dollars, the Adjusted Daily Simple SOFR; and

(2) the sum of: (a) the alternate benchmark rate that has been jointly selected by the Administrative Agent and GEBV as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor (giving effect to any applicable Benchmark Replacement Adjustment), the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been jointly selected by the Administrative Agent and GEBV for the applicable Corresponding Tenor giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of "Business Day", the definition of "RFR Business Day", the definition of "Interest Period", the definition of "U.S. Government Securities Business Day", timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Administrative Agent decides (in consultation with GEBV) in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides (in consultation with GEBV) in its reasonable discretion that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines (in consultation with GEBV) that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides (in consultation with GEBV) in its reasonable discretion is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"Benchmark Replacement Date" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the NYFRB, the CME Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Credit Document in accordance with Section 2.13(b) and (b) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Credit Document in accordance with Section 2.13(b).

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Board of Directors" means the board of directors of Goodyear or any committee thereof duly authorized to act on behalf of the board of directors of Goodyear.

"Borrowers" means GEBV, GYG and GYO.

"Borrowing" means Loans of the same Class and Type made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

"Borrowing Minimum" means (a) in the case of a Borrowing denominated in U.S. Dollars, $5,000,000, (b) in the case of a Borrowing denominated in Pounds Sterling, £5,000,000, (c) in the case of a Borrowing denominated in Euros (other than a Swingline Borrowing), €5,000,000, and (d) in the case of a Swingline Borrowing, €500,000.

"Borrowing Multiple" means (a) in the case of a Borrowing denominated in U.S. Dollars, $1,000,000, (b) in the case of a Borrowing denominated in Pounds Sterling, £1,000,000, (c) in the case of a Borrowing denominated in Euros (other than a Swingline Borrowing), €1,000,000, and (d) in the case of a Swingline Borrowing, €100,000.

"Borrowing Request" means a request by any Borrower for a Borrowing in accordance with Section 2.03 in substantially the form of Exhibit A hereto or for a Swingline Loan in accordance with Section 2.05 in substantially the form of Exhibit H hereto.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks are authorized or required by law to remain closed in (a) London, England, (b) New York City, U.S.A., (c) Frankfurt, Germany, (d) Amsterdam, The Netherlands, (e) Luxembourg, Luxembourg or (f) Brussels, Belgium; provided that, (x) when used in relation to Loans denominated in Euros and in relation to any interest rate settings, fundings, disbursements, settlements or payments of any Loans referencing the Adjusted EURIBO Rate or the Adjusted Daily Simple ESTR, the term "Business Day" shall also exclude any day that is not a Target Operating Day, (y) when used in relation to RFR Loans denominated in U.S. Dollars and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loans denominated in U.S. Dollars, or any other dealings of any such RFR Loans denominated in U.S. Dollars, the term "Business Day" shall also exclude any day that is not a U.S. Government Securities Business Day and (z) when used in relation to Loans referencing the Adjusted Term SOFR and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Adjusted Term SOFR or any other dealings of such Loans referencing the Adjusted Term SOFR, the term "Business Day" shall also exclude any day that is not a U.S. Government Securities Business Day.

"CAM Exchange" means the exchange of the Lenders' interests provided for in Section 7.02.

"CAM Exchange Date" means the date on which any event referred to in paragraph (h) or (i) of Section 7.01 shall occur in respect of any Borrower.

"CAM Percentage" means, with respect to each Lender, a fraction, expressed as a decimal, of which (a) the numerator shall be the aggregate Designated Obligations owed to such Lender (whether or not at the time due and payable) and (b) the denominator shall be the aggregate Designated Obligations owed to all the Lenders (whether or not at the time due and payable).

"Capitalized Lease Obligations" means, subject to Section 1.04, an obligation that is required to be classified and accounted for as a capital lease for financial reporting purposes in accordance with GAAP (or a finance lease upon adoption by Goodyear of *ASU No. 2016-02, Leases (Topic 842)*), and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with GAAP.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests (however designated) in equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record (other than in the case of The Depository Trust Company or any other clearing agency, in its capacity as record holder of any Capital Stock for other Persons that are the beneficial owners of such Capital Stock), by any Person or group (within the meaning of the Exchange Act and the rules of the United States Securities and Exchange Commission thereunder as in effect on the date hereof), of Capital Stock representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of Goodyear, (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of Goodyear by Persons who were neither (i) directors on the Restatement Effective Date or nominated or approved prior to their election by the board of directors of Goodyear nor (ii) appointed by directors so nominated or approved, (c) the failure of Goodyear to own directly or indirectly, beneficially and of record, free and clear of all Liens (other than Permitted Encumbrances), more than 50% of the issued and outstanding Capital Stock of, and to Control, GEBV, or (d) the failure of Goodyear to own directly or indirectly, beneficially and of record, more than 50% of the issued and outstanding Capital Stock of, and to Control, either GYG or GYO.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.14(b), by any lending office of such Lender or by such Lender's or such Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that for purposes of this definition, with respect to all requests, rules, guidelines or directives adopted or issued pursuant to or in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Basel III, the date of this Agreement shall be deemed to be April 10, 2012; provided further, that no act, event or circumstance referred to in clause (a), (b) or (c) of this definition shall be deemed to have occurred prior to the date of this Agreement as a result of the applicable law, rule, regulation, interpretation, application, request, guideline or directive having been adopted, made or issued under the general authority of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Basel III or any other law or multinational supervisory agreement in effect prior to the date hereof.

"Charges" has the meaning set forth in Section 9.13.

"Class" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are ABT Loans, German Loans or Swingline Loans and, when used in reference to any Commitment, refers to whether such Commitment is an ABT Commitment, a German Commitment or a Swingline Commitment.

"CLO" means any entity (whether a corporation, partnership, trust or otherwise) that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course and is administered or managed by a Lender or an Affiliate of such Lender.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (or a successor administrator).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means all the assets and rights that secure any of the Obligations pursuant to the Security Documents.

"Collateral Agent" means JPMCB, in its capacity as collateral agent for the Lenders and the other Secured Parties under the Guarantee and Collateral Agreement and the other Security Documents, and shall include each of its sub-agents hereunder.

"Commitment" means an ABT Commitment or a German Commitment, or any combination thereof (as the context requires).

"Commitment Increase" has the meaning set forth in Section 2.22(a).

"Commitment Increase Lender" has the meaning set forth in Section 2.22(e).

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Consent Assets" has the meaning assigned to such term in the First Lien Guarantee and Collateral Agreement; provided that the term "Grantor" as used in such definition shall mean "Grantor" as defined in this Agreement.

"Consent Subsidiary" means (a) with respect to Goodyear or any U.S. Subsidiary, (i) any Subsidiary listed on Schedule 1.01A and (ii) any Subsidiary not on Schedule 1.01A or formed or acquired after the Restatement Effective Date in respect of which (A) the consent of any Person other than Goodyear or any Wholly Owned Subsidiary of Goodyear is required by applicable law or the terms of any organizational document of such Subsidiary or other agreement of such Subsidiary or any Affiliate of such Subsidiary in order for such Subsidiary to execute the Guarantee and Collateral Agreement as a U.S. Guarantor (as defined under the Guarantee and Collateral Agreement) and perform its obligations thereunder and (B) Goodyear endeavored in good faith to obtain such consents and such consents shall not have been obtained, and (b) with respect to GEBV or a GEBV Subsidiary, any GEBV Subsidiary formed or acquired after the Restatement Effective Date in respect of which (i) the consent of any Person other than Goodyear, GEBV or any Wholly Owned Subsidiary of Goodyear or GEBV is required by applicable law or the terms of any organizational document of such GEBV Subsidiary or other agreement of such GEBV Subsidiary or any Affiliate of such GEBV Subsidiary in order for such GEBV Subsidiary to execute the Guarantee and Collateral Agreement as a Grantor or a European

Guarantor (as defined under the Guarantee and Collateral Agreement) and perform its obligations thereunder, or in order for Capital Stock of such GEBV Subsidiary to be pledged under a Security Document, as the case may be, and (ii) Goodyear and GEBV endeavored in good faith to obtain such consents and such consents shall not have been obtained. Notwithstanding the foregoing, no Subsidiary shall be a Consent Subsidiary at any time that it is a guarantor of, or has provided any collateral to secure, Indebtedness for borrowed money of Goodyear or any Borrower, and any Consent Subsidiary (including a Consent Subsidiary listed on Schedule 1.01A) that at any time ceases to meet the test set forth in clause (a)(ii)(A) or (b)(i), as applicable, shall cease to be a Consent Subsidiary. No Subsidiary shall be a Consent Subsidiary if it is (x) a "Guarantor" or a "Grantor" under the First Lien Guarantee and Collateral Agreement, (y) a "Subsidiary Guarantor" under any Specified Supplemental Indenture or the GEBV Notes Indenture or (z) a Subsidiary of Goodyear or any Borrower that Guarantees any obligations arising under an indenture or any other document governing Material Indebtedness of Goodyear or any Borrower entered into after the date hereof.

"Consolidated Coverage Ratio" as of any date of determination means the ratio of:

(1) the aggregate amount of EBITDA for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which financial statements have been filed with the SEC to

(2) Consolidated Interest Expense for such four fiscal quarters;

provided, however, that:

(A) if Goodyear or any Restricted Subsidiary has Incurred any Indebtedness since the beginning of such period that remains outstanding on such date of determination or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio is an Incurrence of Indebtedness, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving effect on a pro forma basis to such Indebtedness as if such Indebtedness had been Incurred on the first day of such period and the discharge of any other Indebtedness repaid, repurchased, defeased or otherwise discharged with the proceeds of such new Indebtedness as if such discharge had occurred on the first day of such period,

(B) if Goodyear or any Restricted Subsidiary has repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid, repurchased, defeased or otherwise discharged (in each case other than Indebtedness Incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) on the date of the transaction giving rise to the need to calculate the Consolidated Coverage Ratio, EBITDA and Consolidated Interest Expense for such period shall be calculated on a pro forma basis as if such discharge had occurred on the first day of such period and as if Goodyear or such Restricted Subsidiary had not earned the interest income actually earned during such period in respect of cash or Temporary Cash Investments used to repay, repurchase, defease or otherwise discharge such Indebtedness,

(C) if since the beginning of such period Goodyear or any Restricted Subsidiary shall have made any Asset Disposition, the EBITDA for such period shall be reduced by an amount equal to the EBITDA (if positive) directly attributable to the assets that are the subject of such Asset Disposition for such period or increased by an amount equal to the EBITDA (if negative) directly attributable thereto for such period and Consolidated Interest Expense for such period shall be reduced by an amount equal to the Consolidated Interest Expense directly attributable to any Indebtedness of Goodyear or any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to Goodyear and its Restricted Subsidiaries in connection with

such Asset Disposition for such period (or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Interest Expense for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent Goodyear and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such sale),

(D) if since the beginning of such period Goodyear or any Restricted Subsidiary (by merger or otherwise) shall have made an Investment in any Restricted Subsidiary (or any Person that becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit, division or line of a business, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto (including the Incurrence of any Indebtedness) as if such Investment or acquisition occurred on the first day of such period, and

(E) if since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into Goodyear or any Restricted Subsidiary since the beginning of such period shall have made any Asset Disposition or any Investment or acquisition of assets that would have required an adjustment pursuant to clause (C) or (D) above if made by Goodyear or a Restricted Subsidiary during such period, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto as if such Asset Disposition, Investment or acquisition of assets occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to an acquisition of assets, Asset Disposition or other Investment, the amount of income, EBITDA or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness Incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible Financial Officer of Goodyear and shall comply with the requirements of Rule 11-02 of Regulation S-X, as it may be amended or replaced from time to time, promulgated by the SEC.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term as at the date of determination in excess of 12 months). If any Indebtedness is Incurred or repaid under a revolving credit facility and is being given pro forma effect, the interest on such Indebtedness shall be calculated based on the average daily balance of such Indebtedness for the four fiscal quarters subject to the pro forma calculation.

"Consolidated GEBV EBITDA" means, for any period, the Consolidated GEBV Net Income for such period, minus, to the extent included in calculating such Consolidated GEBV Net Income, foreign exchange currency gains for such period, and plus, without duplication, the following, to the extent deducted in calculating such Consolidated GEBV Net Income:

(a) income tax expense of GEBV and the Consolidated Restricted GEBV Subsidiaries;

(b) Consolidated GEBV Interest Expense;

(c) depreciation expense of GEBV and the Consolidated Restricted GEBV Subsidiaries;

(d) amortization expense of GEBV and the Consolidated Restricted GEBV Subsidiaries (excluding amortization expense attributable to a prepaid cash item that was paid in a prior period);

(e) cash restructuring charges for all periods reported on or after the Restatement Effective Date not to exceed €150,000,000;

(f) foreign exchange currency losses for such period; and

(g) all other noncash charges of GEBV and the Consolidated Restricted GEBV Subsidiaries (excluding any such noncash charge to the extent it represents an accrual of or reserve for cash expenditures in any future period) less all noncash items of income of GEBV and the Consolidated Restricted GEBV Subsidiaries, in each case for such period (other than normal accruals in the ordinary course of business).

Notwithstanding the foregoing, the provision for taxes based on the income or profits of, and the depreciation and amortization and noncash charges of, a Restricted GEBV Subsidiary shall be added to Consolidated GEBV Net Income to compute Consolidated GEBV EBITDA only to the extent (and in the same proportion) that the net income of such Restricted GEBV Subsidiary was included in calculating Consolidated GEBV Net Income and only if (A) a corresponding amount would be permitted at the date of determination to be dividended to GEBV by such Restricted GEBV Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted GEBV Subsidiary or its shareholders or (B) in the case of any Foreign Restricted GEBV Subsidiary, a corresponding amount of cash is readily procurable by GEBV from such Foreign Restricted GEBV Subsidiary (as determined in good faith by a Financial Officer of GEBV) pursuant to intercompany loans, repurchases of Capital Stock or otherwise, provided that to the extent cash of such Foreign Restricted GEBV Subsidiary provided the basis for including the net income of such Foreign Restricted GEBV Subsidiary in Consolidated GEBV Net Income pursuant to clause (c) of the definition of "Consolidated GEBV Net Income," such cash shall not be taken into account for the purposes of determining readily procurable cash under this clause (B). Consolidated GEBV EBITDA for any period of four consecutive fiscal quarters will be determined in Euros based upon the Exchange Rate in effect on the last day of the applicable period.

"Consolidated GEBV Interest Expense" means, for any period, the total interest expense of GEBV and the Consolidated Restricted GEBV Subsidiaries, plus, to the extent Incurred by GEBV and the Consolidated Restricted GEBV Subsidiaries in such period but not included in such interest expense, without duplication:

(1) interest expense attributable to Capitalized Lease Obligations and the interest expense attributable to leases constituting part of a Sale/Leaseback Transaction that does not result in a Capitalized Lease Obligation;

(2) amortization of debt discount and debt issuance costs;

(3) capitalized interest;

(4) noncash interest expense;

(5) commissions, discounts and other fees and charges attributable to letters of credit and bankers' acceptance financing,

(6) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) GEBV or any Restricted GEBV

Subsidiary and such Indebtedness is in default under its terms or any payment is actually made in respect of such Guarantee;

(7) net payments made pursuant to Hedging Obligations in respect of interest expense (including amortization of fees);

(8) dividends paid in cash or Disqualified Stock in respect of (A) all Preferred Stock of Restricted GEBV Subsidiaries and (B) all Disqualified Stock of GEBV, in each case held by Persons other than GEBV or a Restricted GEBV Subsidiary;

(9) interest Incurred in connection with investments in discontinued operations; and

(10) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than GEBV) in connection with Indebtedness Incurred by such plan or trust;

and less, to the extent included in such total interest expense, the amortization during such period of capitalized financing costs; provided, however, that for any financing consummated after the Restatement Effective Date, the aggregate amount of amortization relating to any such capitalized financing costs in respect of any such financing that is deducted in calculating Consolidated GEBV Interest Expense shall not exceed 5% of the aggregate amount of such financing.

"Consolidated GEBV Net Income" means, for any period, the net income of GEBV and the Consolidated GEBV Subsidiaries for such period; provided, however, that there shall not be included in such Consolidated GEBV Net Income:

(a) any net income of any Person (other than GEBV) if such Person is not a Restricted GEBV Subsidiary, except that:

(1) subject to the limitations contained in clause (d) below, GEBV's equity in the net income of any such Person for such period shall be included in such Consolidated GEBV Net Income up to the aggregate amount of cash actually distributed by such Person during such period to GEBV or a Restricted GEBV Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution made to a Restricted GEBV Subsidiary, to the limitations contained in clause (c) below);

(2) GEBV's equity in a net loss of any such Person for such period shall be included in determining such Consolidated GEBV Net Income to the extent such loss has been funded with cash from GEBV or a Restricted GEBV Subsidiary;

(b) any net income (or loss) of any Person acquired by GEBV or a GEBV Subsidiary in a pooling of interests transaction for any period prior to the date of such acquisition;

(c) any net income of any Restricted GEBV Subsidiary if such Restricted GEBV Subsidiary is subject to restrictions on the payment of dividends or the making of distributions by such Restricted GEBV Subsidiary, directly or indirectly, to GEBV (but, in the case of any Foreign Restricted GEBV Subsidiary, only to the extent cash equal to such net income (or a portion thereof) for such period is not readily procurable by GEBV from such Foreign Restricted GEBV Subsidiary (with the amount of cash readily procurable from such Foreign Restricted GEBV Subsidiary being determined in good faith by a

Financial Officer of GEBV) pursuant to intercompany loans, repurchases of Capital Stock or otherwise), except that:

(1) subject to the limitations contained in clause (d) below, GEBV's equity in the net income of any such Restricted GEBV Subsidiary for such period shall be included in such Consolidated GEBV Net Income up to the aggregate amount of cash actually distributed by such Restricted GEBV Subsidiary during such period to GEBV or another Restricted GEBV Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution made to another Restricted GEBV Subsidiary, to the limitation contained in this clause); and

(2) the net loss of any such Restricted GEBV Subsidiary for such period shall not be excluded in determining such Consolidated GEBV Net Income;

(d) any gain (or loss) realized upon the sale or other disposition of any asset of GEBV or the Consolidated GEBV Subsidiaries (including pursuant to any Sale/Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any Capital Stock of any Person;

(e) any extraordinary gain or loss; and

(f) the cumulative effect of a change in accounting principles.

"Consolidated Interest Expense" means, for any period, the total interest expense of Goodyear and its Consolidated Restricted Subsidiaries, plus, to the extent Incurred by Goodyear and its Consolidated Restricted Subsidiaries in such period but not included in such interest expense, without duplication:

(1) interest expense attributable to Capitalized Lease Obligations and the interest expense attributable to leases constituting part of a Sale/Leaseback Transaction that does not result in a Capitalized Lease Obligation;

(2) amortization of debt discount and debt issuance costs;

(3) capitalized interest;

(4) noncash interest expense;

(5) commissions, discounts and other fees and charges attributable to letters of credit and bankers' acceptance financing,

(6) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) Goodyear or any Restricted Subsidiary and such Indebtedness is in default under its terms or any payment is actually made in respect of such Guarantee;

(7) net payments made pursuant to Hedging Obligations in respect of interest expense (including amortization of fees);

(8) dividends paid in cash or Disqualified Stock in respect of (A) all Preferred Stock of Restricted Subsidiaries and (B) all Disqualified Stock of Goodyear, in each case held by Persons other than Goodyear or a Restricted Subsidiary;

(9) interest Incurred in connection with investments in discontinued operations; and

(10) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than Goodyear) in connection with Indebtedness Incurred by such plan or trust;

and less, to the extent included in such total interest expense, the amortization during such period of capitalized financing costs; provided, however, that for any financing consummated after the Restatement Effective Date, the aggregate amount of amortization relating to any such capitalized financing costs in respect of any such financing that is deducted in calculating Consolidated Interest Expense shall not exceed 5% of the aggregate amount of such financing.

"Consolidated Net GEBV Indebtedness" means, at any date, (a) the sum for GEBV and its Consolidated Subsidiaries at such date, without duplication, of (i) all Indebtedness (other than obligations in respect of Swap Agreements) that is included on GEBV's consolidated balance sheet, (ii) all Capitalized Lease Obligations, (iii) all synthetic lease financings and (iv) all Qualified Receivables Transactions, minus (b) the Cash Amount, all determined in accordance with GAAP. For purposes of computing Consolidated Net GEBV Indebtedness, (A) the amount of any synthetic lease financing shall equal the amount that would be capitalized in respect of such lease if it were a Capitalized Lease Obligation, (B) Indebtedness owing by GEBV or any of its Consolidated Subsidiaries to Goodyear or any of its Consolidated Subsidiaries shall be disregarded, and (C) the "Cash Amount" shall mean the sum of (i) the aggregate amount of cash and Temporary Cash Investments in excess of $100,000,000 held at such time by GEBV and its Consolidated Subsidiaries, (ii) the aggregate amount of cash and Temporary Cash Investments in excess of $150,000,000 held at such time by Goodyear and its Consolidated Subsidiaries that are U.S. Subsidiaries and (iii) if at such date the requirements of Section 6.09 of the First Lien Agreement do not apply and the conditions to borrowing under the First Lien Agreement are met, the amount equal to the difference between (1) the lesser of (x) the Borrowing Base (as defined in the First Lien Agreement) and (y) the aggregate amount of the Commitments (as defined in the First Lien Agreement) in effect at such time under the First Lien Agreement minus (2) the aggregate amount of the Credit Exposures (as defined in the First Lien Agreement) at such time. For purposes of Section 6.09, Consolidated Net GEBV Indebtedness will be determined in Euros based upon the Exchange Rate in effect on the last day of the applicable period.

"Consolidated Net Income" means, for any period, the net income of Goodyear and its Consolidated Subsidiaries for such period; provided, however, that there shall not be included in such Consolidated Net Income:

(a) any net income of any Person (other than Goodyear) if such Person is not a Restricted Subsidiary, except that:

(1) subject to the limitations contained in clause (d) below, Goodyear's equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to Goodyear or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution made to a Restricted Subsidiary, to the limitations contained in clause (c) below);

(2) Goodyear's equity in a net loss of any such Person for such period shall be included in determining such Consolidated Net Income to the extent such loss has been funded with cash from Goodyear or a Restricted Subsidiary;

(b) any net income (or loss) of any Person acquired by Goodyear or a Subsidiary of Goodyear in a pooling of interests transaction for any period prior to the date of such acquisition;

(c) any net income of any Restricted Subsidiary if such Restricted Subsidiary is subject to restrictions on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to Goodyear (but, in the case of any Foreign Restricted Subsidiary, only to the extent cash equal to such net income (or a portion thereof) for such period is not readily procurable by Goodyear from such Foreign Restricted Subsidiary (with the amount of cash readily procurable from such Foreign Restricted Subsidiary being determined in good faith by a Financial Officer of Goodyear) pursuant to intercompany loans, repurchases of Capital Stock or otherwise), except that:

(1) subject to the limitations contained in clause (d) below, Goodyear's equity in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Restricted Subsidiary during such period to Goodyear or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution made to another Restricted Subsidiary, to the limitation contained in this clause); and

(2) the net loss of any such Restricted Subsidiary for such period shall not be excluded in determining such Consolidated Net Income;

(d) any gain (or loss) realized upon the sale or other disposition of any asset of Goodyear or its Consolidated Subsidiaries (including pursuant to any Sale/Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any Capital Stock of any Person;

(e) any extraordinary gain or loss; and

(f) the cumulative effect of a change in accounting principles.

Notwithstanding the foregoing, for the purpose of Section 6.02 only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of assets from Unrestricted Subsidiaries to Goodyear or a Restricted Subsidiary to the extent such dividends, repayments or transfers increase the amount of Restricted Payments permitted under Section 6.02(a)(3)(iv).

"Consolidated Revenue" means, for any period, the revenues for such period, determined in accordance with GAAP, of Goodyear and the Subsidiaries the accounts of which would be consolidated with those of Goodyear in Goodyear's consolidated financial statements in accordance with GAAP.

"Consolidated Total Assets" means, at any date, the total assets, determined in accordance with GAAP, of Goodyear and the Subsidiaries the accounts of which would be consolidated with those of Goodyear in Goodyear's consolidated financial statements in accordance with GAAP.

"Consolidation" means, in the case of Goodyear, unless the context otherwise requires, the consolidation of (1) in the case of Goodyear, the accounts of each of the Restricted Subsidiaries with those of Goodyear and (2) in the case of a Restricted Subsidiary, the accounts of each Subsidiary of such Restricted

Subsidiary that is a Restricted Subsidiary with those of such Restricted Subsidiary, in each case in accordance with GAAP consistently applied; provided, however, that "Consolidation" will not include consolidation of the accounts of any Unrestricted Subsidiary, but the interest of Goodyear or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an investment. "Consolidation" means, in the case of GEBV, unless the context otherwise requires, the consolidation of (1) in the case of GEBV, the accounts of each of the Restricted GEBV Subsidiaries with those of GEBV and (2) in the case of a Restricted GEBV Subsidiary, the accounts of each Subsidiary of such Restricted GEBV Subsidiary that is a Restricted GEBV Subsidiary with those of such Restricted GEBV Subsidiary, in each case in accordance with GAAP consistently applied; provided, however, that "Consolidation" will not include consolidation of the accounts of any GEBV Subsidiary that is an Unrestricted Subsidiary, but the interest of GEBV or any Restricted GEBV Subsidiary in any such Unrestricted Subsidiary will be accounted for as an investment. The term "Consolidated" has a correlative meaning.

"Continuation Request" means a request by any Borrower to continue a Revolving Borrowing in accordance with Section 2.07 in substantially the form of Exhibit B hereto.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Covered Entity" means any of the following: a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning set forth in Section 9.28.

"CRD IV/CRR" means (a) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as amended, and (b) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended.

"Credit Documents" means this Agreement, the Amendment and Restatement Agreement, any Extension Agreements, the Issuing Bank Agreements, any Incremental Facility Amendment, any letter of credit applications referred to in Section 2.04(a) or (b), any promissory notes delivered pursuant to Section 2.09(e), the Security Documents, the Disclosure Letter and any document designated as such by the Administrative Agent and GEBV, as amended, novated, supplemented, extended or restated from time to time.

"Credit Facilities Agreements" means this Agreement and the First Lien Agreement.

"Credit Parties" means the GEBV Loan Parties, Goodyear and the U.S. Subsidiary Guarantors.

"Currency Agreement" means with respect to any Person any foreign exchange contract, currency swap agreement or other similar agreement or arrangement to which such Person is a party or of which it is a beneficiary.

"Daily Simple ESTR" means, for any day (an "ESTR Interest Day") with respect to any Swingline Loan, an interest rate per annum equal to ESTR for the day that is one RFR Business Day prior to (i) if such ESTR Interest Day is an RFR Business Day, such ESTR Interest Day or (ii) if such ESTR Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such ESTR Interest Day.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), an interest rate per annum equal to SOFR for the day that is three U.S. Government Securities Business Days prior to (a) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (b) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrowers.

"Daily Simple SONIA" means, for any day (a "SONIA Interest Day") with respect to any Loan denominated in Pounds Sterling, an interest rate per annum equal to the greater of (a) SONIA for the day that is five RFR Business Days prior to (i) if such SONIA Interest Day is an RFR Business Day, such SONIA Interest Day or (ii) if such SONIA Interest Day is not an RFR Business Day, the RFR Business Day immediately preceding such SONIA Interest Day and (b) zero.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days (or, in the case of a reimbursement of a Letter of Credit pursuant to Section 2.04(e), three Business Days) of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any DL Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent, Goodyear and the Borrowers in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified Goodyear or any Borrower or any DL Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied), (c) has failed, within three Business Days after request by a DL Party, Goodyear or any Borrower, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such DL Party's, Goodyear's or such Borrower's, as applicable, receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has, or has a Lender Parent that has, become the subject of a Bankruptcy Event or a Bail-In Action.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Designated Noncash Consideration" means noncash consideration received by Goodyear or one of its Restricted Subsidiaries in connection with an Asset Disposition that is designated by Goodyear as Designated Noncash Consideration, less the amount of cash or cash equivalents received in connection with a

subsequent sale of such Designated Noncash Consideration, which cash and cash equivalents shall be considered Net Available Cash received as of such date and shall be applied pursuant to Section 6.04.

"Designated Obligations" means (a) with respect to ABT Loans, the Euro Equivalent of all ABT Obligations of the Credit Parties in respect of (i) the principal of and interest on the ABT Loans and (ii) commitment fees in respect of unused ABT Commitments described in Section 2.11(a), in each case regardless of whether then due and payable, (b) with respect to LC Disbursements and Letters of Credit, the Euro Equivalent of all ABT Obligations of the Credit Parties in respect of (i) the principal of and interest on unreimbursed LC Disbursements and (ii) participation fees in respect of Letters of Credit described in Section 2.11(b), in each case regardless of whether then due and payable, (c) with respect to Swingline Exposures, (i) the ABT Obligations of the Credit Parties to the Swingline Lenders in respect of interest on the Swingline Loans accrued prior to the acquisition of participations in the Swingline Loans pursuant to Section 7.02 and (ii) the participations of the Lenders in the principal of and interest on the Swingline Loans, and (d) with respect to German Loans, the Euro Equivalent of all German Obligations of the Credit Parties in respect of (i) the principal of and interest on the German Loans, and (ii) commitment fees in respect of unused German Commitments described in Section 2.11(a), in each case regardless of whether then due and payable.

"Disclosure Documents" means reports of Goodyear on Forms 10-K, 10-Q and 8-K, and any amendments thereto and documents incorporated by reference therein, that shall have been (i) filed with or furnished to the SEC on or prior to August 5, 2022, or (ii) filed with or furnished to the SEC after such date and prior to the Restatement Effective Date and delivered to the Administrative Agent prior to the date hereof.

"Disclosure Letter" means the letter to the Lenders, JPMCB and J.P. Morgan SE from Goodyear and GEBV, dated the Restatement Effective Date, which identifies itself as the Disclosure Letter.

"Disqualified Stock" means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable) or upon the happening of any event:

(a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(b) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock convertible or exchangeable solely at the option of Goodyear or a Restricted Subsidiary; provided, however, that any such conversion or exchange shall be deemed an Incurrence of Indebtedness or Disqualified Stock, as applicable); or

(c) is redeemable at the option of the holder thereof, in whole or in part;

in the case of each of clauses (a), (b) and (c), on or prior to 180 days after the Maturity Date; provided, however, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the date that is 180 days after the Maturity Date shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are not more favorable in any material respect to the holders of such Capital Stock than the provisions of Section 4.06 and Section 4.08 of (i) the Fifth Supplemental Indenture or (ii) the Seventh Supplemental Indenture; provided further, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of Goodyear or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by Goodyear in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, retirement, death or disability.

The amount of any Disqualified Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were redeemed, repaid or repurchased on any date on which the amount of such Disqualified Stock is to be determined pursuant to this Agreement; provided, however, that if such Disqualified Stock could not be required to be redeemed, repaid or repurchased at the time of such determination, the redemption, repayment or repurchase price will be the book value of such Disqualified Stock as reflected in the most recent financial statements of such Person.

"DL Party" means the Administrative Agent, any Issuing Bank, any Swingline Lender or any other Lender.

"EBITDA" means, for any period, the Consolidated Net Income for such period, plus, without duplication, the following, to the extent deducted in calculating such Consolidated Net Income:

(a) income tax expense of Goodyear and its Consolidated Restricted Subsidiaries;

(b) Consolidated Interest Expense;

(c) depreciation expense of Goodyear and its Consolidated Restricted Subsidiaries;

(d) amortization expense of Goodyear and its Consolidated Restricted Subsidiaries (excluding amortization expense attributable to a prepaid cash item that was paid in a prior period); and

(e) all other noncash charges of Goodyear and its Consolidated Restricted Subsidiaries (excluding any such noncash charge to the extent it represents an accrual of or reserve for cash expenditures in any future period) less all noncash items of income of Goodyear and its Restricted Subsidiaries in each case for such period (other than normal accruals in the ordinary course of business).

Notwithstanding the foregoing, the provision for taxes based on the income or profits of, and the depreciation and amortization and noncash charges of, a Restricted Subsidiary of Goodyear shall be added to Consolidated Net Income to compute EBITDA only to the extent (and in the same proportion) that the net income of such Restricted Subsidiary was included in calculating Consolidated Net Income and only if (A) a corresponding amount would be permitted at the date of determination to be dividended to Goodyear by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted Subsidiary or its shareholders or (B) in the case of any Foreign Restricted Subsidiary, a corresponding amount of cash is readily procurable by Goodyear from such Foreign Restricted Subsidiary (as determined in good faith by a Financial Officer of Goodyear) pursuant to intercompany loans, repurchases of Capital Stock or otherwise; provided that to the extent cash of such Foreign Restricted Subsidiary provided the basis for including the net income of such Foreign Subsidiary in Consolidated Net Income pursuant to clause (c) of the definition of "Consolidated Net Income," such cash shall not be taken into account for the purposes of determining readily procurable cash under this clause (B).

"EEA Member Country" has the meaning set forth in Section 9.27(c).

"Eighth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Eighth Supplemental Indenture dated as of April 6, 2021, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Electronic Signature" means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eleventh Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Eleventh Supplemental Indenture dated as of May 18, 2021, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, the preservation or reclamation of natural resources, the presence, management or release of, or exposure to, any Hazardous Materials or to health and safety matters.

"Environmental Liability" means all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages and remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with Goodyear or any Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to any Plan (other than an event for which the 30 day notice period is waived or an event described in Section 4043.33 of Title 29 of the Code of Federal Regulations); (b) any failure by any Plan to satisfy the minimum funding standards (as defined in Section 412 of the Code or Section 302 of ERISA) applicable to such Plan as to which a waiver has not been obtained; (c) the incurrence by Goodyear, a Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan; (d) the treatment of a Plan amendment as a termination under Section 4041 of ERISA; (e) any event or condition, other than the Transactions, that would be materially likely to result in the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan under Section 4042 of ERISA; (f) the receipt by Goodyear, a Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice of an intention to terminate any Plan or to appoint a trustee to administer any Plan; (g) the incurrence by Goodyear, any Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (h) the receipt by Goodyear, any Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from Goodyear, any Subsidiary or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent within the meaning of Title IV of ERISA or in critical status within the meaning of Section 305 of ERISA.

"ESTR" means, with respect to any day, a rate per annum equal to the Euro Short Term Rate for such day (or for any day that is not a Business Day, for the immediately preceding Business Day) published by the ESTR Administrator on the ESTR Administrator's Website.

"ESTR Administrator" means the European Central Bank (or any successor administrator of the Euro Short Term Rate).

"ESTR Administrator's Website" means the European Central Bank's website, currently at http://www.ecb.europa.eu, or any successor source for the Euro Short Term Rate identified as such by the ESTR Administrator from time to time.

"ESTR Interest Day" has the meaning set forth in the definition of "Daily Simple ESTR".

"EU Bail-In Legislation Schedule" has the meaning set forth in Section 9.27(c).

"EURIBO Interpolated Screen Rate" means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, the rate per annum that results from interpolating on a linear basis between: (a) the EURIBO Screen Rate for the longest maturity (for which the EURIBO Screen Rate is available for Euros) that is shorter than such Interest Period; and (b) the EURIBO Screen Rate for the shortest maturity (for which the EURIBO Screen Rate is available for Euros) that is longer than such Interest Period, in each case as of 11:00 a.m., Brussels time, two Target Operating Days prior to the commencement of such Interest Period.

"EURIBO Rate" means, with respect to any Term Benchmark Borrowing denominated in Euros for any Interest Period, the EURIBO Screen Rate as of 11:00 a.m., Brussels time, two Target Operating Days prior to the commencement of such Interest Period.

"EURIBO Screen Rate" means a rate per annum equal to the euro interbank offered rate administered by the European Money Markets Institute (or any other Person that takes over the administration of such rate) for the applicable period, as displayed on the Reuters screen page that displays such rate (currently EURIBOR01) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent (after consultation with GEBV) from time to time in its reasonable discretion); provided that if the EURIBO Screen Rate, determined as provided above, would be less than zero, then the EURIBO Screen Rate shall be deemed to be zero for all purposes hereof. If no EURIBO Screen Rate shall be available for a particular Interest Period with respect to Euros but EURIBO Screen Rates with respect to Euros shall be available for maturities both longer and shorter than such Interest Period, then the EURIBO Screen Rate for such Interest Period shall be the EURIBO Interpolated Screen Rate.

"Euro" or "€" means the lawful currency of the member states of the European Union that have adopted a single currency in accordance with applicable law or treaty.

"Euro Equivalent" means, on any date of determination, (a) with respect to any amount in Euros, such amount, and (b) with respect to any amount in U.S. Dollars or Pounds Sterling, the equivalent in Euros of such amount, determined by the Administrative Agent using the Exchange Rate or the LC Exchange Rate, as applicable, with respect to U.S. Dollars or Pounds Sterling, as the case may be, in effect for such amount on such date. The Euro Equivalent at any time of the amount of any Letter of Credit, LC Disbursement or Loan denominated in U.S. Dollars or Pounds Sterling shall be the amount most recently determined as provided in Section 1.05.

"European Bank Indebtedness" means any and all amounts payable under or in respect of this Agreement and any Refinancing Indebtedness with respect thereto or with respect to such Refinancing Indebtedness, as amended from time to time, including principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to Goodyear, whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations and all other amounts payable thereunder or in respect thereof.

"Event of Default" has the meaning assigned to such term in Section 7.01.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Exchange Rate" means, on any day, with respect to U.S. Dollars, Pounds Sterling or any other currency in relation to Euros, the rate at which such currency may be exchanged into Euros, as set forth at approximately 12:00 noon, London time, on such day on the Reuters World Currency Page for U.S. Dollars, Pounds Sterling or such other currency, as applicable. In the event that any such rate does not appear on the applicable Reuters World Currency Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and GEBV or, in the absence of such agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent, at or about 11:00 a.m., London time, on such date for the purchase of Euros for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with GEBV, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Subsidiary" means (i) any Subsidiary with only nominal assets and no operations and (ii) any Subsidiary that is a Receivables Entity. No Subsidiary shall be an Excluded Subsidiary if it is (a) a "Guarantor" or a "Grantor" under the First Lien Guarantee and Collateral Agreement, (b) a "Subsidiary Guarantor" under any Specified Supplemental Indenture or the GEBV Notes Indenture or (c) a Subsidiary of Goodyear or any Borrower that Guarantees any obligations arising under an indenture or any other document governing Material Indebtedness of Goodyear or any Borrower entered into after the date hereof.

"Excluded Swap Obligation" means, with respect to any Credit Party, any Swap Obligation if, and to the extent that, the Guarantee by such Credit Party of, or the grant by such Credit Party of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Credit Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the Guarantee of such Credit Party, or the grant by such Credit Party of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal in accordance with the first sentence of this definition.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any Borrower hereunder, (a) income or franchise Taxes imposed on (or measured by) its net income by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits Taxes or any similar Tax imposed by any jurisdiction described in clause (a) above, (c) (i) any withholding Tax that is imposed by the

United States on amounts payable to a Foreign Lender (other than an assignee pursuant to Section 7.02 or an assignee pursuant to a request by GEBV under Section 2.18(b)) at the time such Foreign Lender first becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from such Borrower with respect to such withholding Tax pursuant to Section 2.16(a) or (ii) any withholding Tax that is imposed by the United States or any jurisdiction in which a Borrower is located on amounts payable to a Lender that is attributable to such Lender's failure to comply with Sections 2.16(f) and (g), and (d) any U.S. Federal withholding Taxes imposed under FATCA.

"Existing Credit Agreement" means the Amended and Restated Revolving Credit Agreement dated as of March 27, 2019, as amended as of December 7, 2021, among Goodyear, GEBV, GYG, GYO, the lenders party thereto, J.P. Morgan SE (formerly known as J.P. Morgan AG), as administrative agent for the Lenders, and JPMorgan Chase Bank, N.A., as collateral agent for the Lenders, as in effect immediately prior to the effectiveness of Transactions to occur on the Restatement Effective Date and prior to its amendment and restatement in the form hereof.

"Existing Letters of Credit" means each letter of credit outstanding as of the Restatement Effective Date, each of which is set forth in the Disclosure Letter.

"Existing Revolving Borrowings" has the meaning set forth in Section 2.22(e).

"Extending Lender" has the meaning set forth in Section 2.21(a).

"Extension Agreement" means an extension agreement, in form and substance reasonably satisfactory to the Administrative Agent, among Goodyear, the Borrowers, the Administrative Agent and one or more Extending Lenders, effecting an Extension Permitted Amendment and such other amendments hereto and to the other Credit Documents as are contemplated by Section 2.21.

"Extension Permitted Amendment" means an amendment to this Agreement and the other Credit Documents, effected in connection with an Extension Request pursuant to Section 2.21, providing for an extension of the Maturity Date of the Extending Lenders' applicable Loans and/or Commitments (such Loans or Commitments being referred to as the "Extended Loans" or "Extended Commitments", as applicable) and, in connection therewith, (a) an increase or decrease in the rate of interest accruing on such Extended Loans, (b) an increase or decrease in the fees payable to, or the inclusion of new fees to be payable to, the Extending Lenders in respect of such Extension Request or their Extended Loans or Extended Commitments and/or (c) an addition, removal or modification of any affirmative or negative covenants of the Credit Parties under, or other provisions of, the Credit Documents; provided that any such addition, removal or modification shall only apply during the period commencing on the latest Maturity Date in effect immediately prior to such Extension Permitted Amendment, other than any added covenants that are to be effective prior to such time which added covenants shall equally benefit the Extending Lenders and all other Lenders.

"Extension Request" has the meaning set forth in Section 2.21(a).

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as such price is, unless specified otherwise in this Agreement, determined in good faith by a Financial Officer of Goodyear or by the Board of Directors.

"FATCA" means Sections 1471 through 1474 of the Code, as in effect on the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreements with respect thereto.

"FCA" has the meaning set forth in Section 1.07.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate; provided that if such rate shall be less than zero, such rate shall be deemed to be zero for all purposes of this Agreement.

"Fifth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Fifth Supplemental Indenture dated as of May 13, 2016, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or any assistant treasurer of Goodyear, or any senior vice president or higher ranking executive to whom any of the foregoing report. "Financial Officer" of GEBV has a correlative meaning for those positions performing these functional responsibilities for Goodyear's European business.

"First Lien Agreement" means the Amended and Restated First Lien Credit Agreement dated as of June 7, 2021, as amended by the First Amendment thereto dated as of September 15, 2022, among Goodyear, certain lenders, certain issuing banks, and JPMCB, as administrative agent and collateral agent, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), refinanced, restructured or otherwise modified from time to time (except to the extent any such amendment, restatement, supplement, waiver, replacement, refinancing, restructuring or other modification thereto would be prohibited by the terms of this Agreement, unless otherwise agreed to by the Majority Lenders).

"First Lien Guarantee and Collateral Agreement" means the First Lien Guarantee and Collateral Agreement among Goodyear, the subsidiary guarantors thereunder, the grantors thereunder, certain other Subsidiaries and JPMCB, as collateral agent, dated as of April 8, 2005, as amended and restated as of April 7, 2016, as further amended and restated as of April 9, 2020, as further amended and restated as of June 7, 2021, as further amended as of September 15, 2022 and as thereafter from time to time further amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein).

"Fitch" means Fitch Ratings, Inc., and any successor thereto.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Relevant Rate.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than the United States or any political subdivision thereof.

"Foreign Restricted GEBV Subsidiary" means any Restricted GEBV Subsidiary that is not organized under the law of The Netherlands.

"Foreign Restricted Subsidiary" means any Restricted Subsidiary that is not organized under the laws of the United States or any State thereof or the District of Columbia, other than Goodyear Canada.

"Foreign Subsidiary" means any Subsidiary organized under the laws of a jurisdiction other than the United States or any of its territories or possessions or any political subdivision thereof.

"GAAP" means generally accepted accounting principles in the United States or, when reference is made to financial statements of a Person organized under the laws of a jurisdiction outside of the United States, generally accepted accounting principles in such jurisdiction, except that all determinations made under Section 6.09 shall be made in accordance with generally accepted accounting principles in the United States.

"GEBV" means Goodyear Europe B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its office address at Ledeboerstraat 21, 5048AC Tilburg, the Netherlands and registered with the Dutch commercial register under number 33225215.

"GEBV Equity Proceeds" means Net Cash Proceeds from issuances or sales of Capital Stock (other than to directors, officers or employees of GEBV or any GEBV Subsidiary in connection with compensation or incentive arrangements) of GEBV after the Restatement Effective Date.

"GEBV Loan Parties" means GEBV and the Subsidiary Guarantors.

"GEBV Notes" means up to €400,000,000 aggregate principal amount of senior unsecured notes of GEBV issued on September 28, 2021, under the GEBV Notes Indenture.

"GEBV Notes Indenture" means the Indenture dated as of September 28, 2021, among Goodyear, GEBV, certain Subsidiaries, Deutsche Trustee Company Limited, as trustee, Deutsche Bank AG, London Branch, as principal paying agent and transfer agent, and Deutsche Bank Luxembourg S.A., as registrar and transfer agent.

"GEBV Subsidiary" means any subsidiary of GEBV.

"German Availability Period" means the period from and including the Restatement Effective Date to but excluding the earlier of (a) the Maturity Date and (b) the date of termination of all German Commitments.

"German Borrower" means GYG.

"German Commitment" means, with respect to each German Lender, the commitment of such Lender to make German Loans hereunder, expressed as an amount representing the maximum permitted aggregate amount of such Lender's German Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08, (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04 and (c) increased from time to time in connection with any German Commitment Increase. The initial amount of each German Lender's German Commitment as of the Restatement Effective Date is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its German Commitment, as applicable. The initial aggregate amount

of the German Lenders' German Commitments after giving effect to the transactions to be effected on the Restatement Effective Date is €180,000,000.

"German Commitment Increase" has the meaning set forth in Section 2.22(a).

"German Credit Exposure" means, with respect to any German Lender at any time, the sum of the Euro Equivalents of the outstanding principal amounts of such Lender's German Loans at such time.

"German Lender" means a Lender with a German Commitment or, if the German Commitments have terminated or expired, a Lender with German Credit Exposure.

"German Loan" means a Loan made pursuant to clause (b) of Section 2.01, including, for the avoidance of doubt, any Incremental Extension of Credit made available to the German Borrower that has been designated in a written notice to the Administrative Agent from the German Borrower as a German Loan.

"German Obligations" means (a) the due and punctual payment of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the German Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations of the Credit Parties to any of the Secured Parties (including the Collateral Agent under Section 9.15) under this Agreement and each of the other Credit Documents, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), save in each case insofar as the same relate to, or to any Guarantee of, the ABT Loans or any amount payable in respect thereof, (b) the due and punctual performance of all other nonmonetary obligations of the Credit Parties to any of the Secured Parties under this Agreement and the other Credit Documents (other than the performance of obligations in respect of, or under any Guarantee in respect of, the ABT Loans or any amount payable in respect thereof), (c) the due and punctual payment and performance of all obligations of any GEBV Subsidiary organized under the laws of the Federal Republic of Germany under each Swap Agreement that shall at any time have been specified in a written notice to the Administrative Agent from GEBV as being included in the German Obligations if such Swap Agreement (i) shall have been in effect on the Restatement Effective Date with a counterparty that shall have been a Lender or an Affiliate of a Lender immediately prior to the effectiveness of the amendment and restatement hereof as of the Restatement Effective Date or (ii) shall have been entered into after the Restatement Effective Date with any counterparty that shall have been a Lender or an Affiliate of a Lender at the time such Swap Agreement was entered into and (d) the due and punctual payment and performance of all obligations of any GEBV Subsidiary organized under the laws of the Federal Republic of Germany arising out of or in connection with cash management or similar services that shall at any time have been designated in a written notice to the Administrative Agent from GEBV as being included in the German Obligations and that are provided by a Person that shall have been a Lender or an Affiliate of a Lender at the time of such designation; provided that any amount or obligation that is an ABT Obligation shall not be a German Obligation.

"German Percentage" means, with respect to any German Lender, the percentage of the total German Commitments represented by such Lender's German Commitment. If the German Commitments have been terminated or expired, the German Percentages shall be determined based upon the German Commitments most recently in effect, after giving effect to any assignments.

"GmbH" has the meaning set forth in Section 5.08(c).

"Goodyear" means The Goodyear Tire & Rubber Company, an Ohio corporation.

"Goodyear Canada" means Goodyear Canada Inc., an Ontario corporation, and its successors and permitted assigns.

"Goodyear Slovenija" means Goodyear Slovenija, proizvodnja pnevmatik, d.o.o., a corporation organized under the laws of the Republic of Slovenia.

"Governmental Authority" means the government of the United States, any other nation or any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Grantors" means GEBV and each GEBV Subsidiary that is, or is required pursuant to Section 5.08 to become, a Grantor (as defined in the Guarantee and Collateral Agreement).

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, however, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning. The term "Guarantor" means any Person Guaranteeing any obligation.

"Guarantee and Collateral Agreement" means the Master Guarantee and Collateral Agreement, dated as of March 31, 2003, as amended and restated as of February 20, 2004, as further amended and restated as of April 8, 2005, as amended as of April 20, 2007, as amended as of April 20, 2011, as amended as of May 12, 2015, as amended as of March 27, 2019 and as amended as of the Restatement Effective Date, among Goodyear, GEBV, the Subsidiaries of Goodyear identified as grantors and guarantors therein and the Collateral Agent, as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein).

"GYG" means Goodyear Germany GmbH (formerly known as Goodyear Dunlop Tires Germany GmbH), a limited liability company (*Gesellschaft mit beschränketer Haftung*) organized under the laws of the Federal Republic of Germany, having its corporate seat in Hanau, Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Hanau, Germany, under registration number HRB 7163.

"GYO" means Goodyear Operations S.A. (formerly known as Goodyear Dunlop Tires Operations S.A.), a public limited liability company (*société anonyme*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at Avenue Gordon Smith, L-7750 Colmar-Berg,

Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (R.C.S. Luxembourg) under number B71219.

"Hazardous Materials" means (a) petroleum products and byproducts, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, radon gas, chlorofluorocarbons and all other ozone-depleting substances; and (b) any pollutant or contaminant or any hazardous, toxic, radioactive or otherwise regulated chemical, material, substance or waste that is prohibited, limited or regulated pursuant to any applicable Environmental Law.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or raw materials hedge agreement.

"Incremental Extensions of Credit" has the meaning set forth in Section 2.22(a).

"Incremental Facility Amendment" has the meaning set forth in Section 2.22(d).

"Incur" means issue, assume, Guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning. The accretion of principal of a non-interest bearing or other discount security shall not be deemed the Incurrence of Indebtedness.

"Indebtedness" means, with respect to any Person on any date of determination, without duplication:

(1) the principal of and premium (if any) in respect of indebtedness of such Person for borrowed money;

(2) the principal of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all obligations of such Person for the reimbursement of any obligor on any letter of credit, bank guarantee, bankers' acceptance or similar credit transaction (other than obligations with respect to letters of credit, bank guarantees, Trade Acceptances or similar credit transactions securing obligations (other than obligations described in clauses (1), (2) and (5)) entered into in the ordinary course of business of such Person to the extent such letters of credit, bank guarantees, Trade Acceptances or similar credit transactions are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following payment on the letter of credit, bank guarantee, Trade Acceptance or similar credit transaction);

(4) all obligations of such Person to pay the deferred and unpaid purchase price of property or services (except Trade Payables), which purchase price is due more than six months after the date of placing such property in service or taking delivery and title thereto or the completion of such services;

(5) all Capitalized Lease Obligations and all Attributable Debt of such Person;

(6) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary of such Person, any Preferred Stock (but excluding, in each case, any accrued and unpaid dividends);

(7) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided, however, that the amount of Indebtedness of such Person shall be the lesser of:

(A) the Fair Market Value of such asset at such date of determination and

(B) the amount of such Indebtedness of such other Persons;

(8) Hedging Obligations of such Person; and

(9) all obligations of the type referred to in clauses (1) through (8) of other Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any Guarantee.

Notwithstanding the foregoing, in connection with the purchase by Goodyear or any Restricted Subsidiary of any business, the term "Indebtedness" shall exclude post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above; provided, however, that in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnitee" has the meaning set forth in Section 9.03.

"Information" has the meaning set forth in Section 9.12.

"Intellectual Property" has the meaning set forth in the Guarantee and Collateral Agreement.

"Intercompany Items" means obligations owed by Goodyear or any Subsidiary to Goodyear or any other Subsidiary.

"Interest Payment Date" means (a) with respect to any Term Benchmark Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, (b) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the date of the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month) and (c) with respect to any Swingline Loan, the day that such Loan is required to be repaid.

"Interest Period" means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter or ending on the same day of the week that is one week thereafter (and, in the case of a Term Benchmark Borrowing denominated in Euros, with the consent of each applicable Lender, three weeks thereafter), as any Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period (other than a one week Interest Period and a three week Interest Period) that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from (and that has not been subsequently reinstated to) this definition pursuant to Section 2.13(e) shall be available for specification in such Borrowing Request or Continuation Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interest Rate Agreement" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement to which such Person is a party or of which it is a beneficiary.

"Investment" in any Person means any direct or indirect advance, loan or other extension of credit (including by way of Guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such Person. For purposes of the definition of "Unrestricted Subsidiary" and Section 6.02:

(1) "Investment" shall include the portion (proportionate to Goodyear's equity interest in such Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of Goodyear at the time that such Subsidiary is designated an Unrestricted Subsidiary; provided, however, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, Goodyear shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to:

(A) Goodyear's "Investment" in such Subsidiary at the time of such redesignation less

(B) the portion (proportionate to Goodyear's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer.

In the event that Goodyear sells Capital Stock of a Restricted Subsidiary such that after giving effect to such sale, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary, any Investment in such Person remaining after giving effect to such sale shall be deemed to constitute an Investment made on the date of such sale of Capital Stock.

"Issuing Bank" shall mean each of JPMCB, Bank of America, N.A., Barclays Bank Ireland PLC, BGL BNP Paribas, Citibank, N.A., Credit Agricole Corporate and Investment Bank and Deutsche Bank AG New York Branch, and each other financial institution that has entered into an Issuing Bank Agreement, each in

its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.04(i). Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates or branches of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate or branch with respect to Letters of Credit issued by such Affiliate or branch.

"Issuing Bank Agreements" means (a) the issuing bank agreements entered into by Issuing Banks in connection with the occurrence of the Restatement Effective Date (each of which shall replace the applicable issuing bank agreement, if any, in effect prior to the Restatement Effective Date), and (b) each other agreement in form reasonably satisfactory to GEBV, the Administrative Agent and a financial institution pursuant to which such financial institution agrees to act as an Issuing Bank hereunder.

"JPMCB" means JPMorgan Chase Bank, N.A., and its successors.

"JPMSE" means J.P. Morgan SE, and its successors.

"Judgment Currency" has the meaning set forth in Section 9.16(b).

"KG" has the meaning set forth in Section 5.08(c).

"LC Commitment" means, as to any Issuing Bank, the maximum permitted amount of the LC Exposure that may be attributable to Letters of Credit issued by such Issuing Bank, as set forth in such Issuing Bank's Issuing Bank Agreement.

"LC Disbursement" shall mean a payment made by an Issuing Bank in respect of a Letter of Credit. The amount of any LC Disbursement made by an Issuing Bank in U.S. Dollars or Pounds Sterling and not reimbursed by the applicable Borrower shall be determined as set forth in paragraph (l) of Section 2.04.

"LC Exchange Rate" means, on any day, with respect to Euros in relation to U.S. Dollars or Pounds Sterling, the rate at which Euros may be exchanged into such currency, as set forth at approximately 12:00 noon, New York City time, on such day on the applicable Reuters World Currency Page. In the event that any such rate does not appear on the applicable Reuters World Currency Page, the LC Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and GEBV or, in the absence of such agreement, such LC Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent, at or about 11:00 a.m., London time, on such date for the purchase of U.S. Dollars or Pounds Sterling, as the case may be, with Euros for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with GEBV, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"LC Exposure" means, at any time, the sum of (a) the aggregate of the Euro Equivalents of the undrawn amounts of all outstanding Letters of Credit and (b) the aggregate of the Euro Equivalents of the amounts of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrowers at such time. The LC Exposure of any ABT Lender at any time shall be such Lender's ABT Percentage of the aggregate LC Exposure.

"LC Participation Calculation Date" means, with respect to any LC Disbursement made in a currency other than Euros, (a) the date on which the Issuing Bank shall advise the Administrative Agent that it purchased with Euros the currency used to make such LC Disbursement, or (b) if the Issuing Bank shall not

advise the Administrative Agent that it made such a purchase, the date on which such LC Disbursement is made.

"Lender Parent" means, with respect to any Lender, any Person of which such Lender is a direct or indirect subsidiary.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lender" includes each Swingline Lender.

"Letter of Credit" shall mean each Existing Letter of Credit and any letter of credit issued pursuant to this Agreement.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, French delegation of claims, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Lien Subordination and Intercreditor Agreement" means the Lien Subordination and Intercreditor Agreement dated as of April 19, 2012, as amended, among (a) the collateral agent under the First Lien Agreement, (b) the collateral agent under the now-terminated Second Lien Credit Agreement (as such term is defined therein), (c) the Designated Senior Obligations Collateral Agents and Designated Junior Obligations Collateral Agents (as such terms are defined therein) from time to time party thereto and (d) Goodyear and the Subsidiaries of Goodyear party thereto or any substitute or successor agreement among such parties containing substantially the same terms, with any changes approved by the Administrative Agent.

"Loans" means (a) the loans made by the Lenders to any Borrower pursuant to this Agreement and (b) Swingline Loans.

"Majority Lenders" means, at any time, Lenders having aggregate Revolving Credit Exposures and unused Commitments representing at least a majority of the sum of the total Revolving Credit Exposures and unused Commitments at such time; provided, that for purposes of this definition, (a) in determining the ABT Credit Exposure of any Swingline Lender, the Swingline Exposure of such Lender shall be deemed to equal its ABT Percentage of all outstanding Swingline Loans, and (b) the unused ABT Commitment of any such Lender shall be determined in a manner consistent with the preceding clause (a).

"Master Assignment Agreement" means the Master Assignment and Acceptance dated as of the Restatement Effective Date among Goodyear, the Borrowers, the lenders party thereto, the issuing banks party thereto, the Administrative Agent and JPMCB.

"Material Adverse Change" means a material adverse change in or effect on (a) the business, operations, properties, assets or financial condition (including as a result of the effects of any contingent liabilities thereon) of Goodyear and the Subsidiaries, taken as a whole, (b) the ability of the Credit Parties, taken as a whole, to perform obligations under this Agreement and the other Credit Documents that are material to the rights or interests of the Lenders or (c) the rights of or benefits available to the Lenders or the Issuing Banks under this Agreement and the other Credit Documents that are material to the interests of the Lenders or the Issuing Banks.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of Goodyear and the Subsidiaries in an aggregate principal amount exceeding $100,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of Goodyear or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Goodyear or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time, calculated in accordance with the terms of such Swap Agreement.

"Material Subsidiary" means, at any time, each Subsidiary other than Subsidiaries that do not represent more than 5% for any such individual Subsidiary, or more than 10% in the aggregate for all such Subsidiaries, of either (a) Consolidated Total Assets or (b) Consolidated Revenue for the period of four fiscal quarters most recently ended.

"Maturity Date" means January 14, 2028, or as to any Commitments or Loans that are subject to an extension pursuant to Section 2.21, any later date to which the Maturity Date in respect thereof shall have been extended pursuant to an Extension Agreement.

"Maximum Rate" has the meaning set forth in Section 9.13.

"MNPI" means material information concerning Goodyear and its Subsidiaries and their respective securities that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD under the Securities Act and the Exchange Act to the extent applicable.

"Moody's" means Moody's Investors Service, Inc., and any successor thereto.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"NAIC" means the National Association of Insurance Commissioners.

"Net Available Cash" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and proceeds from the sale or other disposition of any securities received as consideration, in each case only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other noncash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP, as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition; and

(4) appropriate amounts to be provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the property or other assets disposed of in such Asset Disposition and retained by Goodyear or any Restricted Subsidiary after such Asset Disposition (but only for so long as such reserve is maintained).

"Net Cash Proceeds" means, with respect to any issuance or sale of Capital Stock, the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Net Intercompany Items" means, in the case of any Subsidiary, (a) the aggregate amount of the Intercompany Items owed by Goodyear or any other Subsidiary to such Subsidiary minus (b) the aggregate amount of the Intercompany Items owed by such Subsidiary to Goodyear or any other Subsidiary.

"Ninth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Ninth Supplemental Indenture dated as of April 6, 2021, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Non-Public Lender" means any entity which does not belong to the "public" within the meaning of CRD IV/CRR.

"Notarized Credit Documents" has the meaning set forth in Section 9.06(b).

"Notice Date" has the meaning set forth in Section 2.05(c).

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" shall mean the rate for a federal funds transaction quoted at 11:00 a.m., New York City time, on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it in its reasonable discretion; provided further that if the NYFRB Rate, determined as provided above, would be less than zero, the NYFRB Rate shall for all purposes of this Agreement be zero.

"Obligations" means the ABT Obligations and the German Obligations.

"Other Taxes" means any and all present or future stamp, documentary, excise, recording, transfer, sales, property or similar taxes, charges or levies arising from any payment made under any Credit Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Credit Document.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar borrowings by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

"Overnight Rate" means, for any day, (a) with respect to any amount denominated in U.S. Dollars, the NYFRB Rate and (b) with respect to any amount denominated in a currency other than U.S. Dollars, an overnight rate determined by the Administrative Agent or the applicable Issuing Bank, as the case may be, in accordance with banking industry rules on interbank compensation.

"Participant" has the meaning assigned to such term in Section 9.04.

"Participant Register" has the meaning assigned to such term in Section 9.04.

"Payment" has the meaning set forth in Article VIII.

"Payment Notice" has the meaning set forth in Article VIII.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Business" means any business engaged in by Goodyear or any Restricted Subsidiary on the Restatement Effective Date and any Related Business.

"Permitted Encumbrances" means:

(a) (i) Liens imposed by law for taxes that are not yet due or are being contested and (ii) deemed trusts and Liens to which the Priority Payables Reserve relates for taxes, assessments or other charges or levies that are not yet due and payable;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days (or any longer grace period available under the terms of the applicable underlying obligation) or are being contested;

(c) Liens created and pledges and deposits made (including cash deposits to secure obligations in respect of letters of credit provided) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) Liens created and deposits made to secure the performance of bids, trade contracts, leases, statutory obligations, appeal bonds, performance bonds, surety bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens;

(f) supplier's liens in inventory, other assets supplied or accounts receivable that result from retention of title or extended retention of title arrangements arising in connection with purchases of goods in the ordinary course of business; and

(g) easements, zoning restrictions, rights-of-way and similar encumbrances on real property and other Liens incidental to the conduct of business or ownership of property that arise automatically by operation of law or arise in the ordinary course of business and that do not materially detract from the value of the property of Goodyear and the Subsidiaries or of the Collateral, in each case taken as a whole, or materially interfere with the ordinary conduct of business of Goodyear and the Subsidiaries,

taken as a whole, or otherwise adversely affect in any material respect the rights or interests of the Lenders;

provided that (except as provided in clause (d) above) the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness for borrowed money.

"Permitted GEBV Investment" means an Investment by GEBV or a Restricted GEBV Subsidiary in:

(1) GEBV, a Restricted GEBV Subsidiary or a Person that will, upon the making of such Investment, become a Restricted GEBV Subsidiary;

(2) another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, GEBV or a Restricted GEBV Subsidiary;

(3) Temporary Cash Investments;

(4) any Investment in Goodyear or any Subsidiary in the form of a transfer of assets used in or directly relating to any manufacturing process (but excluding any cash or financial asset) from a jurisdiction having higher manufacturing costs to a jurisdiction having lower manufacturing costs; provided that after giving effect to any such transfer or related series of transfers of assets having an aggregate book value in excess of $5,000,000, the aggregate book value of all assets subject to all such transfers involving assets having an aggregate book value in excess of $5,000,000 after the Restatement Effective Date, shall not exceed $100,000,000;

(5) the acquisition of any Capital Stock; provided that the aggregate consideration paid on or after the Restatement Effective Date by GEBV and the Restricted GEBV Subsidiaries in all such acquisitions (including Indebtedness assumed by GEBV or any Restricted GEBV Subsidiary) shall not exceed €200,000,000 plus the aggregate amount of GEBV Equity Proceeds received after the Restatement Effective Date that shall not have been used to make other Investments of GEBV and the Restricted GEBV Subsidiaries under this clause (5);

(6) Guarantees not otherwise permitted under Section 6.02(c) Incurred in the ordinary course of business and consistent with past practices in an aggregate amount for all such Guarantees by GEBV and the Restricted GEBV Subsidiaries at any time outstanding not exceeding $25,000,000;

(7) Investments by GEBV or any Restricted GEBV Subsidiary made in Goodyear or any of its Subsidiaries in the form of Indebtedness which, in the case of any such Indebtedness owed to any Grantor other than any Grantor that is organized under the laws of France, is pledged pursuant to the Security Documents to secure the Obligations required to be secured by such Grantor;

(8) Investments in Subsidiaries or Goodyear; provided that no Investment shall be made by any Credit Party in a Subsidiary that is not a Credit Party or by a GEBV Loan Party in Goodyear or a Subsidiary that is not a GEBV Loan Party pursuant to this clause (8) except Investments (A) to fund working capital needs of such Subsidiary, (B) to replace amounts available under credit facilities or other financings of such Subsidiary existing on the date hereof that shall have matured or shall have been terminated or reduced, (C) to cover losses from operations of such

Subsidiary and (D) to provide funds for capital expenditures or acquisitions permitted to be made by such Subsidiary; provided further, that Capital Stock in any GEBV Subsidiary may not be transferred to any Subsidiary that is not GEBV or a GEBV Subsidiary;

(9) stock, obligations or securities received in settlement of disputes with customers or suppliers or debts (including pursuant to any plan of reorganization or similar arrangement upon insolvency of a debtor) created in the ordinary course of business and owing to GEBV or any Restricted GEBV Subsidiary or in satisfaction of judgments;

(10) any Person to the extent such Investment represents the non-cash portion of the consideration received for an Asset Disposition that was made pursuant to and in compliance with Section 6.04;

(11) loans and advances to officers and employees of GEBV and the Restricted GEBV Subsidiaries in the ordinary course of business;

(12) any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection, and lease, utility, workers' compensation, performance and other similar deposits made in the ordinary course of business by GEBV or any Restricted GEBV Subsidiary;

(13) a Receivables Entity or any Investment by a Receivables Entity in any other Person in connection with a Qualified Receivables Transaction in respect of accounts receivable of a Restricted GEBV Subsidiary, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Transaction or any related Indebtedness; provided, however, that any Investment in a Receivables Entity is in the form of a Purchase Money Note, contribution of additional receivables or an equity interest;

(14) receivables owing to GEBV or any Restricted GEBV Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; provided, however, that such trade terms may include such concessionary trade terms as GEBV or any such Restricted GEBV Subsidiary deems reasonable under the circumstances;

(15) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(16) any Person to the extent such Investments consist of Hedging Obligations otherwise permitted under Section 6.01;

(17) any Person to the extent such Investment in such Person existed on the Restatement Effective Date, and any Investment that replaces, refinances or refunds such an Investment, provided that the new Investment is in an amount that does not exceed that amount replaced, refinanced or refunded and is made in the same Person as the Investment replaced, refinanced or refunded;

(18) advances to, and Guarantees for the benefit of, customers, dealers, lessors, lessees or suppliers made in the ordinary course of business and consistent with past practice;

(19) any Person to the extent that such Investment consists of a minority equity or debt Investment by GEBV or a GEBV Subsidiary for the purpose of funding the development of future mobility solutions (including in companies involved in connected mobility, autonomous vehicles, electric vehicles, new materials, aero vehicles, mass transport, infrastructure and energy technologies); provided that the aggregate amount of all such Investments (together with all Investments made pursuant to clause (14) of the definition of "Permitted Investment") at any time outstanding does not exceed $100,000,000; and

(20) Investments not permitted by any other clause of this definition in an aggregate amount at any time outstanding not greater than $150,000,000.

"Permitted Investment" means an Investment by Goodyear or any Restricted Subsidiary (other than GEBV or any GEBV Subsidiary) in:

(1) Goodyear, a Restricted Subsidiary or a Person that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, Goodyear or a Restricted Subsidiary;

(3) Temporary Cash Investments;

(4) receivables owing to Goodyear or any Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; provided, however, that such trade terms may include such concessionary trade terms as Goodyear or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) loans and advances to officers and employees made in the ordinary course of business of Goodyear or such Restricted Subsidiary;

(7) stock, obligations or securities received in settlement of disputes with customers or suppliers or debts (including pursuant to any plan of reorganization or similar arrangement upon insolvency of a debtor) created in the ordinary course of business and owing to Goodyear or any Restricted Subsidiary or in satisfaction of judgments;

(8) any Person to the extent such Investment represents the non-cash portion of the consideration received for an Asset Disposition that was made pursuant to and in compliance with Section 6.04;

(9) a Receivables Entity or any Investment by a Receivables Entity in any other Person in connection with a Qualified Receivables Transaction, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Transaction or any related Indebtedness; provided, however, that any Investment in a Receivables Entity is in the form of a Purchase Money Note, contribution of additional receivables or an equity interest;

(10) any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection and lease, utility, workers' compensation, performance and other similar deposits made in the ordinary course of business by Goodyear or any Restricted Subsidiary;

(11) any Person to the extent such Investments consist of Hedging Obligations otherwise permitted under Section 6.01;

(12) any Person to the extent such Investment in such Person existed on the Restatement Effective Date and any Investment that replaces, refinances or refunds such an Investment, provided that the new Investment is in an amount that does not exceed that amount replaced, refinanced or refunded and is made in the same Person as the Investment replaced, refinanced or refunded;

(13) advances to, and Guarantees for the benefit of, customers, dealers, lessors, lessees or suppliers made in the ordinary course of business and consistent with past practice;

(14) any Person to the extent that such Investment consists of a minority equity or debt Investment by Goodyear or a Restricted Subsidiary (other than GEBV or any GEBV Subsidiary) for the purpose of funding the development of future mobility solutions (including in companies involved in connected mobility, autonomous vehicles, electric vehicles, new materials, aero vehicles, mass transport, infrastructure and energy technologies); provided that the aggregate amount of all such Investments (together with all Investments made pursuant to clause (19) of the definition of "Permitted GEBV Investment") at any time outstanding does not exceed $100,000,000; and

(15) any Person to the extent such Investment, when taken together with all other Investments made pursuant to this clause (15) and then outstanding on the date such Investment is made, does not exceed the greater of (A) the sum of (i) $500,000,000 and (ii) any amounts under Section 6.02(a)(3)(iv)(x) that were excluded by operation of the proviso in Section 6.02(a)(3)(iv) and which excluded amounts are not otherwise included in Consolidated Net Income or intended to be permitted under any of clauses (1) through (14) of this definition and (B) 5.0% of Consolidated assets of Goodyear as of the end of the most recent fiscal quarter for which financial statements of Goodyear have been filed with the SEC.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV or Section 302 of ERISA or Section 412 of the Code sponsored, maintained or contributed to by Goodyear, any Subsidiary or any ERISA Affiliate.

"Platform" has the meaning set forth in Section 9.01(d).

"Pounds Sterling" or "£" means the lawful currency of the United Kingdom.

"Preferred Stock," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Principal European Subsidiary" means, any GEBV Subsidiary (other than a Borrower) organized under the laws of the Federal Republic of Germany, Luxembourg, the Republic of France or the United Kingdom with Total Assets having a book value in excess of $10,000,000 as of December 31, 2021, or if later, as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b).

"Priority Payables Reserve" means, at any time, the sum, without duplication, of any deductions made pursuant to the definitions contained in the First Lien Agreement of "Additional Inventory Reserves", "Inventory Reserves", "Eligible In-Transit Inventory", "Eligible Inventory" and "Inventory Value", and the full amount of the liabilities at such time which have a trust imposed to provide for payment thereof or a security interest, Lien or charge ranking or capable of ranking, in each case senior to or pari passu with the Liens created under the Security Documents (as defined in the First Lien Agreement) under Canadian federal, provincial, territorial, county, municipal or local law with respect to claims for goods and services taxes, sales tax, income tax, workers' compensation obligations, vacation pay or pension fund obligations.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Purchase Money Indebtedness" means Indebtedness:

(1) consisting of the deferred purchase price of property, plant and equipment, conditional purchase obligations, obligations under any title retention agreement and other obligations Incurred in connection with the acquisition, construction or improvement of such asset, in each case where the amount of such Indebtedness does not exceed the greater of (A) the cost of the asset being financed and (B) the Fair Market Value of such asset; and

(2) Incurred to finance such acquisition, construction or improvement by Goodyear or a Restricted Subsidiary of such asset;

provided, however, that such Indebtedness is Incurred within 180 days after such acquisition or the completion of such construction or improvement.

"Purchase Money Note" means a promissory note of a Receivables Entity evidencing a line of credit, which may be irrevocable, from Goodyear or any Subsidiary of Goodyear to a Receivables Entity in connection with a Qualified Receivables Transaction, which note:

(1) shall be repaid from cash available to the Receivables Entity, other than:

(A) amounts required to be established as reserves;

(B) amounts paid to investors in respect of interest;

(C) principal and other amounts owing to such investors; and

(D) amounts paid in connection with the purchase of newly generated receivables; and

(2) may be subordinated to the payments described in clause (1).

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning set forth in Section 9.28.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by Goodyear or any of its Subsidiaries pursuant to which Goodyear or any of its Subsidiaries may sell, convey or otherwise transfer to:

(1) a Receivables Entity (in the case of a transfer by Goodyear or any of its Subsidiaries); or

(2) any other Person (in the case of a transfer by a Receivables Entity);

or may grant a security interest in, any accounts receivable (whether now existing or arising in the future) of Goodyear or any of its Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such accounts receivable, all contracts and all Guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable; provided, however, that the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by a Financial Officer of Goodyear); and provided further, however, that no such transaction or series of transactions shall be a Qualified Receivables Transaction if any of the accounts receivable subject thereto is or would absent such transaction or series of transactions otherwise be subject to a Lien securing any European Bank Indebtedness.

The grant of a security interest in any accounts receivable of Goodyear or any of its Restricted Subsidiaries to secure Bank Indebtedness shall not be deemed a Qualified Receivables Transaction.

"Ratable Swingline Loan" has the meaning set forth in Section 2.05(b)(ii).

"Receivables Entity" means a (a) Wholly Owned Subsidiary of Goodyear which is a Restricted Subsidiary and which is designated by the Board of Directors (as provided below) as a Receivables Entity or (b) another Person engaging in a Qualified Receivables Transaction with Goodyear or a Subsidiary of Goodyear which Person engages in the business of the financing of accounts receivable, and in either of clause (a) or (b):

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which

(A) is Guaranteed by Goodyear or any Subsidiary of Goodyear (excluding Guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);

(B) is recourse to or obligates Goodyear or any Subsidiary of Goodyear in any way other than pursuant to Standard Securitization Undertakings; or

(C) subjects any property or asset of Goodyear or any Subsidiary of Goodyear, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) which is not an Affiliate of Goodyear or with which neither Goodyear nor any Subsidiary of Goodyear has any material contract, agreement, arrangement or understanding other than on terms which Goodyear reasonably believes to be no less favorable to Goodyear or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of Goodyear; and

(3) to which neither Goodyear nor any Subsidiary of Goodyear has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors shall be evidenced to the Administrative Agent by furnishing to the Administrative Agent a certified copy of the resolution of the Board of Directors giving effect to such designation and a certificate of a Financial Officer certifying that such designation complied with the foregoing conditions.

"Reference Date" means May 11, 2009.

"Reference Time", with respect to any setting of the then-current Benchmark, means (a) if such Benchmark is the Adjusted Term SOFR, 5:00 a.m., Chicago time, on the day that is two U.S. Government Securities Business Days preceding the date of such setting, (b) if such Benchmark is the Adjusted EURIBO Rate, 11:00 a.m., Brussels time, two Target Operating Days preceding the date of such setting, (c) if such Benchmark is the Daily Simple SONIA, then four RFR Business Days prior to such setting, (d) if such Benchmark is the Adjusted Daily Simple SOFR, then three RFR Business Days prior to such setting and (e) if such Benchmark is none of Adjusted Term SOFR, Adjusted EURIBO Rate, Daily Simple SONIA or Adjusted Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

"Refinance" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness, including, in any such case from time to time, after the discharge of the Indebtedness being Refinanced. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinancing Indebtedness" means Indebtedness that is Incurred to Refinance (including pursuant to any defeasance or discharge mechanism) any Indebtedness of Goodyear or any Restricted Subsidiary existing on the Restatement Effective Date or Incurred in compliance with this Agreement (including Indebtedness of Goodyear or any Restricted Subsidiary that Refinances Refinancing Indebtedness); provided, however, that:

(1) the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced;

(2) the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being refinanced;

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount of the Indebtedness being refinanced (or if issued with original issue discount, the aggregate accreted value) then outstanding (or that would be outstanding if the entire committed amount of any credit facility being Refinanced were fully drawn (other than any such amount that would have been prohibited from being drawn pursuant to Section 6.01) (plus fees and expenses, including any premium and defeasance costs);

(4) if the Indebtedness being Refinanced is subordinated in right of payment to the Obligations, such Refinancing Indebtedness is subordinated in right of payment to the Obligations at least to the same extent as the Indebtedness being Refinanced; and

(5) if Incurred by GEBV or any Restricted GEBV Subsidiary, the Refinancing Indebtedness is not secured by Liens on any assets other than the assets that secured the Indebtedness being refinanced, and any such Liens have no greater priority than the Liens securing the Indebtedness being refinanced;

provided further, however, that Refinancing Indebtedness shall not include:

(A) Indebtedness of a Restricted Subsidiary that is not a U.S. Subsidiary Guarantor that Refinances Indebtedness of Goodyear;

(B) Indebtedness of Goodyear or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary; or

(C) Indebtedness of GEBV or any Restricted GEBV Subsidiary that Refinances Indebtedness in respect of which it was not an obligor.

"Register" has the meaning set forth in Section 9.04.

"Related Business" means any business reasonably related, ancillary or complementary to the business of Goodyear and its Restricted Subsidiaries on the Restatement Effective Date.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, counsel, trustees and other advisors of such Person and such Person's Affiliates.

"Relevant Governmental Body" means (a) with respect to a Benchmark Replacement in respect of Loans denominated in U.S. Dollars, the Board or the NYFRB, or a committee officially endorsed or convened by the Board or the NYFRB or, in each case, any successor thereto, (b) with respect to a Benchmark Replacement in respect of Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto and (c) with respect to a Benchmark Replacement in respect of Loans denominated in Pounds Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto.

"Relevant Rate" means (a) with respect to any Term Benchmark Borrowing (other than a Term Benchmark Borrowing with a one week Interest Period) denominated in U.S. Dollars, the Adjusted Term SOFR, (b) with respect to any Term Benchmark Borrowing denominated in Euros, the Adjusted EURIBO Rate, (c) with respect to any RFR Borrowing denominated in Pounds Sterling, the Daily Simple SONIA and (d) with respect to any RFR Borrowing denominated in U.S. Dollars (if applicable pursuant to Section 2.13) and any Term Benchmark Borrowing with a one week Interest Period, the Adjusted Daily Simple SOFR.

"Relevant Screen Rate" means (a) with respect to any Term Benchmark Borrowing (other than a Term Benchmark Borrowing with a one week Interest Period) denominated in U.S. Dollars, the Term SOFR Reference Rate and (b) with respect to any Term Benchmark Borrowing denominated in Euros, the EURIBO Screen Rate.

"Relevant Measure" has the meaning set forth in Section 9.26(b).

"Resolution Authority" has the meaning set forth in Section 9.27(c).

"Restatement Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"Restricted DL Party" means each DL Party that is organized under the laws of the Federal Republic of Germany (*Inländer*) or otherwise notifies the Administrative Agent that it is a "Restricted DL Party" for the purposes of Section 9.26.

"Restricted GEBV Subsidiary" means any GEBV Subsidiary that is a Restricted Subsidiary.

"Restricted Payment" in respect of any Person means:

(1) the declaration or payment of any dividend, any distribution on or in respect of its Capital Stock or any similar payment (including any payment in connection with any merger or consolidation involving Goodyear or any Restricted Subsidiary) to the direct or indirect holders of its Capital Stock in their capacity as such, except (A) dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock or, in the case of a Restricted Subsidiary, Preferred Stock), (B) in the case of such payments by Goodyear or any Restricted Subsidiary other than GEBV or any Restricted GEBV Subsidiary, dividends or distributions payable to Goodyear or a Restricted Subsidiary (and, if such Restricted Subsidiary has Capital Stock held by Persons other than Goodyear or other Restricted Subsidiaries, to such other Persons on no more than a pro rata basis), and (C) in the case of such payments by GEBV or any Restricted GEBV Subsidiary, dividends or distributions payable to GEBV or a Restricted GEBV Subsidiary (and, if such Restricted GEBV Subsidiary has Capital Stock held by Persons other than GEBV or other Restricted GEBV Subsidiaries, to such other Persons on no more than a pro rata basis);

(2) the purchase, repurchase, redemption, retirement or other acquisition ("Purchase") for value of any Capital Stock of Goodyear held by any Person (other than (A) in the case of such transactions by Goodyear or a Restricted Subsidiary other than GEBV or any GEBV Subsidiary, such Capital Stock held by Goodyear or any Restricted Subsidiary, and (B) in the case of such transactions by GEBV or a Restricted GEBV Subsidiary, such Capital Stock held by GEBV or a Restricted GEBV Subsidiary) or any Capital Stock of a Restricted Subsidiary held by any affiliate of Goodyear (other than (A) in the case of such transactions by Goodyear or a Restricted Subsidiary other than GEBV or any GEBV Subsidiary, such Capital Stock held by a Restricted Subsidiary and (B) in the case of such transactions by GEBV or a Restricted GEBV Subsidiary, such Capital Stock held by GEBV or a Restricted GEBV Subsidiary) (other than in exchange for Capital Stock of Goodyear that is not Disqualified Stock);

(3) the Purchase for value, prior to scheduled maturity, any scheduled repayment or any scheduled sinking fund payment, of any Subordinated Obligations (other than the Purchase for value of Subordinated Obligations acquired in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such Purchase; provided that the exception in this parenthetical clause shall be limited in the case of payments by GEBV or any Restricted GEBV Subsidiary to payments in respect of Subordinated Obligations of GEBV or any Restricted GEBV Subsidiary); or

(4) any Investment (other than (A) in the case of Goodyear or any Restricted Subsidiary other than GEBV or any GEBV Subsidiary, a Permitted Investment, and (B) in the case of GEBV or any GEBV Subsidiary, a Permitted GEBV Investment) in any Person.

"Restricted Subsidiary" means any Subsidiary of Goodyear other than an Unrestricted Subsidiary.

"Resulting Revolving Borrowings" has the meaning set forth in Section 2.22(e).

"Reuters" means, as applicable, (a) Thomson Reuters Corporation, a corporation incorporated under and governed by the Business Corporations Act (Ontario), Canada, (b) Refinitiv, or (c) any successor to any of the foregoing.

"Revolving Borrowing" shall mean a Borrowing comprising Revolving Loans.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of such Lender's ABT Credit Exposure and German Credit Exposure at such time.

"Revolving Loan" means an ABT Loan or a German Loan.

"RFR Borrowing" means any Borrowing comprised of RFR Loans.

"RFR Business Day" means (a) for any Loan denominated in Pounds Sterling, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London, England, (b) for any Loan denominated in Euros, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in Brussels, Belgium and (c) for any Loan denominated in U.S. Dollars, a U.S. Government Securities Business Day.

"RFR Loan" means a Loan that bears interest at a rate determined by reference to the Adjusted Daily Simple RFR (and, for the avoidance of doubt, excludes Loans that bear interest at a rate determined by reference to clause (b) of the definition of Adjusted Term SOFR).

"Romanian Security Documents" has the meaning set forth in Section 9.25.

"Sale/Leaseback Transaction" means an arrangement relating to property, plant and equipment now owned or hereafter acquired by Goodyear or a Restricted Subsidiary whereby Goodyear or a Restricted Subsidiary transfers such property to a Person and Goodyear or such Restricted Subsidiary leases it from such Person, other than (i) leases between Goodyear and a Restricted Subsidiary or between Restricted Subsidiaries or (ii) any such transaction entered into with respect to any property, plant and equipment or any improvements thereto at the time of, or within 180 days after, the acquisition or completion of construction of such property, plant and equipment or such improvements (or, if later, the commencement of commercial operation of any such property, plant and equipment), as the case may be, to finance the cost of such property, plant and equipment or such improvements, as the case may be.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any comprehensive Sanctions (solely consisting of, at the time of this Agreement, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, the Federal Republic of Germany, The Netherlands, Luxembourg, France or the United Kingdom, (b) any Person organized or

resident in a Sanctioned Country or (c) any Person owned 50% or more by any Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the Office of Foreign Assets Control (and any successor performing similar functions) of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, the Federal Republic of Germany, The Netherlands, Luxembourg, France or His Majesty's Treasury of the United Kingdom.

"SEC" means the Securities and Exchange Commission.

"Secured Indebtedness" means any Indebtedness of Goodyear secured by a Lien. "Secured Indebtedness" of a Subsidiary has a correlative meaning.

"Secured Parties" means the Administrative Agent, the Collateral Agent, each Issuing Bank and each Lender. For purposes of Sections 9.15, 9.18 and 9.23 and each Security Document, "Secured Parties" shall also include each other Person to which is owed, as applicable, German Obligations or ABT Obligations, and which has signed an Affiliate Authorization or the Amendment and Restatement Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Security Agreement" means any security agreement, pledge agreement, charge agreement, mortgage, debenture or similar agreement, instrument or security document, or any supplement thereto creating a Lien on any assets or rights to secure any of the Obligations or any confirmation or similar instrument in relation to such a Lien.

"Security Documents" means the Guarantee and Collateral Agreement, the German security trust agreement in respect of the Security Agreements governed by the laws of the Federal Republic of Germany, the Security Agreements and each other instrument or document delivered in connection with the cash collateralization of Letters of Credit or pursuant to Section 5.08 to secure any of the Obligations.

"Senior Subordinated-Lien Collateral Agent" means, as to any Senior Subordinated-Lien Indebtedness, the collateral agent under the applicable Senior Subordinated-Lien Indebtedness Security Documents.

"Senior Subordinated-Lien Governing Documents" means each indenture or other agreement or instrument providing for the issuance or setting forth the terms of any Senior Subordinated-Lien Indebtedness.

"Senior Subordinated-Lien Indebtedness" means Indebtedness of Goodyear that (a) is secured by Liens permitted under Section 6.06(b), but that is not secured by Liens on any additional assets, (b) constitutes Designated Junior Obligations under and as defined in the Lien Subordination and Intercreditor Agreement, and the Liens securing such Designated Junior Obligations are subordinated under the Lien Subordination and Intercreditor Agreement to the Liens securing the obligations under the First Lien Agreement and (c) does not contain provisions inconsistent with the restrictions of Schedule 1.01B.

"Senior Subordinated-Lien Indebtedness Security Documents" means, as to any Senior Subordinated-Lien Indebtedness, the security agreements, pledge agreements, mortgages and other documents creating Liens on assets of Goodyear and the U.S. Subsidiary Guarantors to secure the applicable Senior Subordinated-Lien Obligations.

"Senior Subordinated-Lien Obligations" means, as to any Senior Subordinated-Lien Indebtedness, (a) the principal of and all premium or make-whole amounts, if any, and interest payable in respect of such Senior Subordinated-Lien Indebtedness, (b) any amounts payable under Guarantees of such Senior Subordinated-Lien Indebtedness by Subsidiaries and (c) all other amounts payable by Goodyear or any Subsidiary under such Senior Subordinated-Lien Indebtedness, the applicable Senior Subordinated-Lien Indebtedness Security Documents (to the extent such amounts relate to such Senior Subordinated-Lien Indebtedness) or the applicable Senior Subordinated-Lien Governing Documents.

"Seventh Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Seventh Supplemental Indenture dated as of May 18, 2020, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Sixth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Sixth Supplemental Indenture dated as of March 7, 2017, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Rate Day" has the meaning assigned to such term in the definition of the term "Daily Simple SOFR".

"SONIA" means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator's Website on the immediately succeeding Business Day.

"SONIA Administrator" means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

"SONIA Administrator's Website" means the Bank of England's website, currently at http://www.bankofengland.co.uk, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

"SONIA Borrowing" means any Borrowing comprised of SONIA Loans.

"SONIA Interest Day" has the meaning set forth in the definition of "Daily Simple SONIA".

"SONIA Loan" means a Loan that bears interest at a rate determined by reference to the Daily Simple SONIA.

"Specified Jurisdiction" means The United States of America, Canada, the Federal Republic of Germany, Luxembourg, the Netherlands, the Republic of France and the United Kingdom.

"Specified Supplemental Indentures" means, collectively, the Fifth Supplemental Indenture, Sixth Supplemental Indenture, Seventh Supplemental Indenture, Eighth Supplemental Indenture, Ninth Supplemental Indenture, Tenth Supplemental Indenture and Eleventh Supplemental Indenture.

"Stamp Duty Sensitive Document" has the meaning set forth in Section 9.20(a).

"Standard & Poor's" means S&P Global Ratings, an S&P Financial Services LLC business, and any successor thereto.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by Goodyear or any Subsidiary of Goodyear which, taken as a whole, are customary in an accounts receivable transaction.

"Stated Maturity" means, with respect to any Indebtedness, the date specified in the documentation governing such Indebtedness as the fixed date on which the final payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such Indebtedness at the option of the holder thereof upon the happening of any contingency beyond the control of Goodyear unless such contingency has occurred). The "Stated Maturity" of the Obligations means the Maturity Date.

"Subordinated Obligation" of Goodyear or any U.S. Subsidiary Guarantor means any Indebtedness of Goodyear or a U.S. Subsidiary Guarantor (whether outstanding on the Restatement Effective Date or thereafter Incurred) that by its terms is subordinate or junior in right of payment to the Obligations. "Subordinated Obligation" of GEBV or any Subsidiary Guarantor means any Indebtedness of GEBV or such Subsidiary Guarantor (whether outstanding on the Restatement Effective Date or thereafter Incurred) (a) that by its terms is subordinate or junior in right of payment to the Obligations or (b) that is not Secured Indebtedness or (c) that is secured subject to an agreement subordinating its Liens to those securing the Obligations.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which are consolidated with those of the parent in the parent's consolidated financial statements in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of Goodyear.

"Subsidiary Guarantors" means (a) each Borrower (other than GEBV), and (b) each GEBV Subsidiary (other than a Borrower) that is, or is required to be, a party to the Guarantee and Collateral Agreement.

"Supermajority Lenders" means, at any time, Lenders having aggregate Revolving Credit Exposures and unused Commitments representing at least 66-2/3% of the sum of the total Revolving Credit Exposures and unused Commitments at such time; provided, that for purposes of this definition, (a) in determining the ABT Credit Exposure of any Swingline Lender, the Swingline Exposure of such Lender shall

be deemed to equal its ABT Percentage of all outstanding Swingline Loans, and (b) the unused ABT Commitment of any such Lender shall be determined in a manner consistent with the preceding clause (a).

"Supported QFC" has the meaning set forth in Section 9.28.

"Swap Agreement" means any agreement in respect of any Hedging Obligations.

"Swap Obligation" means, with respect to any Credit Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swingline Agreement" means an agreement or instrument executed by Goodyear, the Borrowers, a Lender and the Administrative Agent under which such Lender agrees to serve as a Swingline Lender.

"Swingline Borrowing" shall mean a Borrowing comprising Swingline Loans.

"Swingline Commitment" means, with respect to each Swingline Lender, the commitment of such Swingline Lender to make Swingline Loans pursuant to Section 2.05, expressed as an amount representing the maximum permitted aggregate amount of such Swingline Lender's outstanding Swingline Loans hereunder. The initial amount of each Swingline Lender's Swingline Commitment as of the Restatement Effective Date is set forth on Schedule 2.05 or in the Swingline Agreement pursuant to which such Lender shall have assumed its Swingline Commitment, as applicable. The initial aggregate amount of the Swingline Lenders' Swingline Commitments after giving effect to the transactions to be effected on the Restatement Effective Date is €175,000,000.

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any ABT Lender at any time shall be the sum of (a) its ABT Percentage of the aggregate principal amount of all Swingline Loans outstanding at such time (excluding, in the case of any ABT Lender that is a Swingline Lender, Swingline Loans made by it and outstanding at such time to the extent that the other ABT Lenders shall not have funded their participations in such Swingline Loans), adjusted to give effect to any reallocation under Section 2.20 of the Swingline Exposures of Defaulting Lenders in effect at such time, and (b) in the case of any ABT Lender that is a Swingline Lender, the aggregate principal amount of all Swingline Loans made by such ABT Lender and outstanding at such time to the extent that the other ABT Lenders shall not have funded their participations in such Swingline Loans.

"Swingline Lender" means each of JPMCB, Bank of America, N.A., Barclays Bank Ireland PLC, BGL BNP Paribas, Citibank, N.A., Credit Agricole Corporate and Investment Bank, Deutsche Bank AG New York Branch and UniCredit Bank AG, in its capacity as a lender of Swingline Loans pursuant to Section 2.05, and any other Lender that shall have agreed to serve in such capacity pursuant to a Swingline Agreement. Each Swingline Lender may, in its discretion, arrange for one or more Swingline Loans to be made available by Affiliates or branches of such Swingline Lender, in which case the term "Swingline Lender" shall include any such Affiliate or branch with respect to Swingline Loans made available by such Affiliate or branch.

"Swingline Loan" means a Loan made by a Swingline Lender pursuant to Section 2.05.

"Swingline Rate" means, with respect to any Swingline Loan, a rate per annum equal to the Adjusted Daily Simple ESTR.

"Target Operating Day" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euros.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Temporary Cash Investments" means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the United Kingdom, the Kingdom of the Netherlands, the French Republic, the Federal Republic of Germany, the Grand Duchy of Luxembourg or another member state of the European Union (or by any agency thereof to the extent such obligations are backed by the full faith and credit of such sovereign), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof, and having, at such date of acquisition, not less than two of the following ratings: A2 or higher from Standard & Poor's, P2 or higher from Moody's and F2 or higher from Fitch;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof and issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any commercial bank organized under the laws of the United States of America or any state thereof, the United Kingdom, the Kingdom of the Netherlands, the French Republic, the Federal Republic of Germany, the Grand Duchy of Luxembourg, or another member state of the European Union which has (i) not less than two of the following short-term deposit ratings: A1 from Standard & Poor's, P1 from Moody's and F1 from Fitch, and (ii) a combined capital and surplus and undivided profits of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution described in clause (c) above;

(e) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) have not less than two of the following ratings: AAA from Standard & Poor's, Aaa from Moody's and AAA from Fitch and (iii) have portfolio assets of at least $3,000,000,000;

(f) investments of the type and maturity described in clauses (b) through (e) of foreign obligors, which investments or obligors have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies (and with respect to clause (e), are not required to comply with the Rule 2a-7 criteria);

(g) investments of the type and maturity described in clause (c) in any obligor organized under the laws of a jurisdiction other than the United States that (i) is a branch or subsidiary of a Lender or the ultimate parent company of a Lender under any of the Credit Facilities Agreements (but only if such Lender meets the ratings and capital, surplus and undivided profits requirements of such clause (c)) or (ii) carries a rating at least equivalent to the rating of the sovereign nation in which it is located; and

(h) in the case of any Foreign Subsidiary, (i) marketable direct obligations issued or unconditionally guaranteed by the sovereign nation in which such Foreign Subsidiary is organized and is conducting business or issued by an agency of such sovereign nation and backed by the full faith and credit of such sovereign nation, in each case maturing within one year from the date of acquisition, so long as the indebtedness of such sovereign nation has not less than two of the following ratings: A or higher from Standard & Poor's, A2 or higher from Moody's and A or higher from Fitch or carries an equivalent rating from a comparable foreign rating agency, and (ii) other investments of the type and maturity described in clause (c) in obligors organized under the laws of a jurisdiction other than the United States in any country in which such Foreign Subsidiary is located; provided that the investments permitted under this subclause (ii) shall be made in amounts and jurisdictions consistent with Goodyear's policies governing short-term investments.

"Tenth Supplemental Indenture" means, collectively, the Indenture dated as of August 13, 2010, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee, and the Tenth Supplemental Indenture dated as of May 18, 2021, among Goodyear, the subsidiary guarantors thereunder and Wells Fargo Bank, N.A., as trustee.

"Term Benchmark", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR or the Adjusted EURIBO Rate.

"Term SOFR" means, with respect to any Term Benchmark Borrowing (other than a Term Benchmark Borrowing with a one week Interest Period) denominated in U.S. Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Determination Day" has the meaning assigned to such term in the definition of "Term SOFR Reference Rate".

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing (other than a Term Benchmark Borrowing with a one week Interest Period) denominated in U.S. Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 p.m., New York City time, on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for such tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

"Total Assets" of any Subsidiary means (a) in the case of any Subsidiary organized in a Specified Jurisdiction, (i) the total assets of such Subsidiary, excluding Intercompany Items, plus (ii) if the Net Intercompany Items of such Subsidiary shall be positive, the amount of such Net Intercompany Items; and (b) in the case of any other Subsidiary, the total assets of such Subsidiary, excluding Intercompany Items.

"Trade Acceptance" means any bankers acceptance provided to trade creditors in the ordinary course of business in connection with the acquisition of goods or services in order to assure payment of any Trade Payable.

"Trade Payables" means, with respect to any Person, any accounts payable or any indebtedness or monetary obligation to trade creditors created, assumed or Guaranteed by such Person arising in the ordinary course of business in connection with the acquisition of goods or services.

"Tranche" shall mean a category of Commitments and extensions of credit thereunder. For purposes hereof, each of the following composes a separate Tranche: (a) the ABT Commitments, the ABT Loans, the Letters of Credit and the Swingline Loans, taken together, and (b) the German Commitments and the German Loans, taken together.

"Transactions" means the amendment and restatement of the Existing Credit Agreement in the form of this Agreement, the execution, delivery and performance by Goodyear and the Borrowers of this Agreement and by Goodyear, GEBV, the Subsidiary Guarantors, the U.S. Subsidiary Guarantors and the Grantors, as applicable, of the other Credit Documents, the borrowing of the Loans, the obtaining and use of the Letters of Credit, the creation or continuation of the Liens and Guarantees provided for in the Security Documents and the other transactions contemplated hereby.

"Type", when used in reference to any Loan or Borrowing, refers to the basis upon which the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined. Subject to Section 2.13, (i) the ABT Loans and Borrowings hereunder will be either "Term Benchmark" Loans and "Term Benchmark" Borrowings or "RFR" Loans and "RFR" Borrowings, as the rate of interest thereon will be determined by reference to the Adjusted Term SOFR, Adjusted EURIBO Rate or the applicable Adjusted Daily Simple RFR, as applicable, and (ii) the German Loans and Borrowings hereunder will be either "Term Benchmark" Loans and "Term Benchmark" Borrowings or "RFR" Loans denominated in U.S. Dollars and "RFR" Borrowings denominated in U.S. Dollars, as the rate of interest thereon will be determined by reference to Adjusted Term SOFR, Adjusted EURIBO Rate or Adjusted Daily Simple SOFR, as applicable. Subject to Section 2.13, the Swingline Loans and Borrowings hereunder will be determined by reference to the Swingline Rate.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unrestricted Subsidiary" means:

(a) any Subsidiary of Goodyear that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided below and

(b) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors may designate any Subsidiary of Goodyear (including any newly acquired or newly formed Subsidiary of Goodyear) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or owns or holds any Lien on any property of, Goodyear or any other Subsidiary of Goodyear that is not a Subsidiary of the Subsidiary to be so designated; provided, however, that either:

(A) the Subsidiary to be so designated has total Consolidated assets of $1,000 or less; or

(B) if such Subsidiary has total Consolidated assets greater than $1,000, then such designation would be permitted under Section 6.02.

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided, however, that immediately after giving effect to such designation:

(x) (1) Goodyear could Incur $1.00 of additional Indebtedness under Section 6.01(a) or (2) the Consolidated Coverage Ratio for Goodyear and its Restricted Subsidiaries would be greater after giving effect to such designation than before such designation and

(y) no Default shall have occurred and be continuing.

Any such designation of a Subsidiary as a Restricted Subsidiary or Unrestricted Subsidiary by the Board of Directors shall be evidenced to the Administrative Agent by promptly furnishing to the Administrative Agent a copy of the resolution of the Board of Directors giving effect to such designation and a certificate of a Financial Officer certifying that such designation complied with the foregoing provisions.

"U.S. Bank Indebtedness" means any and all amounts payable under or in respect of the U.S. Credit Agreements and any Refinancing Indebtedness with respect thereto or with respect to such Refinancing Indebtedness, as amended from time to time, including principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to Goodyear whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations and all other amounts payable thereunder or in respect thereof.

"U.S. Credit Agreements" means:

(i) the First Lien Agreement, and

(ii) whether or not the agreement referred to in the immediately preceding clause (i) remains outstanding, if designated by Goodyear to be included in the definition of "U.S. Credit Agreements", one or more (A) debt facilities providing for revolving credit loans, term loans or letters of credit (including bank guarantees or bankers' acceptances) or (B) debt securities, indentures or other forms of capital markets debt financing (including convertible or exchangeable debt instruments), in each case of this clause (ii), with the same or different borrowers or issuers,

in each case of clauses (i) and (ii), each as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), refinanced, restructured or otherwise modified from time to time.

"U.S. Dollar Equivalent" means with respect to any monetary amount in a currency other than U.S. Dollars, at any time for determination thereof, the amount of U.S. Dollars obtained by converting such foreign currency involved in such computation into U.S. Dollars at the spot rate for the purchase of U.S. Dollars with the applicable foreign currency as published in The Wall Street Journal in the "Exchange Rates" column under the heading "Currency Trading" on the date two Business Days prior to such determination.

"U.S. Dollars" or "$" refers to lawful money of the United States of America.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the

fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Special Resolution Regime" has the meaning set forth in Section 9.28.

"U.S. Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"U.S. Subsidiary Guarantors" means each U.S. Subsidiary (other than the Excluded Subsidiaries and the Consent Subsidiaries) and Goodyear Canada.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time.

"Wholly Owned Subsidiary" of any Person shall mean a subsidiary of such Person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the Capital Stock are, at the time any determination is being made, owned, controlled or held by such Person or one or more wholly owned Subsidiaries of such Person or by such Person and one or more wholly owned Subsidiaries of such Person.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Write-Down and Conversion Powers" has the meaning set forth in Section 9.27(c).

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., an "ABT Loan") or by Type (e.g., a "Term Benchmark Loan") or by Class and Type (e.g., a "Term Benchmark ABT Loan"). Borrowings also may be classified and referred to by Class (e.g., an "ABT Borrowing") or by Type (e.g., a "Term Benchmark Borrowing") or by Class and Type (e.g., a "Term Benchmark ABT Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, but shall not be deemed to include the subsidiaries of such Person unless express reference is made to such subsidiaries, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (f) references to "the date hereof" and "the date of this Agreement" shall be deemed to refer to the Restatement Effective Date.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if GEBV notifies the Administrative Agent that GEBV requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies GEBV and Goodyear that the Majority Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, except to the extent elected otherwise by Goodyear, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to the adoption by Goodyear of *ASU No. 2016-02, Leases (Topic 842)*, to the extent such adoption would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on December 31, 2015.

SECTION 1.05. Currency Translation. (a) The Administrative Agent shall determine the Euro Equivalent of any Letter of Credit denominated in U.S. Dollars or Pounds Sterling as of the date of the issuance thereof and as of each subsequent date on which such Letter of Credit shall be renewed or extended or the stated amount of such Letter of Credit shall be increased, in each case using the Exchange Rate for the applicable currency in relation to Euros in effect on the date of determination, and each such amount shall be the Euro Equivalent of such Letter of Credit until the next required calculation thereof pursuant to this Section 1.05(a). The Administrative Agent shall in addition determine the Euro Equivalent of any Letter of Credit denominated in U.S. Dollars or Pounds Sterling as of the CAM Exchange Date as set forth in Section 7.03.

(b) The Administrative Agent shall determine the Euro Equivalent of any Borrowing (i) denominated in U.S. Dollars as of the date of the commencement of the initial Interest Period therefor and as of the date of the commencement of each subsequent Interest Period therefor, in each case using the Exchange Rate for U.S. Dollars in relation to Euros in effect on the date that is three Business Days prior to the date on which the applicable Interest Period shall commence and (ii) denominated in Pounds Sterling as of the date on which such Borrowing is made and as of each date that shall occur at intervals of one month's duration after the date on which such Borrowing is made, in each case using the Exchange Rate for Pounds Sterling in relation to Euros in effect on the date that is three Business Days prior to the date on which such Borrowing is made or that is three Business Days prior to the date that shall occur at intervals of one month's duration after the date on which such Borrowing is made, as the case may be. Each such amount shall be the Euro Equivalent of such Borrowing until the next required calculation thereof pursuant to this Section 1.05(b). The Administrative Agent shall in addition determine the Euro Equivalent of any Borrowing denominated in U.S. Dollars or Pounds Sterling as of the CAM Exchange Date as set forth in Section 7.02.

(c) The Euro Equivalent of any LC Disbursement made by any Issuing Bank in U.S. Dollars or Pounds Sterling and not reimbursed by the applicable Borrower shall be determined as set forth in paragraph (l) of Section 2.04. In addition, the Euro Equivalent of the LC Exposures shall be determined as set forth in paragraph (j) of Section 2.04, at the time and in the circumstances specified therein.

(d) The Administrative Agent shall notify the Borrowers, the applicable Lenders and the applicable Issuing Bank of each calculation of the Euro Equivalent of each Letter of Credit, Borrowing and LC Disbursement.

SECTION 1.06. Excluded Swap Obligations. Notwithstanding any provision of this Agreement or any other Credit Document, no Guarantee (including, for the avoidance of doubt, the obligations of each Borrower under the Credit Documents insofar as such Borrower is jointly liable for obligations incurred by any other Borrower) by any Credit Party under any Credit Document shall include a Guarantee of any Obligation that, as to such Credit Party, is an Excluded Swap Obligation and no Collateral provided by any Credit Party shall secure any Obligation that, as to such Credit Party, is an Excluded Swap Obligation. In the event that any payment is made by, or any collection is realized from, any Credit Party as to which any Obligations are Excluded Swap Obligations, or from any Collateral provided by such Credit Party, the proceeds thereof shall be applied to pay the Obligations of such Credit Party as otherwise provided herein without giving effect to such Excluded Swap Obligations and each reference in this Agreement or any other Credit Document to the ratable application of such amounts as among the Obligations or any specified portion of the Obligations that would otherwise include such Excluded Swap Obligations shall be deemed so to provide.

SECTION 1.07. Interest Rates; Benchmark Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.13(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify GEBV, pursuant to Section 2.13(d), of any change to any reference rate upon which the interest rate on any Loan is based. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for any indirect, special, punitive or consequential damages (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, (a) each ABT Lender agrees to make ABT Loans to any Borrower from time to time during the ABT Availability Period in Euros, U.S. Dollars or Pounds Sterling in an aggregate principal amount that will not result in (i) such Lender's ABT Credit Exposure exceeding such Lender's ABT Commitment or (ii) the Aggregate ABT Credit Exposure exceeding the aggregate amount of the ABT Commitments, and (b) each German Lender agrees to make German Loans to the German Borrower from time to time during the German Availability Period in Euros or U.S. Dollars in an aggregate principal amount that will not result in (i) such Lender's German Credit Exposure exceeding such Lender's German Commitment or (ii) the Aggregate German Credit Exposure exceeding the aggregate amount of the German Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings. (a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.13, each Revolving Borrowing denominated (i) in U.S. Dollars shall be comprised entirely of Term Benchmark Loans or, if applicable pursuant to Section 2.13, RFR Loans that bear interest at a rate determined by reference to the Adjusted Daily Simple SOFR, (ii) in Euros shall be comprised entirely of Term Benchmark Loans, and (iii) in Pounds Sterling shall be comprised entirely of RFR Loans that bear interest at a rate determined by reference to the Daily Simple SONIA. Each Lender at its option may make any Term Benchmark Loan or RFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Borrowing, and at the time each RFR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; provided that an RFR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total ABT Commitments, the entire unused balance of the total German Commitments or the entire unused balance of the total Commitments, or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.04(e). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of 20 Term Benchmark Borrowings and RFR Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request, or to elect to continue, any Term Benchmark Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Revolving Borrowing, the applicable Borrower, or GEBV on behalf of such Borrower, shall notify the Administrative Agent of such request by telecopy or email of scanned electronic format of a Borrowing Request (promptly followed by telephonic confirmation of such request) (i) in the case of a Term Benchmark Borrowing denominated in U.S. Dollars, not later than 2:00 p.m., London time, three U.S. Government Securities Business Days before the date of the proposed Borrowing, (ii) in the case of a Term Benchmark Borrowing denominated in Euros, not later than 2:00 p.m., London time, three Business Days before the date of the proposed Borrowing, (iii) in the case of an RFR Borrowing denominated in Pounds Sterling, not later than 2:00 p.m., London time, three Business Days before the date of the proposed Borrowing and (iv) in the case of an RFR Borrowing denominated in U.S. Dollars (if applicable pursuant to Section 2.13), not later than 2:00 p.m., London time, three U.S. Government Securities Business Days before the date of the proposed Borrowing. Each such Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the Borrower requesting such Borrowing (or on whose behalf GEBV is requesting such Borrowing);

(ii) whether the requested Borrowing is to be an ABT Borrowing or a German Borrowing;

(iii) the aggregate amount and currency of the requested Borrowing;

(iv) the date of such Borrowing, which shall be a Business Day;

(v) in the case of a Borrowing denominated in U.S. Dollars, whether the requested Borrowing is to be a Term Benchmark Borrowing or (if applicable pursuant to Section 2.13) an RFR Borrowing;

(vi) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(vii) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.06.

If no currency is specified with respect to any requested Borrowing, then the requested Borrower shall be deemed to have selected Euros. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the relevant Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Notwithstanding any provision to the contrary, for as long as GYG has not obtained the approval of its supervisory board pursuant to paragraph VII (6) of the supervisory board's by-laws (*Geschäftsordnung des Aufsichtsrats der* GYG) to incur any Indebtedness under this Agreement in excess of €650,000,000, GYG shall not be entitled to request a Borrowing if as a result of that requested Borrowing, the aggregate outstanding amount of Loans made to GYG would exceed €650,000,000.

SECTION 2.04. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, each of the Borrowers may request the issuance (or the amendment, renewal or extension) of Letters of Credit denominated in U.S. Dollars, Euros or Pounds Sterling for its own account, in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the ABT Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by any Borrower to, or entered into by any Borrower with, any Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. On the Restatement Effective Date, each Issuing Bank that has issued an Existing Letter of Credit shall be deemed, without further action by any party hereto, to have granted in accordance with paragraph (d) below to each Lender, and each Lender shall be deemed to have purchased from such Issuing Bank, a participation in each such Letter of Credit. The Issuing Banks and Lenders that are also party to the Existing Credit Agreement agree that, concurrently with such grant, the participations in the Existing Letters of Credit granted to the lenders under the Existing Credit Agreement shall be automatically canceled without further action by any of the parties thereto. On and after the Restatement Effective Date each Existing Letter of Credit shall constitute a Letter of Credit for all purposes hereof. Any Lender that issued an Existing Letter of Credit but shall not have entered into an Issuing Bank Agreement shall have the rights of an Issuing Bank as to such Letter of Credit for purposes of this Section 2.04.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the applicable Borrower, or GEBV on behalf of such Borrower, shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to an Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall

comply with paragraph (c) of this Section), the amount and currency of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by any Issuing Bank, the applicable Borrower, or GEBV on behalf of such Borrower, also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit; provided that any provisions in any such letter of credit application that create Liens securing the obligations of such Borrower thereunder or that are inconsistent with the provisions of this Agreement shall be of no force or effect. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the applicable Borrower and GEBV shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, (i) the Aggregate ABT Credit Exposure shall not exceed the aggregate amount of the ABT Commitments, (ii) the ABT Credit Exposure of any ABT Lender shall not exceed such ABT Lender's ABT Commitment, (iii) the LC Exposure shall not exceed €75,000,000 and (iv) the portion of the LC Exposure attributable to Letters of Credit issued by any Issuing Bank shall not exceed the LC Commitment of such Issuing Bank; provided, however, that without limiting the foregoing and without affecting the limitations contained herein, it is understood and agreed that the applicable Borrower may from time to time request that an Issuing Bank issue Letters of Credit in excess of the LC Commitment of such Issuing Bank in effect at the time of such request; provided further that, no Issuing Bank shall have any obligation to issue such Letters of Credit in excess of the LC Commitment of such Issuing Bank. Any Letter of Credit so issued by an Issuing Bank in excess of the LC Commitment of such Issuing Bank then in effect shall nonetheless constitute a Letter of Credit for all purposes of this Agreement, and shall not affect the LC Commitment of such Issuing Bank or any other Issuing Bank, subject to the limitations on the aggregate LC Exposure set forth in clause (iii) of this Section 2.04(b). The Administrative Agent agrees, at the request of any Issuing Bank, to provide information to such Issuing Bank as to the Aggregate ABT Credit Exposure, the LC Exposures and the ABT Commitments.

(c) Expiration Date. Each Letter of Credit shall have an expiration date at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date. Any Letter of Credit may provide by its terms that it may be extended for additional successive one-year periods on terms reasonably acceptable to the applicable Issuing Bank (but subject to the proviso in the next sentence). Any Letter of Credit providing for automatic extension shall be extended upon the then-current expiration date without any further action by any Person unless the applicable Issuing Bank shall have given notice to the applicable beneficiary (with a copy to the applicable Borrower) of the election by such Issuing Bank not to extend such Letter of Credit, such notice to be given not fewer than 60 days prior to the then-current expiration date of such Letter of Credit; provided that no Letter of Credit may be extended automatically or otherwise beyond the date that is five Business Days prior to the Maturity Date.

(d) Participations. Effective with respect to the Existing Letters of Credit upon the occurrence of the Restatement Effective Date, and effective with respect to each other Letter of Credit (and each amendment to a Letter of Credit increasing the amount thereof) upon the issuance (or increase) thereof, and without any further action on the part of the applicable Issuing Bank or the Lenders, each Issuing Bank hereby grants to each ABT Lender, and each ABT Lender hereby acquires from such Issuing Bank, a participation in each Letter of Credit equal to such Lender's ABT Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each ABT Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's ABT Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the applicable Borrower on the date due as provided in paragraph (e) of this Section, or such Lender's ABT Percentage of any reimbursement payment in respect of an LC Disbursement required to be

refunded to any Borrower for any reason, each such payment to be made in the currency of such LC Disbursement. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit, the occurrence and continuance of a Default, any reduction of its ABT Commitment or the aggregate amount of the ABT Commitments or any *force majeure* or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under any Letter of Credit after the expiration thereof or of the ABT Commitments.

(e) Reimbursement. If any Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement, in the currency in which such LC Disbursement is made, not later than 1:30 p.m., London time, on the second Business Day following the date on which such Borrower or GEBV shall have received notice of such LC Disbursement; provided that, if the amount of such LC Disbursement is at least equal to the Borrowing Minimum in the applicable currency but not greater than the amount then available to be borrowed as a Revolving Borrowing or Swingline Borrowing for the purposes of this Section 2.04(e), the applicable Borrower may, subject to the condition precedent to such Borrowing set forth in Section 4.02(b), request in accordance with Section 2.03 or 2.05 that such payment be financed with a Revolving Borrowing or a Swingline Borrowing and, to the extent so financed, such Borrower's obligation to make such payment shall be discharged and replaced by the resulting Revolving Borrowing or Swingline Borrowing. If the applicable Borrower fails to make such payment when due and such Borrower does not make a Revolving Borrowing or Swingline Borrowing in the amount of such payment, in the case of each LC Disbursement, the Administrative Agent shall notify each ABT Lender of such LC Disbursement, the amount of the payment then due from such Borrower in respect thereof and such Lender's ABT Percentage thereof, and each ABT Lender shall pay to the Administrative Agent on the date such notice is received its ABT Percentage of the payment then due from such Borrower, in the same manner as provided in Section 2.06 with respect to ABT Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the ABT Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the ABT Lenders. Promptly following receipt by the Administrative Agent of any payment from a Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that ABT Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. No payment made by an ABT Lender pursuant to this paragraph to reimburse any Issuing Bank for any LC Disbursement (other than the funding of Revolving Loans or Swingline Loans as contemplated above) shall constitute a Loan or relieve the applicable Borrower of its obligation to reimburse such LC Disbursement. If the reimbursement by a Borrower of, or obligation to reimburse, any amounts in U.S. Dollars or Pounds Sterling would subject the Administrative Agent, the applicable Issuing Bank or any Lender to any stamp duty, ad valorem charge or similar tax that would not be payable if such reimbursement were made or required to be made in Euros, such Borrower shall, at its option, either (x) pay the amount of any such tax requested by the Administrative Agent, the applicable Issuing Bank or Lender or (y) reimburse in Euros each LC Disbursement made in U.S. Dollars or Pounds Sterling, in an amount equal to the Euro Equivalent, calculated using the applicable LC Exchange Rate on the date such LC Disbursement is reimbursed (or on the applicable LC Participation Calculation Date, if such date shall have occurred), of such LC Disbursement.

(f) Obligations Absolute. Each Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any

term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by any Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, (iv) any claim or defense against the beneficiary of any Letter of Credit, any transferee of any Letter of Credit, the Administrative Agent, any Lender or any other Person, whether in connection with this Agreement, any Letter of Credit, the transactions contemplated hereby or any unrelated transactions (including the underlying transaction between any Borrower or any GEBV Subsidiary and the beneficiary of any Letter of Credit), (v) the occurrence of any Default, (vi) any *force majeure* or other event that under any rule of law or uniform practices to which any Letter of Credit is subject (including Section 3.14 of ISP 98 or any successor publication of the International Chamber of Commerce) permits a drawing to be made under such Letter of Credit after the stated expiration date thereof or of the ABT Commitments or (vii) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of or defense against, or provide a right of setoff against, any Borrower's obligations hereunder. None of the Administrative Agent, the Lenders or the Issuing Banks, or any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Banks; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to a Borrower to the extent of any damages suffered by such Borrower or any Lender that are caused by such Issuing Bank's gross negligence or willful misconduct as determined in a final, non-appealable judgment by a court of competent jurisdiction. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, acting in good faith, either accept and make payment upon such documents without responsibility for further investigation or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Administrative Agent and the applicable Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not (i) relieve such Borrower of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement or (ii) relieve any Lender's obligation to acquire participations as required pursuant to paragraph (d) of this Section 2.04.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the applicable Borrower reimburses such LC Disbursement, (i) in the case of any LC Disbursement denominated in Euros, and at all times following the conversion to Euros of an LC Disbursement made in U.S. Dollars or Pounds Sterling pursuant to paragraph (l) of this Section, at the Swingline Rate plus the Applicable Rate for Swingline Loans, (ii) in the case of any LC Disbursement denominated in U.S. Dollars, at all times prior to its conversion to Euros pursuant to paragraph (l) of this Section, at the Alternate Base Rate (as defined in the First Lien Agreement) plus the Applicable Rate for Revolving Loans, and (iii) in the case of any LC Disbursement denominated in Pounds Sterling, at all times

prior to its conversion to Euros pursuant to paragraph (l) of this Section, a rate per annum reasonably determined by the applicable Issuing Bank (which determination will be conclusive absent manifest error) to represent its cost of funds plus the Applicable Rate for Revolving Loans; provided that, if the applicable Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.12(b) shall apply. Interest accrued pursuant to this paragraph shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any ABT Lenders pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the accounts of such ABT Lenders to the extent of such payment.

(i) Replacement of Issuing Banks. Each Issuing Bank may be replaced at any time by written agreement among GEBV, the Administrative Agent, the replaced Issuing Bank and a successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of such Issuing Bank. At the time any such replacement shall become effective, the applicable Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.11(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of such Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of any Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the earlier of (i) the third Business Day after GEBV shall receive notice from the Administrative Agent or the Majority Lenders demanding the deposit of cash collateral pursuant to this paragraph and (ii) the date on which the maturity of the Loans shall be accelerated or the ABT Commitments terminated, the Borrowers shall deposit in an account or accounts with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to the sum of (i) the aggregate undrawn amount of all outstanding Letters of Credit and (ii) the aggregate amount of all unreimbursed LC Disbursements and all interest accrued and unpaid thereon. Amounts payable under the preceding sentence in respect of any Letter of Credit or LC Disbursement shall be payable in the currency of such Letter of Credit or LC Disbursement. The obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to any Borrower described in clause (h) or (i) of Section 7.01. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrowers under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account or accounts. Other than any interest earned on the investment of such deposits, which investment shall be in Temporary Cash Investments and shall be made in the discretion of the Administrative Agent (or, at any time when no Default or Event of Default has occurred and is continuing, shall be made at the direction of GEBV) and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account or accounts. Moneys in such account or accounts shall be applied by the Administrative Agent to reimburse each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposures representing more than 50% of the LC Exposures and the Issuing Banks with outstanding Letters of Credit), be applied to satisfy other obligations of the Borrowers under this Agreement. If the Borrowers are required to provide an amount of cash collateral under this paragraph, then (1) if the maturity of the Loans has not been accelerated and the LC Exposure shall be reduced to an amount below the amount so deposited, the

Administrative Agent will return to the Borrowers any excess of the amount so deposited over the LC Exposure and (2) such amount (to the extent not applied as provided above in this paragraph) shall be returned to the Borrowers within three Business Days after all Events of Default have been cured or waived.

(k) Issuing Bank Reports. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall report in writing to the Administrative Agent (i) on or prior to each Business Day on which such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the currency and aggregate face amount of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amount thereof shall have changed), it being understood that such Issuing Bank shall not effect any issuance, renewal, extension or amendment resulting in an increase in the amount of any Letter of Credit without first obtaining written confirmation from the Administrative Agent that such increase is then permitted under this Agreement, (ii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date, currency and amount of such LC Disbursement, (iii) on any Business Day on which any Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the currency and amount of such LC Disbursement and (iv) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(l) Conversion. In the event that the Loans become immediately due and payable on any date pursuant to Article VII, all amounts (i) that the Borrowers are at the time or become thereafter required to reimburse or otherwise pay to the Administrative Agent in respect of LC Disbursements made under any Letter of Credit denominated in U.S. Dollars or Pounds Sterling (other than amounts in respect of which the Borrowers have deposited cash collateral, if such cash collateral was deposited in the applicable currency), (ii) that the Lenders are at the time or become thereafter required to pay to the Administrative Agent (and the Administrative Agent is at the time or becomes thereafter required to distribute to the applicable Issuing Bank) pursuant to paragraph (e) of this Section in respect of unreimbursed LC Disbursements made under any Letter of Credit denominated in U.S. Dollars or Pounds Sterling and (iii) of each Lender's participation in any Letter of Credit denominated in U.S. Dollars or Pounds Sterling under which an LC Disbursement has been made shall, automatically and with no further action required, be converted into the Euro Equivalent, calculated using the LC Exchange Rates on such date (or in the case of any LC Disbursement made after such date, on the date such LC Disbursement is made), of such amounts. On and after such conversion, all amounts accruing and owed to the Administrative Agent, any Issuing Bank or any Lender in respect of the obligations described in this paragraph shall accrue and be payable in Euros at the rates otherwise applicable hereunder.

SECTION 2.05. Swingline Loans. (a) Subject to the terms and conditions set forth herein, each Swingline Lender agrees to make Swingline Loans to the Borrowers from time to time during the ABT Availability Period in Euros in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding €175,000,000, (ii) the aggregate principal amount of outstanding Swingline Loans made by such Swingline Lender exceeding its Swingline Commitment, (iii) the Aggregate ABT Credit Exposure exceeding the aggregate amount of the ABT Commitments or (iv) the ABT Credit Exposure of any Lender exceeding its ABT Commitment; provided that no Swingline Lender shall be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Swingline Loans.

(b) (i) To request a Swingline Loan directly from one or more Swingline Lenders, a Borrower shall notify the Administrative Agent and each applicable Swingline Lender of such request by delivering a Borrowing Request not later than 12:00 noon (or such later time as the applicable Swingline Lender may agree,

but in any case no later than 1:00 p.m.), London time, on the day of such proposed Swingline Loan. Each such Borrowing Request shall be irrevocable (other than as provided in Section 2.13) and shall be effected by telecopy or email of scanned electronic format of a written Borrowing Request signed by the applicable Borrower or by GEBV on behalf of such Borrower (promptly followed by telephonic confirmation of such request) to the Administrative Agent. Each such Borrowing Request shall be irrevocable (other than as provided in Section 2.13) and shall specify the requested date (which shall be a Business Day), the amount of the requested Swingline Loan, which shall be in an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum, and the location and number of the account of the applicable Borrower to which funds are to be disbursed or, in the case of any Swingline Loan requested to finance the reimbursement of an LC Disbursement as provided in Section 2.04(e), the identity of the Issuing Bank that has made such LC Disbursement. The Administrative Agent will promptly advise each applicable Swingline Lender of any such Borrowing Request received from a Borrower. Each applicable Swingline Lender shall make each Swingline Loan to be made by it available to the applicable Borrower by means of a wire transfer to the account specified in such Borrowing Request (which account, in the case of GYO, shall be an account held by GYO outside of the Grand Duchy of Luxembourg) or to the applicable Issuing Bank, as the case may be, by 3:00 p.m., London time, on the requested date of such Swingline Loan.

(ii) To request that the Swingline Lenders provide Swingline Loans on a ratable basis in accordance with the amounts of their respective Swingline Commitments ("Ratable Swingline Loans"), a Borrower shall notify the Administrative Agent of such request by delivering a Borrowing Request not later than 11:00 a.m. (or such later time as the Administrative Agent may agree, but in any case no later than 12:00 noon), London time, on the day of such proposed Ratable Swingline Loans. Each such Borrowing Request shall be irrevocable (other than as provided in Section 2.13) and shall be effected by telecopy or email of scanned electronic format of a written Borrowing Request signed by the applicable Borrower or by GEBV on behalf of such Borrower (promptly followed by telephonic confirmation of such request) to the Administrative Agent. Each such Borrowing Request shall be irrevocable (other than as provided in Section 2.13) and shall specify the requested date (which shall be a Business Day) of the requested Ratable Swingline Loans, the aggregate amount of the requested Ratable Swingline Loans, which shall be in an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum, and the location and number of the account of the applicable Borrower to which funds are to be disbursed or, in the case of any Ratable Swingline Loans requested to finance the reimbursement of an LC Disbursement as provided in Section 2.04(e), the identity of the Issuing Bank that has made such LC Disbursement. The Administrative Agent will promptly advise each Swingline Lender of any such Borrowing Request received from a Borrower and of the amount of the Swingline Loan required to be made by such Swingline Lender as part of such Ratable Swingline Loan. Each Swingline Lender shall make each such Swingline Loan to be made by it available on the requested date thereof by wire transfer of immediately available funds by 3:00 p.m., London time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. Promptly after its receipt of all such wire transfers from the Swingline Lenders, the Administrative Agent will make the proceeds of such Swingline Loans available to the relevant Borrower by crediting the amounts received, in like funds, to an account designated by such Borrower in the applicable Borrowing Request (which account, in the case of GYO, shall be an account held by GYO outside of the Grand Duchy of Luxembourg).

(iii) Each Swingline Lender at its option may make any Swingline Loan by causing any domestic or foreign branch or Affiliate of such Swingline Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan, or the obligation of any Lender to acquire a participation therein, in accordance with the terms of this Agreement.

(c) Each Swingline Lender may, by written notice given to the Administrative Agent not later than 12:00 noon, London time, on any Business Day (each date on which such notice is given, a "Notice Date")

require the ABT Lenders to acquire participations on the second Business Day after the Notice Date in all or a portion of such Swingline Lender's outstanding Swingline Loans, and such Swingline Loans shall be continued on the second Business Day after the Notice Date as a Term Benchmark Borrowing having an Interest Period of one week's duration; provided that a Swingline Lender shall not give such notice to the Administrative Agent unless it shall have first given the applicable Borrower notice by 2:00 p.m., London time, on the Business Day immediately preceding the Notice Date of its intent to give such notice to the Administrative Agent and the applicable Borrower shall not have given such Swingline Lender notice by 9:00 a.m., London time, on the Notice Date that it agrees to repay such Swingline Loans on or prior to the second Business Day after the Notice Date. Such notice from a Swingline Lender to the Administrative Agent shall specify the aggregate amount of Swingline Loans in which ABT Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each ABT Lender, specifying in such notice such Lender's ABT Percentage of such Swingline Loan or Swingline Loans. Each ABT Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the applicable Swingline Lender, such Lender's ABT Percentage of such Swingline Loan or Swingline Loans. Each ABT Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the ABT Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each ABT Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the ABT Lenders), and the Administrative Agent shall promptly pay to the applicable Swingline Lender the amounts so received by it from the ABT Lenders. The Administrative Agent shall notify the applicable Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the applicable Swingline Lender. Any amounts received by a Swingline Lender from the applicable Borrower (or other party on behalf of such Borrower) in respect of a Swingline Loan after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the ABT Lenders that shall have made their payments pursuant to this paragraph and to such Swingline Lender, as their interests may appear, provided that any such payment so remitted shall be repaid to such Swingline Lender or the Administrative Agent, as the case may be, if and to the extent such payment is required to be refunded to the applicable Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the applicable Borrower of any default in the payment thereof.

SECTION 2.06. Funding of Borrowings. (a) Each Lender shall make each Loan (other than a Swingline Loan) to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:30 p.m., London time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the relevant Borrower by promptly crediting the amounts so received, in like funds, to an account designated by such Borrower in the applicable Borrowing Request (which account, in the case of GYO, shall be an account held by GYO outside of the Grand Duchy of Luxembourg). The Administrative Agent will transfer the applicable funds to the applicable Borrower by 2:00 p.m., London time, that have been transferred by Lenders to the Administrative Agent in respect of Loans made by such Lenders on the proposed date of a Borrowing.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share

available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the relevant Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and such Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of such Borrower, the interest rate applicable to the subject Loan. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. It is agreed that no payment by any Borrower under this paragraph will be subject to any break-funding payment under Section 2.15.

SECTION 2.07. Continuation of Borrowings. (a) Each Term Benchmark Borrowing shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the relevant Borrower may elect to continue such Borrowing, and may elect Interest Periods therefor, all as provided in this Section. The relevant Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make a continuation pursuant to this Section, GEBV on behalf of the applicable Borrower, shall notify the Administrative Agent of such continuation by delivering a Continuation Request by the time that a Borrowing Request would be required under Section 2.03. Each such Continuation Request shall be irrevocable (other than as provided in Section 2.13) and shall be effected by telecopy or email of scanned electronic format of a written Continuation Request signed by GEBV on behalf of the applicable Borrower (promptly followed by telephonic confirmation of such request) to the Administrative Agent.

(c) Each telephonic and written Continuation Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Continuation Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Continuation Request, which shall be a Business Day; and

(iii) the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Continuation Request does not specify an Interest Period, then the relevant Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of a Continuation Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the relevant Borrower fails to deliver a timely Continuation Request with respect to a Term Benchmark Borrowing on or prior to the third Business Day preceding the end of the Interest Period applicable thereto, then such Borrowing shall at the end of the Interest Period applicable thereto be continued as a Term Benchmark Borrowing for an additional Interest Period of one week. Notwithstanding any contrary

provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Majority Lenders, so notifies GEBV, then, so long as an Event of Default is continuing, each Term Benchmark Borrowing shall be continued at the end of the Interest Period applicable thereto as a Term Benchmark Borrowing with an Interest Period of one month's duration.

SECTION 2.08. Termination of Commitments; Reductions of Commitments. (a) Unless previously terminated, the Commitments, each LC Commitment and each Swingline Commitment shall terminate on the Maturity Date.

(b) GEBV may at any time terminate, or from time to time reduce, the Commitments of any Tranche; provided that (i) each reduction of such Commitments shall be in an amount that is an integral multiple of €1,000,000 and not less than €5,000,000, (ii) GEBV shall not terminate or reduce the ABT Commitments if, after giving effect to any concurrent prepayment of the ABT Loans in accordance with Section 2.10, (A) the Aggregate ABT Credit Exposure would exceed the aggregate amount of the ABT Commitments or (B) the ABT Credit Exposure of any ABT Lender would exceed such ABT Lender's ABT Commitment and (iii) GEBV shall not terminate or reduce the German Commitments if, after giving effect to any concurrent prepayment of the German Loans in accordance with Section 2.10, the Aggregate German Credit Exposure would exceed the aggregate amount of the German Commitments.

(c) GEBV shall notify the Administrative Agent of any election to terminate or reduce the Commitments of any Tranche under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each notice delivered by GEBV pursuant to this Section shall be irrevocable; provided that a notice of termination of all the Commitments under any Tranche delivered by GEBV may state that such notice is conditioned upon the effectiveness of other credit facilities or financings, in which case such notice may be revoked by GEBV (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments of any Tranche shall be permanent. Each reduction of the Commitments of any Tranche shall be made ratably among the applicable Lenders in accordance with their respective Commitments of such Tranche. Notwithstanding anything to the contrary contained herein, this Section 2.08 shall not apply to a termination of Commitments under Section 2.18.

SECTION 2.09. Repayment of Loans; Evidence of Debt. (a) Each Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Borrowing of such Borrower on the Maturity Date and (ii) to each Swingline Lender the then unpaid principal amount of each Swingline Loan made by such Swingline Lender on the earlier of the Maturity Date and the 10th Business Day after such Swingline Loan is made; provided, however, that on each date that an ABT Borrowing is made, the Borrowers shall repay all Swingline Loans that are outstanding on the date such ABT Borrowing is made. The Borrowers will repay the principal amount of each Loan and the accrued interest thereon in the currency of such Loan.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of each Borrower to such Lender resulting from each Loan made or held by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and, in the case of Term Benchmark Loans, the Interest

Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein (including any failure to record the making or repayment of any Loan) shall not in any manner affect the obligation of any Borrower to repay the Loans in accordance with the terms of this Agreement or prevent any Borrower's obligations in respect of Loans from being discharged to the extent of amounts actually paid in respect thereof.

(e) Any Lender may request that Loans of any Class made by it be evidenced by a promissory note. In such event, each Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in substantially the form set forth in Exhibit C-1 hereto, in the case of ABT Loans, or Exhibit C-2 hereto, in the case of German Loans. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.10. Prepayment of Loans. (a) Any Borrower shall have the right at any time and from time to time to prepay any Borrowing of such Borrower in whole or in part, subject to prior notice in accordance with paragraph (d) of this Section.

(b) In the event and on each occasion that the (i) sum of the Aggregate ABT Credit Exposure and Aggregate German Credit Exposure exceeds the total Commitments, (ii) the Aggregate ABT Credit Exposure exceeds the aggregate amount of the ABT Commitments or (iii) the Aggregate German Credit Exposure exceeds the aggregate amount of the German Commitments, GEBV shall (and/or shall cause other Borrowers to) prepay Revolving Borrowings, or Revolving Borrowings of the applicable Tranche, in an aggregate amount equal to such excess, and in the event that after such prepayment of Borrowings any such excess shall remain, GEBV shall (and/or shall cause other Borrowers to) deposit cash in an amount equal to such excess as collateral for the reimbursement obligations of the Borrowers in respect of Letters of Credit. Any cash so deposited (and any cash previously deposited pursuant to this paragraph) with the Administrative Agent shall be held in an account over which the Administrative Agent shall have dominion and control to the exclusion of the Borrowers and their Subsidiaries, including the exclusive right of withdrawal. Other than any interest earned on the investment of such deposits, which investment shall be in Temporary Cash Investments and shall be made in the discretion of the Administrative Agent (or, at any time when no Default or Event of Default has occurred and is continuing, shall be made at the direction of GEBV) and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of the Majority Lenders), be applied to satisfy other obligations of the Borrowers under this Agreement. If the Borrowers have provided cash collateral to secure the reimbursement obligations of the Borrowers in respect of Letters of Credit, then, so long as no Event of Default shall exist, such cash collateral shall be released to the Borrowers if so requested by GEBV at any time if and to the extent that, after giving effect to such release, the Aggregate ABT Credit Exposure would not exceed the aggregate amount of the ABT Commitments.

(c) Prior to any optional or mandatory prepayment of Borrowings hereunder, GEBV shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to paragraph (d) of this Section.

(d) GEBV shall notify the Administrative Agent by telecopy or email of scanned electronic format (promptly followed by telephonic confirmation) of any prepayment hereunder (i) in the case of prepayment of a Term Benchmark Borrowing denominated in U.S. Dollars, not later than 2:00 p.m., London time, three Business Days before the date of prepayment, (ii) in the case of prepayment of a Term Benchmark Borrowing denominated in Euros, not later than 2:00 p.m., London time, three Business Days before the date of prepayment, (iii) in the case of prepayment of an RFR Borrowing denominated in Pounds Sterling, not later than 2:00 p.m., London time, three Business Days before the date of prepayment, (iv) in the case of prepayment of an RFR Borrowing denominated in U.S. Dollars, not later than 2:00 p.m., London time, three Business Days before the date of prepayment and (v) in the case of prepayment of a Swingline Loan, not later than 12:00 noon, London time, on the date of prepayment; provided that if the Borrowers shall be required to make any prepayment hereunder by reason of Section 2.10(b), such notice shall be delivered not later than the time at which such prepayment is made. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments under any Tranche as contemplated by Section 2.08, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.08. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing (other than pursuant to Section 2.10(b)) shall be in an amount that would be permitted in the case of an advance of a Borrowing as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.12. Notwithstanding anything to the contrary contained herein, this Section 2.10 shall not apply to a prepayment of Loans under Section 2.18.

SECTION 2.11. Fees. (a) GEBV agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the Applicable Rate on the daily unused amount of each Commitment of such Lender during the period from and including the Restatement Effective Date to but excluding the date on which such Commitment terminates. Commitment fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such date and on the date on which the Commitments are terminated, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing commitment fees with respect to Commitments, an ABT Commitment of a Lender shall be deemed to be used to the extent of the outstanding ABT Loans and LC Exposure of such Lender (but not the Swingline Exposure of such Lender, which shall be disregarded for such purpose except to the extent such Lender shall have acquired a participation therein pursuant to Section 2.05(c)).

(b) GEBV agrees to pay (i) to the Administrative Agent, for the account of each ABT Lender, a participation fee with respect to its participations in Letters of Credit, which shall accrue at the Applicable Rate for Revolving Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Restatement Effective Date to but excluding the later of the date on which such Lender's ABT Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate or rates per annum separately agreed upon between Goodyear and such Issuing Bank on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit issued by such Issuing Bank during the period

from and including the Restatement Effective Date to but excluding the later of the date the LC Commitment of such Issuing Bank is reduced to zero and the date on which there ceases to be any LC Exposure attributable to Letters of Credit issued by such Issuing Bank, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Restatement Effective Date; provided that all such fees shall be payable on the date on which the ABT Commitments terminate and any such fees accruing after the date on which the ABT Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days (or, in the case of Letters of Credit denominated in Pounds Sterling, 365 days) and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Goodyear agrees to pay (or to cause GEBV to pay) to the Administrative Agent, for its own account, fees in the amounts and at the times separately agreed upon between Goodyear and the Administrative Agent.

(d) All fees and other amounts payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the Issuing Banks, in the case of fees payable to them) for distribution, where applicable, to the Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.12. Interest. (a) The Term Benchmark Loans comprising each Term Benchmark Borrowing denominated in U.S. Dollars shall bear interest at the Adjusted Term SOFR plus the Applicable Rate. The Term Benchmark Loans comprising each Term Benchmark Borrowing denominated in Euros shall bear interest at the Adjusted EURIBO Rate plus the Applicable Rate. The RFR Loans comprising each RFR Borrowing denominated in Pounds Sterling shall bear interest at the Daily Simple SONIA plus the Applicable Rate. The RFR Loans comprising each RFR Borrowing denominated in U.S. Dollars (if applicable pursuant to Section 2.13) shall bear interest at the Adjusted Daily Simple SOFR plus the Applicable Rate. Swingline Loans shall bear interest at the Swingline Rate plus the Applicable Rate.

(b) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by any Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2.00% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2.00% plus the interest rate that would have applied had such amount, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods of one month's duration.

(c) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Commitments of the applicable Tranche; provided that (i) interest accrued pursuant to paragraph (b) of this Section shall be payable on demand, and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(d) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest on RFR Loans denominated in Pounds Sterling shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Adjusted Term SOFR, Term SOFR, Adjusted Daily Simple

RFR and Swingline Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.13. Alternate Rate of Interest. (a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.13, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing (or, in the case of any Term Benchmark Borrowing denominated in U.S. Dollars with an Interest Period of one week's duration, at any time during such Interest Period), that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR or the Adjusted EURIBO Rate for the applicable Agreed Currency and such Interest Period (including (I) in the case of any Term Benchmark Borrowing denominated in U.S. Dollars with an Interest Period of one week's duration, because adequate and reasonable means do not exist for ascertaining the Daily Simple SOFR or (II) because the Relevant Screen Rate is not available or published on a current basis for the applicable Agreed Currency and such Interest Period) (provided that no Benchmark Transition Event shall have occurred at such time), (B) at any time for an RFR Borrowing, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple RFR for the applicable Agreed Currency (provided that no Benchmark Transition Event shall have occurred at such time), or (C) at any time for a Swingline Borrowing, that adequate and reasonable means do not exist for ascertaining the Swingline Rate; or

(ii) the Administrative Agent is advised by the Majority Lenders (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing (or, in the case of any Term Benchmark Borrowing denominated in U.S. Dollars with an Interest Period of one week's duration, at any time during such Interest Period), that the Adjusted Term SOFR or the Adjusted EURIBO Rate for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders (or any Lender) of making or maintaining their Term Benchmark Loans (or its Term Benchmark Loan) included in such Term Benchmark Borrowing for the applicable Agreed Currency and such Interest Period, (B) at any time for an RFR Borrowing, that the applicable Adjusted Daily Simple RFR for the applicable Agreed Currency will not adequately and fairly reflect the cost to such Lenders (or any Lender) of making or maintaining their RFR Loans (or its RFR Loan) included in such RFR Borrowing for the applicable Agreed Currency, or (C) at any time for a Swingline Borrowing, that the Swingline Rate will not adequately and fairly reflect the cost to such Lenders (or any Lender) of making or maintaining their Swingline Loans (or its Swingline Loan) included in such Swingline Borrowing;

then the Administrative Agent shall give notice thereof (an "Unavailability Notice") to GEBV and the Lenders by telephone (confirmed by telecopy or email of scanned electronic format), telecopy or email as promptly as practicable thereafter and, until (x) the Administrative Agent notifies GEBV and the Lenders that the circumstances giving rise to such Unavailability Notice no longer exist with respect to the relevant Benchmark and (y) the applicable Borrower delivers a new Continuation Request in accordance with Section 2.07 or a new Borrowing Request in accordance with Section 2.03, the rate of interest that shall apply to such Borrowing for the applicable Agreed Currency and such Interest Period shall be (A) in the case of a Term Benchmark Borrowing denominated in U.S. Dollars and for any Interest Period, (I) if the Adjusted Daily Simple SOFR is not also the subject of Section 2.13(a)(i) or 2.13(a)(ii), then the Adjusted Daily Simple SOFR (it being understood that, in these circumstances, a Term Benchmark Borrowing denominated in U.S. Dollars with an

Interest Period of one-week's duration shall remain unaffected) or (II) if the Adjusted Term SOFR and the Adjusted Daily Simple SOFR are each the subject of Section 2.13(a)(i) or 2.13(a)(ii), then such rate as the Administrative Agent shall determine (in consultation with GEBV) adequately and fairly reflects the cost to such Lenders (or Lender) of making or maintaining such Term Benchmark Loans (or such Term Benchmark Loan) denominated in U.S. Dollars for such Interest Period included in such Term Benchmark Borrowing plus the Applicable Rate for Revolving Loans, (B) in the case of a Term Benchmark Borrowing denominated in Euros and for any Interest Period, such rate as the Administrative Agent shall determine (in consultation with GEBV) adequately and fairly reflects the cost to such Lenders (or Lender) of making or maintaining such Term Benchmark Loans (or such Term Benchmark Loan) denominated in Euros for such Interest Period included in such Term Benchmark Borrowing plus the Applicable Rate for Revolving Loans, (C) in the case of an RFR Borrowing in the applicable Agreed Currency, such rate as the Administrative Agent shall determine (in consultation with GEBV) adequately and fairly reflects the cost to such Lenders (or Lender) of making or maintaining such RFR Loans (or such RFR Loan) in the applicable Agreed Currency included in such RFR Borrowing plus the Applicable Rate for Revolving Loans or (D) in the case of a Swingline Borrowing, such rate as the Administrative Agent shall determine (in consultation with GEBV) adequately and fairly reflects the cost to such Lenders (or Lender) of making or maintaining such Swingline Loans (or such Swingline Loan) included in such Swingline Borrowing plus the Applicable Rate for Swingline Loans. If an Unavailability Notice is delivered in respect of any Borrowing, the applicable Borrower (or GEBV on its behalf) may elect by notice to the Administrative Agent to revoke its request that such Borrowing be made or continued, in which event Section 2.15 shall not apply (except that Lenders shall be entitled to receive their actual out-of-pocket losses, costs and expenses, if any, in connection with such Borrowing not being made or continued).

(b) Notwithstanding anything to the contrary herein or in any other Credit Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" with respect to U.S. Dollars for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Credit Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" with respect to any Agreed Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Credit Document in respect of any Benchmark setting at or after 5:00 p.m., New York City time, on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders of each Class.

(c) The Administrative Agent will have the right, in consultation with GEBV, to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(d) The Administrative Agent will promptly notify GEBV and the Lenders of (i) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below of this Section 2.13 and (v)

the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.13, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 2.13.

(e) Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or the EURIBO Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (e)(i) of this Section 2.13 either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon GEBV's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) to the extent such Benchmark Unavailability Period is with respect to any Benchmark applicable to any Term Benchmark Loan, the rate of interest that shall apply to such Term Benchmark Loans shall be (A) in the case of a Term Benchmark Borrowing denominated in U.S. Dollars and for any Interest Period, (I) if the Adjusted Daily Simple SOFR is not also the subject of Section 2.13(a)(i) or 2.13(a)(ii), then the Adjusted Daily Simple SOFR (it being understood that, in these circumstances, a Term Benchmark Loan denominated in U.S. Dollars with an Interest Period of one-week's duration shall remain unaffected) or (II) if the Adjusted Term SOFR and the Adjusted Daily Simple SOFR are each the subject of Section 2.13(a)(i) or 2.13(a)(ii), then such rate as the Administrative Agent shall determine (in consultation with GEBV) adequately and fairly reflects the cost to the Lenders (or Lender) of making or maintaining such Term Benchmark Loans (or such Term Benchmark Loan) denominated in U.S. Dollars for the applicable Interest Period plus the Applicable Rate for Revolving Loans or (B) in the case of a Term Benchmark Borrowing denominated in Euros and for any Interest Period, such rate as the Administrative Agent shall determine (in consultation with GEBV) adequately and fairly reflects the cost to the Lenders (or Lender) of making or maintaining such Term Benchmark Loans (or such Term Benchmark Loan) denominated in Euros for the applicable Interest Period plus the Applicable Rate for Revolving Loans and (ii) to the extent such Benchmark Unavailability Period is with respect to any Benchmark applicable to any RFR Loan in any Agreed Currency, the rate of interest that shall apply to such RFR Loans in the applicable Agreed Currency shall be such rate as the Administrative Agent shall determine (in consultation with GEBV) adequately and fairly reflects the cost to the Lenders (or Lender) of making or maintaining such RFR Loans (or such RFR Loan) in the applicable Agreed Currency plus the Applicable Rate for Revolving Loans. Upon GEBV's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to any Benchmark applicable to any Loan, the applicable Borrower (or GEBV on its behalf) may elect by notice to the Administrative Agent to revoke any request for a Borrowing of or continuation of any such Loan to be made or continued during such Benchmark Unavailability Period, in which event Section 2.15 shall not apply (except that Lenders shall be entitled to receive their actual out-of-pocket losses, costs and expenses, if any, in connection with such Loan not being made or continued).

SECTION 2.14. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or any Issuing Bank; or

(ii) impose on any Lender, any Issuing Bank or the Administrative Agent, or on the applicable interbank market, any other condition (including Taxes on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto other than (A) Taxes on or with respect to any payment hereunder or under any other Credit Document, (B) Excluded Taxes and (C) Other Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder (whether of principal, interest or otherwise), in each case by an amount deemed by such Lender or Issuing Bank, as the case may be, to be material, then the applicable Borrower or Borrowers (being the Borrower or Borrowers in respect of the affected Commitments, Loans or Letters of Credit) will pay to such Lender or such Issuing Bank such additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines in good faith that any Change in Law regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, in each case by an amount deemed by such Lender or such Issuing Bank to be material as a consequence of this Agreement or the Commitment of such Lender or the Loans or participations in Letters of Credit held by such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company would have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the applicable Borrower or Borrowers (being the Borrower or Borrowers in respect of the affected Commitments, Loans or Letters of Credit) will pay to such Lender or such Issuing Bank such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to GEBV. The applicable Borrower or Borrowers shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof, unless such amount is being contested by GEBV in good faith.

(d) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or Issuing Bank notifies GEBV of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided

further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.15. Break Funding Payments. Except with respect to Term Benchmark Loans denominated in U.S. Dollars with a one week Interest Period, in the event of (a) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (unless such notice may be revoked or is deemed a request for a different Type of Borrowing under Section 2.13(a) or Section 2.13(f), but regardless of whether such notice may be revoked under Section 2.10(d) and is revoked in accordance therewith), or (c) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by GEBV pursuant to Section 2.18 or the CAM Exchange, then, in any such event, the Borrower of such Loan shall compensate each Lender for the loss, cost and expense attributable to such event (excluding any loss of margin or anticipated profit). A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to GEBV. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof, unless such amount is being contested by GEBV in good faith.

SECTION 2.16. Taxes. (a) Any and all payments by or on account of any obligation of any Borrower or any other Credit Party hereunder or under any other Credit Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if any Borrower or any other Credit Party shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions of such Taxes (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Issuing Bank, Swingline Lender or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made (and such Borrower or such Credit Party shall pay or Goodyear shall cause such Credit Party to pay such increased amount), (ii) such Borrower or such other Credit Party shall make such deductions and (iii) such Borrower or such other Credit Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) The relevant Borrower shall indemnify the Administrative Agent, each Issuing Bank, each Swingline Lender and each Lender within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent, such Issuing Bank, such Swingline Lender or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of such Borrower or any other Credit Party hereunder or under any other Credit Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to GEBV by a Lender, Issuing Bank or Swingline Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, Issuing Bank or Swingline Lender, shall be conclusive absent manifest error.

(c) In addition, the Borrowers shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(d) Each Lender shall severally indemnify the Administrative Agent for (i) any Taxes described in Section 2.16(a) (but, in the case of any Indemnified Taxes, only to the extent that the Borrowers have not already indemnified the Administrative Agent for such Taxes and without limiting the obligation of the Borrowers to do so) attributable to such Lender, (ii) any Taxes attributable to such Lender's failure to comply

with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are paid or payable by the Administrative Agent in connection with any Credit Document and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant taxing or other authority. The indemnity under this Section 2.16(d) shall be paid within 10 days after the Administrative Agent delivers to the applicable Lender a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by any Borrower or any other Credit Party to a Governmental Authority, such Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Any Lender that is entitled to an exemption from or reduction of withholding Tax under the law of the jurisdiction in which any Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to GEBV for the account of the relevant Borrower (with a copy to the Administrative Agent), at the time such Lender first becomes a party to this Agreement and at the time or times reasonably requested by GEBV or the Administrative Agent or prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by GEBV or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding; provided that such Lender has received written notice from GEBV advising it of the availability of such exemption or reduction and supplying all applicable documentation; and provided further that no such written notice shall be required with respect to any documentation necessary to comply with the applicable reporting requirements of FATCA (as described in Section 2.16(g)) or the applicable IRS Form W-8 a Foreign Lender is required to deliver to Goodyear to permit payments to be made without withholding of U.S. Federal income Tax (or at a reduced rate of U.S. withholding Tax). In addition, any Lender, if reasonably requested by the relevant Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by such Borrower or the Administrative Agent as will enable such Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in this Section 2.16(f), the completion, execution and submission of such documentation shall not be required if in the Lender's judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

Each Lender agrees that if any form or certification previously delivered in accordance with this Section 2.16(f) or Section 2.16(g) expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Goodyear and the Administrative Agent in writing of its legal inability to do so.

(g) If a payment made to a Lender under any Credit Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to GEBV for the account of the relevant Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by GEBV or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by GEBV for the account of the relevant

Borrower or the Administrative Agent as may be necessary for the relevant Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(h) For purposes of determining withholding Taxes imposed under FATCA, from and after the Restatement Effective Date, the Borrowers and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 2.17. Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) Except as required or permitted under Section 2.06, 2.14, 2.15, 2.16, 2.18, 2.19, 2.21 or 9.03, each Borrowing, each payment or prepayment of principal of any Borrowing or of any LC Disbursement, each payment of interest on the Loans, each payment of fees (other than fees payable to the Issuing Banks), each reduction of the Commitments and each refinancing of any Borrowing with a Borrowing of any Type, shall be allocated pro rata among the Lenders in accordance with their respective Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans or LC Exposures). Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole Euro amount.

(b) The relevant Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.14, 2.15 or 2.16 or otherwise) prior to 1:00 p.m., London time, on the date when due, in immediately available funds, without setoff, counterclaim or other deduction. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account specified by the Administrative Agent for the account of the applicable Lenders or, in any such case, to such other account as the Administrative Agent shall from time to time specify in a notice delivered to GEBV, except payments to be made directly to an Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.14, 2.15, 2.16, 2.18, 2.19, 2.21 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person in appropriate ratable shares to the appropriate recipient or recipients promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Euros, except as otherwise expressly provided. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(c) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among

the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(d) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans or participations in LC Disbursements or Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements and Swingline Loans. If any such participations are purchased pursuant to the preceding sentence and all or any portion of the payments giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest. The provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in its Commitment or any of its Loans or participations in LC Disbursements or Swingline Loans to any assignee or participant, other than to GEBV or any Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law and under this Agreement, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from GEBV prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any Issuing Bank hereunder that the relevant Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Banks, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each of the Lenders or the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank, and to pay interest thereon, for each day from and including the date such amount shall have been distributed to it to but excluding the date of payment to or recovery by the Administrative Agent, at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(d) or (e), 2.05(c), 2.06(b), 2.17(e), 9.03(c) or any other provision requiring payment by such Lender for the account of the Administrative Agent, any Swingline Lender or any Issuing Bank, then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender for the benefit of the Administrative Agent, such Swingline Lender or such Issuing Bank to satisfy such Lender's obligations to it under such Section until all such unsatisfied obligations are fully paid, and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

SECTION 2.18. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.14 or Section 2.19 or if any Borrower is required to pay any additional amount to

any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14, 2.16 or 2.19, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. GEBV hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.14 or Section 2.19, (ii) any Credit Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, (iii) any Lender is a Defaulting Lender, (iv) any Lender has failed to consent to a proposed amendment or waiver that under Section 9.02 requires the consent of all the Lenders (or all the affected Lenders or all the Lenders of the affected Class) and with respect to which the Majority Lenders (or a majority in interest of all the affected Lenders or a majority in interest of all the Lenders of the affected Class) shall have granted their consent or (v) in connection with any Refinancing of the Commitments of any Class (and the Loans in respect thereof) in full, any Lender will (for any reason or no reason) not continue as a Lender following the consummation of such Refinancing, then GEBV may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee (chosen by GEBV) that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (A) GEBV shall have received the prior written consent of the Administrative Agent (and, in circumstances where its consent would be required under Section 9.04, each Issuing Bank and each Swingline Lender), which consent shall not unreasonably be withheld, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee or the Borrowers, as the case may be, (C) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or Section 2.19 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments and (D) in the case of any such assignment and delegation resulting from the failure to provide a consent, the assignee shall have given such consent and, as a result of such assignment and delegation and any contemporaneous assignments and delegations and consents, the applicable amendment or waiver can be effected. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by GEBV, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto. If any Lender shall become a Defaulting Lender, then GEBV, if requested to do so by any Issuing Bank or Swingline Lender, shall use commercially reasonable efforts (which shall not include the payment of any compensation) to identify an assignee willing to purchase and assume the interests, rights and obligations of such Lender under this Agreement and to require such Lender to assign and delegate all such interests, rights and obligations to such assignee in accordance with the preceding sentence.

SECTION 2.19. Additional Reserve Costs. (a) If and so long as any Lender is required to make special deposits with the Bank of England, to maintain reserve asset ratios or to pay fees, in each case in respect of such Lender's Loans, such Lender may require the relevant Borrower to pay, contemporaneously with each payment of interest on each of such Loans, additional interest on such Loans at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loans; provided that no Lender may request the payment of any amount under this paragraph to the extent resulting from a requirement imposed (other than as provided in Section 2.14) on such Lender by any Governmental

Authority (and not on Lenders or any class of Lenders generally) in respect of a concern expressed by such Governmental Authority with such Lender specifically, including with respect to its financial health.

(b) If and so long as any Lender is required to comply with reserve assets, liquidity, cash margin or other requirements of any monetary or other authority (including any such requirement imposed by the European Central Bank or the European System of Central Banks, but excluding requirements addressed by Section 2.19(a)) in respect of any of such Lender's Loans, such Lender may require the relevant Borrower to pay, contemporaneously with each payment of interest on each of such Lender's Loans subject to such requirements, additional interest on such Loans at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loans; provided that no Lender may request the payment of any amount under this paragraph to the extent resulting from a requirement imposed (other than as provided in Section 2.14) on such Lender by any Governmental Authority (and not on Lenders or any class of Lenders generally) in respect of a concern expressed by such Governmental Authority with such Lender specifically, including with respect to its financial health.

(c) Any additional interest owed pursuant to paragraph (a) or (b) above shall be determined by the relevant Lender, acting in good faith, which determination shall be conclusive absent manifest error, and notified to the relevant Borrower (with a copy to the Administrative Agent) at least five Business Days before each date on which interest is payable for the relevant Loans, and such additional interest so notified to the relevant Borrower by such Lender shall be payable to such Lender on each date on which interest is payable for such Loans.

SECTION 2.20. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender (with each express reference to the term "ABT Percentage" meaning, with respect to any Lender for purposes of this Section 2.20, the percentage of the ABT Commitments, disregarding any Defaulting Lender's ABT Commitment, represented by such Lender's ABT Commitment):

(a) fees shall cease to accrue on the unfunded portion of the Commitments of such Defaulting Lender pursuant to Section 2.11(a);

(b) the Commitments and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Majority Lenders or the Supermajority Lenders have taken or may take any action hereunder or under any other Credit Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of all Lenders or each Lender affected thereby;

(c) if any Swingline Exposure or LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender (other than any portion of such Swingline Exposure or LC Exposure attributable to Swingline Loans made or Letters of Credit issued by such Defaulting Lender in its capacity as a Swingline Lender or an Issuing Bank) shall be reallocated among the non-Defaulting Lenders in accordance with their respective ABT Percentages but only to the extent that (A) no Event of Default exists of which the Administrative Agent has received notice and (B) the sum of all non-Defaulting Lenders' ABT Credit Exposures plus the portion of such Defaulting Lender's Swingline Exposure and LC Exposure so reallocated does not exceed the total of all non-Defaulting Lenders' ABT Commitments;

(ii) if the reallocation provided for in clause (i) above cannot, or can only partially, be effected (the amount that cannot be so reallocated being called the "Excess Amount"), the Borrowers shall within one Business Day following notice by the Administrative Agent (x) *first*, prepay the portion of such Defaulting Lender's Swingline Exposure (other than any portion thereof attributable to Swingline Loans made by such Defaulting Lender) that has not been reallocated as set forth in clause (i) above and (y) *second*, cash collateralize for the benefit of the Issuing Banks only, the Borrowers' obligations in respect of such Defaulting Lender's LC Exposure (other than any portion thereof attributable to Letters of Credit issued by such Defaulting Lender) in accordance with the procedures set forth in Section 2.04(j) in an aggregate amount sufficient to eliminate the Excess Amount for so long as such LC Exposure is outstanding;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.11(b) with respect to such portion during the period such portion is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.11(a) and Section 2.11(b) shall be adjusted in accordance with such non-Defaulting Lenders' ABT Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure (other than any portion thereof attributable to Letters of Credit issued by such Defaulting Lender) is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any other Lender hereunder, all participation fees payable under Section 2.11(b) with respect to such LC Exposure or portion thereof shall be payable to the applicable Issuing Banks until and to the extent that such LC Exposure or portion thereof is reallocated and/or cash collateralized; and

(d) so long as such Lender is a Defaulting Lender, no Swingline Lender shall be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure (other than any portion thereof attributable to Letters of Credit issued by such Defaulting Lender) will be 100% covered by the ABT Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrowers in accordance with Section 2.20(c), and participating interests in any newly made Swingline Loan or any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue, no Swingline Lender shall be required to fund any Swingline Loan and no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless such Swingline Lender or Issuing Bank, as the case may be, shall have entered into arrangements with the Borrowers or the Lender controlled by such Lender Parent, satisfactory to such Swingline Lender or Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder. If a Swingline Lender or Issuing Bank shall have a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, such Swingline Lender shall not be required to fund any Swingline Loan and such Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless such Swingline Lender or such Issuing Bank, as the case may be, shall have entered into arrangements with the Borrowers or such Lender, satisfactory to such Swingline Lender or Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, GEBV, each Swingline Lender and each Issuing Bank shall agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposures and LC Exposures of the Lenders shall be readjusted to reflect the inclusion of such Lender's ABT Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its ABT Percentage.

Subject to Section 9.27, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

SECTION 2.21. Extension Requests. (a) GEBV may, on not more than two occasions during the term of this Agreement, request extensions of the Commitments and Loans of all the Lenders (or, if the Commitments or Loans of any Lenders shall theretofore have been extended pursuant to this Section 2.21, of all the Lenders whose Commitments or Loans terminate on a particular date) by written notice to the Administrative Agent requesting that such Lenders enter into an Extension Permitted Amendment (each such request being called an "Extension Request"), and the Administrative Agent shall promptly communicate such request to the applicable Lenders. Each Extension Request shall set forth (i) the terms and conditions of the requested Extension Permitted Amendment (which shall be the same for all Lenders receiving the applicable Extension Request) and (ii) the date on which such Extension Permitted Amendment is requested to become effective (which shall not be less than 10 Business Days or more than 30 Business Days after the date of such notice, unless otherwise agreed to by the Administrative Agent). Extension Permitted Amendments shall become effective only with respect to the Loans and Commitments of the Lenders that accept the applicable Extension Request (such Lenders, the "Extending Lenders") and, in the case of any Extending Lender, only with respect to such Lender's Loans and Commitments as to which such Lender's acceptance has been made. Each Lender may in its sole discretion accept or reject any Extension Request.

(b) An Extension Permitted Amendment shall be effected pursuant to an Extension Agreement executed and delivered by Goodyear, each Borrower, each applicable Extending Lender and the Administrative Agent; provided that no Extension Permitted Amendment shall become effective unless (i) no Default shall have occurred and be continuing on the date of effectiveness thereof, (ii) on the date of effectiveness thereof, the representations and warranties of each Credit Party set forth in the Credit Documents shall be true and correct in all respects material to the rights or interests of the Lenders or the Issuing Banks under the Credit Documents, in each case on and as of such date, except in the case of any such representation and warranty that specifically relates to an earlier date, in which case such representation and warranty shall be so true and correct on and as of such earlier date, (iii) each Borrower shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary's certificates, officer's certificates and other documents as shall reasonably be requested by the Administrative Agent in connection therewith and (iv) all actions necessary or, in the reasonable judgment of the Collateral Agent, desirable to preserve and continue the effectiveness, perfection and priority of the Liens created by the Security Documents shall have been taken or arrangements therefor satisfactory to the Collateral Agent shall have been made. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension Agreement. Each Extension Agreement may, without the consent of any Lender other than the applicable Extending Lenders, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to give effect to the provisions of this Section, including any amendments necessary to treat the applicable Loans and/or Commitments of the Extending Lenders as a new Class or Classes of loans and/or commitments hereunder; provided that, except as otherwise agreed to by each Issuing Bank and each Swingline Lender, (i) the allocation of the participation exposure with respect to any then-existing or

subsequently issued or made Letter of Credit or Swingline Loan as between the commitments of such new Class or Classes and the Commitments that were the subject of the applicable Extension Request but were not extended shall be made on a ratable basis and (ii) the ABT Availability Period and the Maturity Date, as such terms are used in reference to Letters of Credit and Swingline Loans, may not be extended without the prior written consent of each Issuing Bank and each Swingline Lender, as applicable.

SECTION 2.22. Incremental Facilities. (a) At any time and from time to time, commencing on the Restatement Effective Date and ending on the Maturity Date, subject to the terms and conditions set forth herein, GEBV may, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders), request to:

(i) add one or more tranches of term loans (the "Incremental Term Loans");

(ii) solely during the ABT Availability Period, on one or more occasions, increase the aggregate amount of the ABT Commitment (each such increase, an "ABT Commitment Increase"); and/or

(iii) solely during the German Availability Period, on one more occasions, increase the aggregate amount of the German Commitment (each such increase, a "German Commitment Increase" and, together with each ABT Commitment Increase, a "Commitment Increase" and the Commitment Increases, together with the Incremental Term Loans, the "Incremental Extensions of Credit"),

in an aggregate principal amount for all such Incremental Extensions of Credit of up to €200,000,000. Each Incremental Term Loan and each Commitment Increase shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; provided that such amount may be less than the Borrowing Minimum if such amount represents all the remaining availability under the aggregate principal amount of Incremental Extensions of Credit set forth above.

(b) The effectiveness of any Incremental Facility Amendment and the occurrence of any credit event (including the making (but not the conversion or continuation) of a Loan and the issuance, increase in the amount, or extension of a Letter of Credit thereunder) pursuant to such Incremental Facility Amendment shall be subject to delivery of a Borrowing Request in accordance with Section 2.03 and the satisfaction of the following conditions and such other conditions as the parties thereto shall agree:

(i) no Default or Event of Default has occurred and is continuing or shall result therefrom and the Administrative Agent shall have received a certificate signed by a Financial Officer of each of Goodyear and GEBV to that effect;

(ii) the representations and warranties of Goodyear, GEBV and each other Borrower set forth in this Agreement and of each GEBV Loan Party in the other Credit Documents (insofar as the representations and warranties in such other Credit Documents relate to the transactions provided for therein or to the Collateral securing the Obligations) shall be true and correct in all respects material to the rights or interests of the Lenders or the Issuing Banks under the Credit Documents on and as of the date of such Incremental Facility Amendment, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, and the Administrative Agent shall have received a certificate signed by a Financial Officer of each of Goodyear and GEBV to that effect;

(iii) the financial covenant contained in Section 6.09 would be satisfied on a pro forma basis on and as of the date of, and immediately after giving effect to, the incurrence of such Incremental Extension of Credit and the application of the proceeds therefrom (and assuming, for the purposes of

this Section only, that the full amount of Commitments under such Incremental Extension of Credit shall have been funded as Loans as of such date) and the Administrative Agent shall have received a certificate signed by a Financial Officer of each of Goodyear and GEBV, together with reasonably detailed calculations demonstrating compliance with this clause (iii), to that effect;

(iv) the Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and, if applicable, good standing of each Credit Party, the authorization by the Credit Parties of the Incremental Extension of Credit and any other legal matters (including favorable written opinions) relating to Goodyear, the Borrowers, the other Credit Parties, the Credit Documents or the Incremental Extension of Credit, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel (including any new, additional, supplemental or amended Security Agreement);

(v) all fees and expenses owing in respect of such Incremental Extension of Credit to the Administrative Agent and the Lenders have been paid; and

(vi) Goodyear and each of the Borrowers shall have (A) entered into any documents and taken any actions as the Administrative Agent may reasonably request (taking into account, inter alia, the value of Collateral granted as security under the relevant Security Documents and the total costs (including taxes and related legal costs and expenses) of any such action) and as may be required under applicable law in order to ensure that the Security Documents to which each of them is a party will continue to validly secure the Applicable Secured Obligations including, as the case may be, any Incremental Extension of Credit following any Incremental Facility Amendment pursuant to this Section 2.22, and (B) paid any applicable registration fees, costs and taxes and filed any applicable registrations in connection with the relevant ratification and increase.

(c) The parties intend that (i) each Incremental Extension of Credit (including any related Obligations) qualifying as an ABT Loan shall be secured by the applicable Collateral on a pari passu basis with the other ABT Obligations to the extent practicable under the applicable law, (ii) each Incremental Extension of Credit (including any related Obligations) qualifying as a German Loan shall be secured by the applicable Collateral on a pari passu basis with the other German Obligations to the extent practicable under the applicable law, and (iii) no Incremental Extension of Credit shall be guaranteed by any Person other than the Credit Parties or be secured by any assets other than the Collateral.

(d) Each notice from any Borrower pursuant to this Section shall set forth the requested amount and proposed terms of the relevant Incremental Extension of Credit. Any additional bank, financial institution, existing Lender or other Person that elects to extend commitments in respect of any Incremental Extension of Credit shall be reasonably satisfactory to such Borrower and the Administrative Agent (and, in the case of any Commitment Increase, each applicable Issuing Bank) (any such bank, financial institution, existing Lender or other Person being called an "Additional Lender") and, if not already a Lender, shall become a Lender under this Agreement pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement and, as appropriate, the other Credit Documents, executed by the Borrowers, such Additional Lender and the Administrative Agent. No Lender shall be obligated to provide any Incremental Extension of Credit unless it so agrees. Commitments in respect of any Incremental Extension of Credit shall become Commitments (or in the case of any Commitment Increase to be provided by an existing Lender, an increase in such Lender's Commitment) under this Agreement upon the effectiveness of the applicable Incremental Facility Amendment.

(e) On the date of effectiveness of any Commitment Increase, (i) each Additional Lender providing a portion of such Commitment Increase (each, a "Commitment Increase Lender") that shall have had

a Commitment prior to the effectiveness of such Commitment Increase shall pay to the Administrative Agent in same day funds an amount equal to the amount, if any, by which (A) (1) such Commitment Increase Lender's ABT Percentage or German Percentage, as applicable (calculated after giving effect to the effectiveness of such Commitment Increase), multiplied by (2) the aggregate principal amount of the Resulting Revolving Borrowings (as hereinafter defined) exceeds (B) (1) such Commitment Increase Lender's ABT Percentage or German Percentage, as applicable (calculated without giving effect to the effectiveness of such Commitment Increase), multiplied by (2) the aggregate principal amount of the Loans of the applicable Class or Classes outstanding immediately prior to the effectiveness of such Commitment Increase (the "Existing Revolving Borrowings"), (ii) each Commitment Increase Lender that did not have a Commitment prior to the effectiveness of such Commitment Increase shall pay to Administrative Agent in same day funds an amount equal to (1) such Commitment Increase Lender's ABT Percentage or German Percentage, as applicable (calculated after giving effect to the effectiveness of such Commitment Increase), multiplied by (2) the aggregate principal amount of the Resulting Revolving Borrowings, (iii) after the Administrative Agent receives the funds specified in clauses (i) and (ii) above, the Administrative Agent shall pay to each Lender the portion of such funds that is equal to the amount, if any, by which (A) (1) such Lender's ABT Percentage or German Percentage, as applicable (calculated without giving effect to the effectiveness of such Commitment Increase), multiplied by (2) the aggregate principal amount of the Existing Revolving Borrowings, exceeds (B) (1) such Lender's ABT Percentage or German Percentage, as applicable (calculated after giving effect to the effectiveness of such Commitment Increase), multiplied by (2) the aggregate principal amount equal to the sum of the aggregate principal amount of the Existing Revolving Borrowings and the aggregate principal amount of the new Borrowings of the Types and for the Interest Periods specified in any Borrowing Request delivered to the Administrative Agent in accordance with Section 2.03 (the "Resulting Revolving Borrowings"), (iv) each Lender shall hold its ABT Percentage or German Percentage, as applicable, of the Resulting Revolving Borrowings (calculated after giving effect to the effectiveness of such Commitment Increase) and (v) such Borrower shall pay each Lender any and all accrued but unpaid interest on its Loans comprising the Existing Revolving Borrowings. The Borrower shall compensate the Lenders holding Existing Revolving Borrowings pursuant to the provisions of Section 2.15 as if such Existing Revolving Borrowings were repaid in full on such date if the date of the effectiveness of such Commitment Increase occurs other than on the last day of the Interest Period relating thereto (in the case of Existing Revolving Borrowings that are Term Benchmark Borrowings (other than Term Benchmark Borrowings denominated in U.S. Dollars with a one week Interest Period)). Upon each Commitment Increase pursuant to this Section, each Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Commitment Increase Lender, and each such Commitment Increase Lender will automatically and without further act be deemed to have assumed, a portion of such Lender's participations hereunder in outstanding Letters of Credit such that, after giving effect to such Commitment Increase and each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations hereunder in Letters of Credit, in each case held by each Lender (including each such Revolving Commitment Increase Lender) will equal such Lender's ABT Percentage or German Percentage, as applicable. Each Commitment Increase shall be on the same terms and pursuant to the same documentation as are applicable to the Commitments of the applicable Class or Classes.

(f) An Incremental Facility Amendment may, without the consent of any other Lenders, (i) effect such amendments to this Agreement or to any other Credit Document (or permit the entry into of any other document to effect such amendments to a Credit Document or to effect the provisions of this Section) as may be necessary or appropriate, in the reasonable opinion of the Borrowers and the Administrative Agent, to effect the provisions of this Section, including, to provide for voting provisions applicable to the Additional Lenders comparable to the provisions of Section 9.02(b), and (ii) provide for the issuance of Letters of Credit pursuant to any Commitment Increase established thereby, in each case on terms substantially equivalent to the terms applicable to Letters of Credit under the Commitments (except for the overall size of such subfacilities,

the fees payable in connection therewith and the identity of the letter of credit issuer, as applicable, which shall be determined by the Borrowers, the lenders of such commitments and the applicable letter of credit issuers and borrowing, repayment and termination of commitment procedures with respect thereto, in each case which shall be specified in the applicable Incremental Facility Amendment); provided that no Issuing Bank shall be required to act as "issuing bank" under any such Incremental Facility Amendment without its written consent.

(g) Notwithstanding anything to the contrary, this Section shall supersede any conflicting provisions in Section 2.17 or Section 9.02.

ARTICLE III

Representations and Warranties

Goodyear represents and warrants to the Lenders as to itself and the Subsidiaries, GEBV represents and warrants to the Lenders as to itself and the GEBV Subsidiaries and each other Borrower represents and warrants to the Lenders as to itself and its subsidiaries that:

SECTION 3.01. Organization; Powers. Goodyear and each of the other Credit Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not be reasonably likely to result in a Material Adverse Change, is qualified to do business, and is in good standing, in every jurisdiction where such qualification is required. Each Subsidiary of Goodyear other than the Credit Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and is qualified to do business, and is in good standing, in every jurisdiction where such qualification is required, except for failures that, individually or in the aggregate, would not be materially likely to result in a Material Adverse Change.

SECTION 3.02. Authorization; Enforceability. The Transactions to be entered into by each Borrower and each other Credit Party are within such Borrower's or such Credit Party's powers and have been duly authorized. This Agreement has been duly executed and delivered by Goodyear and each Borrower and constitutes, and each other Credit Document to which any Credit Party is or is to be a party constitutes or, when executed and delivered by such Credit Party, will constitute, a legal, valid and binding obligation of Goodyear, such Borrower or such Credit Party, as the case may be, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. (a) Except to the extent that no Material Adverse Change would be materially likely to result, the Transactions (i) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as are required to perfect Liens created under the Security Documents and such as have been obtained or made and are in full force and effect, (ii) do not and will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of Goodyear or any of the Subsidiaries or any order of any Governmental Authority, (iii) do not and will not violate or result in a default under any indenture, agreement or other instrument binding upon Goodyear or any of the Subsidiaries or any of their assets and (iv) do not and will not result in the creation or imposition of any Lien on any asset of Goodyear or any of the Subsidiaries, except Liens created under the Credit Documents.

(b) The incurrence of each Loan, Letter of Credit and LC Disbursement, each Guarantee thereof under the Credit Documents and each Lien securing any of the Obligations, is permitted under each indenture or other agreement governing any Senior Subordinated-Lien Indebtedness in effect at the time of such incurrence.

SECTION 3.04. Financial Statements; No Material Adverse Change. (a) GEBV has heretofore furnished to the Lenders its consolidated balance sheets and statements of operations and shareholders' equity as of and for the fiscal year ended December 31, 2021 and as of and for the six-month period ended on June 30, 2022. Goodyear has heretofore furnished to the Lenders its consolidated balance sheets and statements of operations, shareholders' equity and cash flows as of and for the fiscal year ended December 31, 2021, reported on by PricewaterhouseCoopers LLP, independent registered accounting firm. Such financial statements of GEBV and Goodyear present fairly, in all material respects, the consolidated financial position and consolidated results of operations and, with respect to Goodyear and its Consolidated Subsidiaries, cash flows of GEBV and its Consolidated Subsidiaries and Goodyear and its Consolidated Subsidiaries, respectively, as of such dates and for such fiscal year and such six-month period, as applicable, in accordance with GAAP, subject, in the case of such statements for such six-month period, to normal year-end audit adjustments and to the absence of footnotes.

(b) Except as disclosed in the Disclosure Documents, since December 31, 2021, there has been no event or condition that constitutes or would be materially likely to result in a Material Adverse Change, it being agreed that a reduction in any rating relating to Goodyear issued by any rating agency shall not, in and of itself, be an event or condition that constitutes or would be materially likely to result in a Material Adverse Change (but that events or conditions underlying or resulting from any such reduction may constitute or be materially likely to result in a Material Adverse Change).

(c) Except as disclosed in the Disclosure Documents, since December 31, 2021, there has been no event or condition that constitutes or would be materially likely to result in a material adverse change in or effect on the business, operations, properties, assets or financial condition (including as a result of the effects of any contingent liabilities thereon) of GEBV and the GEBV Subsidiaries, taken as a whole.

SECTION 3.05. Litigation and Environmental Matters. (a) Except as set forth in the Disclosure Documents, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending or, to the knowledge of Goodyear, threatened against or affecting Goodyear or any of the Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that if adversely determined would be materially likely, individually or in the aggregate, to result in a Material Adverse Change or (ii) as of the Restatement Effective Date, that involve the Credit Documents or the Transactions.

(b) Except as set forth in the Disclosure Documents, and except with respect to matters that, individually or in the aggregate, would not be materially likely to result in a Material Adverse Change, neither Goodyear nor any of the Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.06. Compliance with Laws and Agreements. Goodyear and each of the Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to be in compliance, individually or in the aggregate, would not be materially likely to result in a Material Adverse Change. No Event of Default has occurred and is continuing.

SECTION 3.07. Investment Company Status. Neither Goodyear nor any of the Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

SECTION 3.08. ERISA. Except as disclosed in the Disclosure Documents, no ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other ERISA Events that have occurred or are reasonably expected to occur, would be materially likely to result in a Material Adverse Change.

SECTION 3.09. Disclosure. (a) None of the Annual Report on Form 10-K of Goodyear for the fiscal year ended December 31, 2021 or the reports, financial statements, certificates or other written information referred to in Section 3.04 or delivered after the date hereof by or on behalf of any Credit Party to the Administrative Agent, the Collateral Agent or any Lender pursuant to Section 5.01 (taken together with all other information so furnished and as modified or supplemented by other information so furnished) contained, in each case as of the date thereof, any material misstatement of fact or omitted to state, in each case as of the date thereof, any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information or other forward looking information, Goodyear, GEBV and the other Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

(b) As of the Restatement Effective Date, to the best knowledge of Goodyear and the Borrowers, the information included in the Beneficial Ownership Certification provided on or prior to the Restatement Effective Date to any Lender in connection with this Agreement is true and correct in all respects.

SECTION 3.10. Subsidiaries. Schedule 3.10 sets forth (a) the name and jurisdiction of organization of, and the ownership interest of GEBV and its Subsidiaries in, each GEBV Subsidiary, and (b) identifies each GEBV Subsidiary that is a Principal European Subsidiary or a GEBV Loan Party or both, in each case as of the Restatement Effective Date. Schedule 4.01(g) sets forth (i) each GEBV Subsidiary with Total Assets greater than $10,000,000 as of June 30, 2022, and (ii) each other GEBV Subsidiary the Capital Stock in which is pledged or otherwise encumbered pursuant to Security Agreements as of June 30, 2022.

SECTION 3.11. Security Interests. (a) Except as set forth on Annex III to the Disclosure Letter, the existing Security Agreements and the Security Agreements executed and delivered on or prior to the Restatement Effective Date, together with (i) the actions taken on the Restatement Effective Date pursuant to Section 4.01 and (ii) the actions required to be taken after the Restatement Effective Date pursuant to Annex I to the Disclosure Letter will, subject only to filings, notifications and similar actions that may be taken by the Collateral Agent without the delivery of any further documents or the taking of any further actions by any Credit Party, be effective under applicable law to create or continue in favor of the Collateral Agent for the benefit of the Secured Parties (or in favor of the Secured Parties, as the case may be), to the extent contemplated by the Security Agreements, a valid and enforceable security interest in all the Applicable Assets of each Grantor (other than (x) Consent Assets of each such Grantor and (y) Applicable Assets of Grantors, taken together, with an aggregate value equal to or less than $50,000,000 as of December 31, 2021). The exclusion of the Consent Assets of the Grantors from the Collateral does not materially reduce the aggregate value of the Collateral.

(b) None of the written information relating to the Collateral delivered by or on behalf of any Credit Party to the Administrative Agent, the Collateral Agent or any Lender pursuant to any provision of any Credit Document is or will be incorrect when delivered in any respect material to the rights or interests of the Lenders under the Credit Documents.

SECTION 3.12. Use of Proceeds and Letters of Credit. The proceeds of the Loans and the Letters of Credit will be used only for the purposes referred to in the preamble to this Agreement. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.13. Anti-Corruption Laws and Sanctions. (a) Goodyear has implemented and maintains in effect policies and procedures reasonably designed to promote compliance by Goodyear, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws.

(b) Goodyear has implemented and maintains in effect policies and procedures reasonably designed to promote compliance by Goodyear, its Subsidiaries and their respective directors, officers, employees and agents with applicable Sanctions. Goodyear and its Subsidiaries are not knowingly engaged in any activity that would reasonably be expected to result in Goodyear or any Subsidiary being listed on any Sanctions-related list referred to in clause (a) of the definition of "Sanctioned Person". None of Goodyear or any Subsidiary or, to the knowledge of Goodyear, any of their respective directors, officers or employees that will act for Goodyear or any of its Subsidiaries in any capacity in connection with the credit facility established hereby, is listed on any Sanctions-related list referred to in clause (a) of the definition of "Sanctioned Person".

ARTICLE IV

Conditions

SECTION 4.01. Restatement Effective Date. The amendment and restatement of this Agreement in the form hereof shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02).

(a) The Administrative Agent (or its counsel) shall have received from Goodyear, each Borrower, the Administrative Agent, the Collateral Agent, the Issuing Banks, and each Lender, including Lenders representing at least the Majority Lenders under and as defined in the Existing Credit Agreement, either (i) counterparts of the Amendment and Restatement Agreement signed on behalf of each such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of the Amendment and Restatement Agreement) that each such party has signed a counterpart of the Amendment and Restatement Agreement, and from each Lender under the Existing Credit Agreement either (i) counterparts of the Master Assignment Agreement signed on behalf of each such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy, email or other electronic transmission of a signed signature page of the Master Assignment Agreement) that such party has signed a counterpart of the Master Assignment Agreement.

(b) The Administrative Agent shall have received favorable written opinions (addressed to the Administrative Agent, the Collateral Agent, the Issuing Banks and the Lenders and dated the Restatement Effective Date) of (i) Covington & Burling LLP, counsel for Goodyear, substantially in the form of Exhibit E-1, (ii) the General Counsel, the Associate General Counsel or an Assistant General Counsel of Goodyear, substantially in the form of Exhibit E-2, and (iii) each of the counsel set forth in Schedule 4.01(b), in each case in a form satisfactory to the Administrative Agent and its counsel, and, in the case of each opinion referred to in this paragraph (b), covering such other matters relating to the Credit Parties, the Credit Documents or the Transactions as the Administrative Agent or the Majority Lenders shall reasonably request.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and, if applicable, good standing of each Credit Party, the authorization by the Credit Parties of the Transactions and any other legal matters relating to Goodyear, the Borrowers, the other Credit Parties, the Credit Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(d) The Administrative Agent shall have received a certificate signed by a Financial Officer certifying that (i) the representations and warranties of Goodyear, the Borrowers and the other Credit Parties set forth in Article III are true and correct in all material respects on and as of the Restatement Effective Date; provided that (A) to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date and (B) any representation and warranty that is qualified by "materiality," "Material Adverse Change" or similar language is true and correct in all respects as of the date hereof or such earlier date, as the case may be and (ii) on and as of the Restatement Effective Date, at the time of and immediately after giving effect to the Transactions, no Default or Event of Default shall have occurred and be continuing.

(e) The Administrative Agent shall have received all interest accrued for the accounts of the Lenders to the Restatement Effective Date under the Existing Credit Agreement and all fees and other amounts due and payable or accrued on or prior to the Restatement Effective Date hereunder or under the Existing Credit Agreement, and all fees and other amounts due and payable in connection with the effectiveness of this Agreement, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by GEBV or Goodyear hereunder.

(f) The Lenders shall have received the financial statements and opinions referred to in Section 3.04.

(g) All outstanding Capital Stock in any GEBV Subsidiary directly owned by any Grantor at such time whose Total Assets were greater than $10,000,000 as of June 30, 2022, which GEBV Subsidiaries are set forth on Schedule 4.01(g), shall have been pledged or otherwise encumbered pursuant to Security Agreements to secure the Applicable Secured Obligations of such Grantor. Schedule 4.01(g) also sets forth each other GEBV Subsidiary the Capital Stock in which is pledged or otherwise encumbered pursuant to Security Agreements whose Total Assets were not greater than $10,000,000 as of June 30, 2022.

(h) (i) The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and (ii) to the extent Goodyear or any Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least five days prior to the Restatement Effective Date, any Lender that has requested, in a written notice to Goodyear or any Borrower at least 10 days prior to the Restatement Effective Date, a Beneficial Ownership Certification in relation to Goodyear or such Borrower shall have received such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (ii) shall be deemed to be satisfied).

(i) Subject to the immediately succeeding paragraph, all Security Agreements referred to in the final closing checklist distributed by counsel for the Agents prior to the execution of this Agreement shall have been executed and delivered by the parties thereto, all other actions referred to in such closing checklist shall have been taken, and the Collateral Agent shall have received all documents referred to in such closing checklist.

The collateral requirements set forth above in this Section 4.01 are subject to any modifications thereto that the Administrative Agent and Goodyear may agree upon in light of general statutory limitations, "thin capitalization" rules, corporate interest or similar principles or applicable laws or regulations. In addition, the Collateral Agent may enter into agreements with GEBV to grant extensions of time for the creation or perfection of security interests in or the delivery of surveys, title insurance, legal opinions or other documents with respect to particular assets (including extensions beyond the Restatement Effective Date for the creation and perfection of security interests in the assets of the Grantors on such date) where it determines that creation or perfection cannot be accomplished or such documents cannot be delivered without undue effort or expense by the Restatement Effective Date or any later date on which they are required to be accomplished or delivered under this Agreement or the Security Documents. Any failure of GEBV to satisfy a requirement of any such agreement by the date specified therein (or any later date to which the Collateral Agent may agree) shall constitute a breach of the provision of this Agreement or the Security Document under which the original requirement was applicable. Without limiting the foregoing, it is anticipated that the actions listed on Annex I to the Disclosure Letter will not have been completed by the Restatement Effective Date, and GEBV covenants and agrees that each of such actions will be completed by the date specified for such action in such Annex I (or any later date to which the Collateral Agent may agree) and that GEBV will comply with all of the undertakings set forth in such Annex I.

The Loans made, the application of the proceeds thereof and the termination of existing Indebtedness on the Restatement Effective Date shall be deemed to occur as set forth in the Amendment and Restatement Agreement.

The Administrative Agent shall notify GEBV and the Lenders of the Restatement Effective Date in writing, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and the Issuing Banks to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions shall have been satisfied (or waived pursuant to Section 9.02) at or prior to 5:00 p.m., London time, on October 12, 2022 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

SECTION 4.02. Each Credit Event. (a) The obligation of each Lender to make a Loan on the occasion of any Borrowing (other than a conversion or continuation of an outstanding Borrowing and other than a Borrowing to reimburse an LC Disbursement made pursuant to Section 2.04(e)) and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, shall be subject to the satisfaction of the following conditions:

(i) The representations and warranties of Goodyear, GEBV and each other Borrower set forth in this Agreement and of each GEBV Loan Party in the other Credit Documents (insofar as the representations and warranties in such other Credit Documents relate to the transactions provided for herein or to the Collateral securing the Obligations) shall be true and correct in all respects material to the rights or interests of the Lenders or the Issuing Banks under the Credit Documents on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(ii) At the time of and immediately after giving effect to such Borrowing or issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Event of Default shall have occurred and be continuing and no breach of the delivery requirements of Section 5.01(a) or (b) shall have occurred and be continuing.

(b) The obligation of each Lender to make a Loan on the occasion of any Borrowing to reimburse an LC Disbursement made pursuant to Section 2.04(e) shall be subject to the satisfaction of the condition that at the time of and immediately after giving effect to such Borrowing, no Event of Default shall have occurred and be continuing.

(c) Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by Goodyear, GEBV and each other Borrower on the date thereof as to the matters specified in paragraphs (i) and (ii) of subsection (a) above or in subsection (b) above, as the case may be.

ARTICLE V

Affirmative Covenants

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated and all LC Disbursements shall have been reimbursed, each of Goodyear and GEBV and each other Borrower covenants and agrees that:

SECTION 5.01. Financial Statements and Other Information. Each of Goodyear and GEBV will furnish to the Administrative Agent and each Lender:

(a) as soon as available and in any event within 110 days after the end of each fiscal year, (i) Goodyear's audited consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, reported on by PricewaterhouseCoopers or other independent registered public accounting firm of recognized international standing (without any qualification in any material respect or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and consolidated results of operations of Goodyear and its Consolidated Subsidiaries as of the end of and for such fiscal year in accordance with GAAP consistently applied, and (ii) GEBV's unaudited consolidated balance sheet and related statements of operations and shareholders' equity as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, certified by one of its Financial Officers as presenting fairly in all material respects the consolidated financial condition and consolidated results of operations of GEBV and its Consolidated GEBV Subsidiaries as of the end of and for such fiscal year in accordance with GAAP consistently applied, subject to the absence of footnotes;

(b) as soon as available and in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year, (i) Goodyear's unaudited consolidated balance sheet and related statements of operations, shareholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial

Officers as presenting fairly in all material respects the consolidated financial condition and consolidated results of operations of Goodyear and its Consolidated Subsidiaries as of the end of and for such fiscal quarter in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes, and (ii) GEBV's unaudited consolidated balance sheet and related statements of operations and shareholders' equity as of the end of and for the then elapsed portion of the fiscal year ending at the end of such fiscal quarter, setting forth in each case in comparative form the figures for the corresponding period (or in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the consolidated financial condition and consolidated results of operations of GEBV and its Consolidated GEBV Subsidiaries as of the end of and for such fiscal quarter in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) not later than five Business Days after each delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of Goodyear or GEBV, as the case may be, (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) demonstrating compliance with Section 6.09 at the end of the period to which such financial statements relate and for each applicable period then ended, and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the most recent audited financial statements delivered under clause (a) above (or, prior to the delivery of any such financial statements, since December 31, 2021) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) in the case of Goodyear, promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Goodyear or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, or distributed by Goodyear to its shareholders generally, as the case may be;

(e) not later than five Business Days after each delivery of financial statements under clause (a) or (b) above, and at such other times as Goodyear may determine, a certificate of a Financial Officer of Goodyear identifying each U.S. Subsidiary and each GEBV Subsidiary formed or acquired after the Restatement Effective Date and not previously identified in a certificate delivered pursuant to this paragraph, stating (i) whether each such U.S. Subsidiary is an Excluded Subsidiary or a Consent Subsidiary and describing the factors that shall have led to the identification of any such U.S. Subsidiary as a Consent Subsidiary, and (ii) whether each such GEBV Subsidiary is a Principal European Subsidiary and, if so, whether such Principal European Subsidiary is a Consent Subsidiary and describing the factors that shall have led to the identification of any such Principal European Subsidiary as a Consent Subsidiary;

(f) from time to time, all information and documentation required to be delivered under any provision of any Security Agreement and each year, not later than five Business Days following the delivery of annual financial statements under Section 5.01(a), a certificate executed on behalf of GEBV by a Financial Officer and the chief legal officer of GEBV setting forth information sufficient to enable the Lenders to determine whether the requirements of Section 5.08 have been met at such time in all material respects;

(g) not later than five Business Days after each delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of each of Goodyear and GEBV, as the case may be, certifying that the requirements of Section 5.08 have been satisfied in all material respects;

(h) promptly upon becoming available, quarterly and annual financial statements for GYG prepared in the ordinary course of business; and

(i) promptly following any request therefor, (x) such other information regarding the operations, business affairs and financial condition of Goodyear, GEBV or any other Subsidiary, or compliance with the terms of this Agreement or the other Credit Documents, or the perfection of the security interests created by the Security Documents, as the Administrative Agent or any Lender may reasonably request and (y) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation.

Information required to be delivered pursuant to this Section 5.01 shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on an IntraLinks or similar site to which the Lenders have been granted access or shall be available on the website of the SEC at http://www.sec.gov; provided that Goodyear shall deliver paper copies of such information to any Lender that requests such delivery. Information required to be delivered pursuant to this Section 5.01 may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

SECTION 5.02. Notices of Defaults. Goodyear will furnish to the Administrative Agent, each Issuing Bank and each Lender prompt written notice of the occurrence of any Default, together with a statement of a Financial Officer or other executive officer of Goodyear setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. Each of Goodyear and GEBV and each other Borrower will, and will cause each of its respective Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business, except to the extent that failures to keep in effect such rights, licenses, permits, privileges and franchises would not be materially likely, individually or in the aggregate for all such failures, to result in a Material Adverse Change; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.08.

SECTION 5.04. Maintenance of Properties. Each of Goodyear and GEBV and each other Borrower will, and will cause each of its respective Subsidiaries to, keep and maintain all its property in good working order and condition, ordinary wear and tear excepted, except to the extent any failure to do so would not, individually or in the aggregate, be materially likely to result in a Material Adverse Change (it being understood that the foregoing shall not prohibit any sale of any assets permitted by Section 6.04) .

SECTION 5.05. Books and Records; Inspection and Audit Rights. Each of Goodyear and GEBV and each other Borrower will, and will cause each of its respective Subsidiaries to, keep books of record and account sufficient to enable each of Goodyear and GEBV to prepare the financial statements and other information required to be delivered under Section 5.01. Each of Goodyear, GEBV and each other Borrower will, and will cause each of its respective Subsidiaries to, permit any representatives designated by the Administrative Agent (or by any Lender acting through the Administrative Agent), upon reasonable prior

notice, to visit and inspect its properties (accompanied by a representative of Goodyear or GEBV) and to discuss its affairs, finances and condition with its officers, all at such reasonable times and as often as reasonably requested.

SECTION 5.06. Compliance with Laws. (a) Each of Goodyear and GEBV and each other Borrower will, and will cause each of its respective Subsidiaries to, comply with all laws, including Environmental Laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not be materially likely to result in a Material Adverse Change.

(b) Goodyear will maintain in effect policies and procedures reasonably designed to promote compliance by Goodyear and its Subsidiaries, and their respective directors, officers and employees, with Anti-Corruption Laws.

(c) Goodyear will maintain in effect policies and procedures reasonably designed to promote compliance by Goodyear and its Subsidiaries, and their respective directors, officers and employees, with applicable Sanctions.

SECTION 5.07. Insurance. Each of Goodyear and GEBV and each other Borrower will, and will cause each of its respective Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customary among companies of established reputation engaged in the same or similar businesses and operating in the same or similar locations, except to the extent the failure to do so would not be materially likely to result in a Material Adverse Change. Goodyear will furnish to the Administrative Agent or any Lender, upon request, information in reasonable detail as to the insurance so maintained.

SECTION 5.08. Guarantees and Collateral. (a) In the event that there shall at any time exist any Principal European Subsidiary (other than a Consent Subsidiary) or any U.S. Subsidiary (other than an Excluded Subsidiary or Consent Subsidiary) that shall not be a party to the Guarantee and Collateral Agreement, Goodyear will promptly notify the Collateral Agent and will, within 30 days (or such longer period as may be reasonable under the circumstances) after such notification, deliver to the Collateral Agent such information as the Collateral Agent shall have reasonably requested and a supplement to the Guarantee and Collateral Agreement, in substantially the form specified therein, duly executed and delivered on behalf of such Principal European Subsidiary or U.S. Subsidiary, as the case may be, pursuant to which such Principal European Subsidiary or such U.S. Subsidiary, as the case may be, will become a party to the Guarantee and Collateral Agreement and, in the case of a Principal European Subsidiary, a European Subsidiary Guarantor and Grantor (as each such term is defined in the Guarantee and Collateral Agreement), or in the case of such U.S. Subsidiary, a U.S. Subsidiary Guarantor (as such term is defined in the Guarantee and Collateral Agreement); provided that if a Financial Officer of Goodyear shall have delivered a certificate to the Administrative Agent certifying that Goodyear has determined (i) based upon the advice of French counsel, that the corporate benefit principles or other applicable law of the Republic of France would prohibit any Principal European Subsidiary organized under the laws of the Republic of France from duly authorizing a Guarantee of any of the Obligations, or (ii) based upon the advice of German counsel, that the applicable law of the Federal Republic of Germany would prohibit any Principal European Subsidiary formed or acquired after the Restatement Effective Date and organized under the laws of the Federal Republic of Germany from duly authorizing a Guarantee of any of the Obligations, such Principal European Subsidiary shall not be required to become a party to the Guarantee and Collateral Agreement. Notwithstanding the foregoing, no Subsidiary will be required to take any action pursuant to this paragraph (a) if either (i) such Subsidiary shall have received an opinion of counsel in the applicable jurisdiction that, under circumstances referred to in such opinion, such action would subject its

officers or directors to a material risk of personal liability, and there shall be a material risk that the circumstances referred to in such opinion will occur or (ii) GEBV and the Administrative Agent separately agree that the costs of such Subsidiary taking any such action would be disproportionate to the corresponding benefits for the Lenders.

(b) In the event that any Grantor shall at any time directly own any Capital Stock of any GEBV Subsidiary (in each case other than (i) Capital Stock in any Subsidiary with Total Assets not greater than $10,000,000 as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b), (ii) Capital Stock in any Excluded Subsidiary or Consent Subsidiary and (iii) Capital Stock already pledged in accordance with this paragraph or Section 4.01), Goodyear will promptly notify the Collateral Agent and will, within 30 days (or such longer period as may be reasonable under the circumstances) after such notification, cause such Capital Stock to be pledged under a Security Agreement and, to the extent that the Collateral Agent determines that possession of any certificates representing any such Capital Stock would provide any benefit in respect of priority or otherwise under applicable law and requests delivery, cause to be delivered to the Collateral Agent any certificates representing such Capital Stock, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank; provided, that no Grantor shall be required to pledge any Capital Stock in any Subsidiary organized under the laws of a jurisdiction other than the Federal Republic of Germany, the Netherlands, Luxembourg, the Republic of France, the United Kingdom or the Republic of Slovenia if a Financial Officer of Goodyear shall have delivered a certificate to the Administrative Agent certifying that Goodyear has determined, on the basis of reasonable inquiries in the jurisdiction of such Person, that such pledge would affect materially and adversely the ability of such Person to conduct its business in such jurisdiction. In the event that the tire manufacturing facilities of Goodyear Slovenija shall at any time be held by any Person other than Goodyear Slovenija, all the Capital Stock in such other Person shall be pledged under a Security Agreement.

(c) In the event that:

(A) any Grantor shall at any time own any Applicable Assets (other than Consent Assets and Applicable Assets already pledged, mortgaged or otherwise encumbered pursuant to any Security Agreement) consisting of real property with a book value of $10,000,000 or more, GEBV will promptly notify the Collateral Agent and will, within 30 days (or such longer period as may be reasonable under the circumstances) after such notification, cause such Applicable Assets to be mortgaged or otherwise encumbered pursuant to one or more Security Agreements reasonably acceptable to the Collateral Agent and such Grantor to secure the Applicable Secured Obligations of such Grantor.

(B) at the end of any fiscal quarter, the Grantors, taken together, shall own any Applicable Assets or any assets that would be Applicable Assets if held by another Grantor (other than Consent Assets, Capital Stock in Subsidiaries and Applicable Assets already pledged, mortgaged or otherwise encumbered pursuant to any Security Agreement to secure the Applicable Secured Obligations of the respective Grantors), with an aggregate book value greater than $50,000,000 that shall not have been pledged, mortgaged or otherwise encumbered pursuant to the Security Agreements to secure the Applicable Secured Obligations of the respective Grantors, GEBV will, promptly after the delivery of financial statements under Section 5.01(a) or (b) with respect to such fiscal quarter, notify the Collateral Agent and will, within 30 days (or such longer period as may be reasonable under the circumstances) after such notification, cause such Applicable Assets (other than assets that in the aggregate are not material) to be pledged, mortgaged or otherwise encumbered by the Grantors pursuant to one or more Security Agreements reasonably acceptable to the Collateral Agent and each applicable Grantor to secure the Applicable Secured Obligations of the respective Grantors; or

(C) any Grantors, taken together, shall transfer the ownership of any assets that for such Grantors are Applicable Assets (other than (i) Consent Assets, (ii) any transfer of inventory in the ordinary course of business in connection with the sale thereof to be held on a short-term basis by the transferee and (iii) any transfer in the ordinary course of business of cash or other financial assets) to one or more GEBV Subsidiaries for which such assets are not Applicable Assets with an aggregate book value greater than $30,000,000, GEBV will, as soon as practicable in advance of such transfer (but in any event promptly following the occurrence of such transfer if prior notice is not practicable), notify the Collateral Agent and will, within 30 days (or such longer period as may be reasonable under the circumstances) after such notification, cause such Applicable Assets (other than assets that in the aggregate are not material) to be pledged, mortgaged or otherwise encumbered by such GEBV Subsidiary or GEBV Subsidiaries pursuant to one or more Security Agreements reasonably acceptable to the Collateral Agent and each applicable GEBV Subsidiary to secure, in the case of each such asset, the Applicable Secured Obligations of the Grantor that transferred such asset to such GEBV Subsidiary;

provided that, in each case under this paragraph (c), if a Financial Officer of Goodyear shall have delivered a certificate to the Administrative Agent certifying that Goodyear has determined (i) based upon the advice of French counsel, that the corporate benefit principles or other applicable law of the Republic of France would prohibit any Grantor or GEBV Subsidiary, as the case may be, organized under the laws of the Republic of France from duly authorizing the creation or perfection of any such security interest, or (ii) based upon the advice of German counsel, that the applicable law of the Federal Republic of Germany would prohibit any Grantor or GEBV Subsidiary, as the case may be, organized under the laws of the Federal Republic of Germany from duly authorizing the creation or perfection of any such security interest, such Grantor or GEBV Subsidiary, as the case may be, shall not be required to create or perfect such security interest. Notwithstanding the foregoing, no Grantor or GEBV Subsidiary will be required to take any action pursuant to this paragraph (c) with respect to any asset (other than Capital Stock, any other asset subject to the Lien of any Security Document pledging Capital Stock as of the Restatement Effective Date, or any bank account) if the perfection of a Lien on such asset is governed by the laws of a jurisdiction other than The Netherlands, the Federal Republic of Germany, Luxembourg, the Republic of France or the United Kingdom (and, for the avoidance of doubt, any such asset shall not constitute an "Applicable Asset" and shall not count toward the dollar baskets in this paragraph (c)). Notwithstanding the foregoing, no Grantor or GEBV Subsidiary will be required to take any action pursuant to this paragraph (c) if (i) in the case of a Grantor, it shall have received an opinion of counsel in the applicable jurisdiction that, under circumstances referred to in such opinion, such action would subject its officers or directors to a material risk of personal liability and there shall be a material risk that the circumstances referred to in such opinion will occur, or (ii) the total costs (including taxes) of any such action would be disproportionate to the benefit obtained by the beneficiaries of such action. In the event that any Grantor that is organized under German law as a *Kommanditgesellschaft* (a "KG") shall, at any time, be party to or enter into any kind of lease arrangement pursuant to which it leases property, plant and equipment with a value of more than $10,000,000 to one of its Affiliates that is organized under German law as a *Gesellschaft mit beschraenkter Haftung* (a "GmbH"), such KG will promptly notify the Collateral Agent and will, within 30 days (or such longer period as may be reasonable under the circumstances) after such notification, assign all rights that it has to terminate such lease arrangement (and, if such right does not exist in such lease, amend such lease so that it shall be terminable at the election of the lessor at any time upon and during the continuance of an Event of Default) to the Collateral Agent under a Security Agreement reasonably acceptable to the Collateral Agent and such Grantor to secure the Applicable Secured Obligations of such Grantor.

(d) Goodyear, GEBV and each other Borrower will, and will cause each of their respective Subsidiaries to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions, as may be reasonably requested by the Collateral Agent in order to cause the

security interests purported to be created by the Security Documents or required to be created under the terms of this Agreement to constitute valid security interests, perfected in accordance with this Agreement.

ARTICLE VI

Negative Covenants

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated and all LC Disbursements shall have been reimbursed, each of Goodyear and GEBV and each other Borrower covenants and agrees that:

SECTION 6.01. Limitation on Indebtedness. (a) Goodyear shall not, and shall not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Indebtedness; provided, however, that Goodyear or any U.S. Subsidiary Guarantor may Incur Indebtedness if on the date of such Incurrence and after giving effect thereto and to the application of the proceeds therefrom the Consolidated Coverage Ratio would be greater than 2.0:1.0.

(b) Notwithstanding the foregoing paragraph (a), Goodyear and its Restricted Subsidiaries may Incur the following Indebtedness:

(1) (x) U.S. Bank Indebtedness in an aggregate principal amount not to exceed the greater of (A) $3,500,000,000, and (B) the sum of (i) 60% of the book value of the inventory of Goodyear and its Restricted Subsidiaries plus (ii) 80% of the book value of the accounts receivable of Goodyear and its Restricted Subsidiaries (other than any accounts receivable pledged, sold or otherwise transferred or encumbered by Goodyear or any Restricted Subsidiary in connection with a Qualified Receivables Transaction), in each case, as of the end of the most recent fiscal quarter for which financial statements have been filed with the SEC, and (y) European Bank Indebtedness in an aggregate principal amount not to exceed €800,000,000, as such amount may be increased pursuant to Section 2.22 hereof; provided, however, that the amount of Indebtedness that may be Incurred pursuant to this clause (1) shall be reduced by any amount of Indebtedness Incurred and then outstanding pursuant to the election provision of clause (10)(A)(ii) below;

(2) Indebtedness of Goodyear owed to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owed to and held by Goodyear or any Restricted Subsidiary; provided, however, that any subsequent event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to Goodyear or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the issuer thereof;

(3) Indebtedness (A) outstanding on the Restatement Effective Date (other than the Indebtedness described in clauses (1) and (2) above and clause (12) below), and (B) consisting of Refinancing Indebtedness Incurred in respect of any Indebtedness described in this clause (3) (including Indebtedness that is Refinancing Indebtedness) or the foregoing paragraph (a);

(4) (A) Indebtedness of a Restricted Subsidiary Incurred and outstanding on or prior to the date on which such Restricted Subsidiary was acquired by Goodyear or a Restricted Subsidiary (other than Indebtedness Incurred in contemplation of, in connection with, as

consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Subsidiary of or was otherwise acquired by Goodyear); provided, however, that on the date that such Restricted Subsidiary is acquired by Goodyear, (i) Goodyear would have been able to Incur $1.00 of additional Indebtedness pursuant to the foregoing paragraph (a) after giving effect to the Incurrence of such Indebtedness pursuant to this clause (4) or (ii) the Consolidated Coverage Ratio immediately after giving effect to such Incurrence and acquisition would be greater than such ratio immediately prior to such transaction and (B) Refinancing Indebtedness Incurred by a Restricted Subsidiary in respect of Indebtedness Incurred by such Restricted Subsidiary pursuant to this clause (4);

(5) Indebtedness (A) in respect of performance bonds, Trade Acceptances, bank guarantees, letters of credit and surety or appeal bonds entered into by Goodyear or any Restricted Subsidiary in the ordinary course of business, and (B) Hedging Obligations entered into in the ordinary course of business to hedge risks with respect to Goodyear's or a Restricted Subsidiary's interest rate, currency or raw materials pricing exposure and not entered into for speculative purposes;

(6) Purchase Money Indebtedness, Capitalized Lease Obligations and Attributable Debt and Refinancing Indebtedness in respect thereof in an aggregate principal amount on the date of Incurrence that, when added to all other Indebtedness Incurred pursuant to this clause (6) and then outstanding, will not exceed the greater of (A) $800,000,000 and (B) 5.0% of Consolidated assets of Goodyear as of the end of the most recent fiscal quarter for which financial statements have been filed with the SEC; provided that the aggregate outstanding amount of Attributable Debt in respect of Sale/Leaseback Transactions involving GEBV or any Restricted GEBV Subsidiary shall not at any time exceed €65,000,000;

(7) Indebtedness Incurred by a Receivables Entity in a Qualified Receivables Transaction;

(8) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five Business Days of a Financial Officer's becoming aware of its Incurrence;

(9) any Guarantee by Goodyear or a Restricted Subsidiary of Indebtedness or other obligations of Goodyear or any Restricted Subsidiary so long as the Incurrence of such Indebtedness or other obligations by Goodyear or such Restricted Subsidiary is permitted under the terms of this Agreement (other than Indebtedness Incurred pursuant to clause (4) above);

(10) (A) Indebtedness of Foreign Restricted Subsidiaries in an aggregate principal amount that, when added to all other Indebtedness Incurred pursuant to this clause (10)(A) and then outstanding, will not exceed (i) $2,000,000,000 plus (ii) any amount then permitted to be Incurred pursuant to clause (1) above that Goodyear instead elects to Incur pursuant to this clause (10)(A); provided that (x) the aggregate outstanding amount of Indebtedness Incurred by GEBV and the Restricted GEBV Subsidiaries pursuant to this clause (10)(A) (other than up to €500,000,000 in aggregate principal amount of Indebtedness of GEBV under the GEBV Notes) shall not, taken together with the Guarantees referred to in clause (y)

(but without duplication of Indebtedness and Guarantees thereof to the extent both are incurred in reliance on this clause 10(A)), at any time exceed €500,000,000, and (y) any Guarantee of Indebtedness (other than (p) any Guarantee of the Obligations or (q) any Guarantee of Indebtedness Incurred by GEBV or any of the Restricted GEBV Subsidiaries by any GEBV Loan Party (other than any GEBV Loan Party organized under the laws of the Federal Republic of Germany) or by any other Restricted GEBV Subsidiary that, if it Guarantees any Indebtedness of any GEBV Loan Party in an aggregate amount for all such Guarantees in excess of €25,000,000, provides a Guarantee of the Obligations satisfactory to the Administrative Agent) provided on or after the Restatement Effective Date by GEBV or any Restricted GEBV Subsidiary shall be deemed to be incurred in reliance on this clause (10) and shall not, taken together with the Indebtedness referred to in clause (x) (but without duplication of Indebtedness and Guarantees thereof to the extent both are incurred in reliance on this clause 10(A)), at any time exceed €500,000,000; and

(B) Indebtedness of Foreign Restricted Subsidiaries Incurred in connection with a Qualified Receivables Transaction in an amount not to exceed €600,000,000 at any one time outstanding;

(11) Indebtedness constituting Secured Indebtedness or unsecured Indebtedness (in each case other than Indebtedness of GEBV and the Restricted GEBV Subsidiaries) in an amount not to exceed $1,300,000,000 and Refinancing Indebtedness in respect thereof;

(12) Senior Subordinated-Lien Indebtedness and the related Guarantees by Subsidiaries of Goodyear and Refinancing Indebtedness in respect thereof; and

(13) Indebtedness of Goodyear and the Restricted Subsidiaries in an aggregate principal amount on the date of Incurrence that, when added to all other Indebtedness Incurred pursuant to this clause (13) and then outstanding, will not exceed $150,000,000; provided that the aggregate outstanding amount of Indebtedness Incurred by GEBV and the Restricted GEBV Subsidiaries pursuant to this clause (13) shall not at any time exceed €50,000,000.

(c) For purposes of determining the outstanding principal amount of any particular Indebtedness Incurred pursuant to this Section 6.01:

(1) Outstanding Indebtedness Incurred pursuant to this Agreement or the First Lien Agreement prior to or on the Restatement Effective Date shall be deemed to have been Incurred pursuant to clause (1) of paragraph (b) above;

(2) Indebtedness permitted by this Section 6.01 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(3) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in this Section 6.01, Goodyear, in its sole discretion, shall classify such Indebtedness (or any portion thereof) as of the time of Incurrence and will only be required to include the amount of such Indebtedness in one of such clauses (provided that any Indebtedness originally classified as Incurred pursuant to Sections 6.01(b)(2) through (b)(13) may later be reclassified as having been Incurred pursuant to Section 6.01(a) or any

other of Sections 6.01(b)(2) through (b)(13) to the extent that such reclassified Indebtedness could be Incurred pursuant to Section 6.01(a) or one of Sections 6.01(b)(2) through (b)(13), as the case may be, if it were Incurred at the time of such reclassification).

(d) For purposes of determining compliance as of any date with any dollar or Euro denominated restriction on the Incurrence of Indebtedness where the Indebtedness Incurred is denominated in a different currency, the amount of such Indebtedness will be the U.S. Dollar Equivalent or 6.01 Euro Equivalent, as the case may be, determined on the date of the Incurrence of such Indebtedness; provided, however, that if any such Indebtedness denominated in a different currency is subject to a Currency Agreement with respect to U.S. Dollars or Euros, as the case may be, covering all principal, premium, if any, and interest payable on such Indebtedness, the amount of such Indebtedness expressed in U.S. Dollars or Euros will be as provided in such Currency Agreement. The principal amount of any Refinancing Indebtedness Incurred in the same currency as the Indebtedness being Refinanced will be the U.S. Dollar Equivalent or 6.01 Euro Equivalent, as appropriate, of the Indebtedness Refinanced determined on the date of the Incurrence of such Indebtedness, except to the extent that (i) such U.S. Dollar Equivalent or 6.01 Euro Equivalent was determined based on a Currency Agreement, in which case the Refinancing Indebtedness will be determined in accordance with the immediately preceding sentence, and (ii) the principal amount of the Refinancing Indebtedness exceeds the principal amount of the Indebtedness being Refinanced, in which case the U.S. Dollar Equivalent or 6.01 Euro Equivalent, as appropriate, of such excess will be determined on the date such Refinancing Indebtedness is Incurred.

(e) Notwithstanding any other provision of this Agreement, if new GEBV Notes are issued for the purpose of refinancing or replacing existing GEBV Notes and a notice of redemption is given or expected to be given in respect of existing GEBV Notes, the aggregate principal amount of the existing GEBV Notes subject to such notice of redemption shall be disregarded in determining compliance with this Section 6.01 during the period commencing on the date of issuance of such new GEBV Notes and ending on the earlier of the 90th day thereafter and the date on which such existing GEBV Notes are redeemed.

SECTION 6.02. Limitation on Restricted Payments. (a) Goodyear shall not, and shall not permit any Restricted Subsidiary, directly or indirectly, to make any Restricted Payment if at the time Goodyear or such Restricted Subsidiary makes any Restricted Payment:

(1) a Default will have occurred and be continuing (or would result therefrom);

(2) Goodyear could not Incur at least $1.00 of additional Indebtedness under Section 6.01(a); or

(3) the aggregate amount of such Restricted Payment and all other Restricted Payments (the amount so expended, if other than in cash, to be determined in good faith by a Financial Officer of Goodyear, whose determination will be conclusive) declared or made subsequent to the Reference Date would exceed the sum, without duplication, of:

(i) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fiscal quarter immediately following the fiscal quarter during which the Reference Date occurs to the end of the most recent fiscal quarter for which financial statements have been filed with the SEC prior to the date of such Restricted Payment (or, in case such Consolidated Net Income will be a deficit, minus 100% of such deficit);

(ii) 100% of the aggregate Net Cash Proceeds received by Goodyear from the issuance or sale of its Capital Stock (other than Disqualified Stock) subsequent to the

Reference Date (other than an issuance or sale to a Subsidiary of Goodyear and other than an issuance or sale to an employee stock ownership plan or to a trust established by Goodyear or any of its Subsidiaries for the benefit of their employees) and 100% of any cash capital contribution received by Goodyear from its shareholders subsequent to the Reference Date;

(iii) the amount by which Indebtedness of Goodyear or its Restricted Subsidiaries is reduced on Goodyear's Consolidated balance sheet upon the conversion or exchange (other than by a Subsidiary of Goodyear) subsequent to the Reference Date of any Indebtedness of Goodyear or its Restricted Subsidiaries issued after the Reference Date which is convertible or exchangeable for Capital Stock (other than Disqualified Stock) of Goodyear (less the amount of any cash or the Fair Market Value of other property distributed by Goodyear or any Restricted Subsidiary upon such conversion or exchange); and

(iv) an amount equal to the sum of (x) the net reduction in the Investments (other than Permitted Investments) made by Goodyear or any Restricted Subsidiary in any Person resulting from repurchases, repayments or redemptions of such Investments by such Person, proceeds realized on the sale of such Investments and proceeds representing the return of capital (excluding dividends and distributions), in each case realized by Goodyear or any Restricted Subsidiary, and (y) to the extent such Person is an Unrestricted Subsidiary, the portion (proportionate to Goodyear's Capital Stock in such Subsidiary) of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, however, that the foregoing sum shall not exceed, in the case of any such Person or Unrestricted Subsidiary, the amount of Investments (excluding Permitted Investments) previously made (and treated as a Restricted Payment) by Goodyear or any Restricted Subsidiary in such Person or Unrestricted Subsidiary.

(b) The provisions of Section 6.02(a) shall not prohibit the following Restricted Payments to the extent made by Goodyear or any Restricted Subsidiary other than GEBV or any GEBV Subsidiary:

(1) any Restricted Payment made out of the Net Cash Proceeds of the substantially concurrent sale of, or made by exchange for, Capital Stock of Goodyear (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of Goodyear or an employee stock ownership plan or to a trust established by Goodyear or any of its Subsidiaries for the benefit of their employees to the extent such sale to such an employee stock ownership plan or trust is financed by loans from or guaranteed by Goodyear or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination) or a substantially concurrent cash capital contribution received by Goodyear from its shareholders; provided, however, that:

(A) such Restricted Payment shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3), and

(B) the Net Cash Proceeds from such sale applied in the manner set forth in Section 6.02(b)(1) shall be excluded from the calculation of amounts under Section 6.02(a)(3)(ii);

(2) any prepayment, repayment or Purchase for value of Subordinated Obligations of Goodyear or any U.S. Subsidiary Guarantor (i) that are made by exchange for, or out of the proceeds of the sale of, other Subordinated Obligations (as defined in the First Lien Agreement and which (x) satisfy each of clauses (4) and (5) of the definition of Refinancing Indebtedness (as defined in the First Lien Agreement) in respect of the Subordinated Obligations being prepaid, repaid or Purchased and (y) may include Indebtedness Incurred under Section 6.01(a)) or the Net Cash Proceeds of a sale of Capital Stock of Goodyear; provided, in each case, that the public announcement of the launch of such prepayment, repayment or Purchase for value is made within three months of such sale of Subordinated Obligations or Capital Stock, or (ii) if, at the time thereof, Goodyear shall, on a pro forma basis after giving effect to such prepayment, repayment or Purchase for value, have $150,000,000 or more of Available Commitments (as defined in the First Lien Agreement); provided, however, that each such prepayment, repayment or Purchase for value under this paragraph (2) shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(3) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividends would have complied with this covenant; provided, however, that such dividends shall be included in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(4) any Purchase for value of Capital Stock of Goodyear or any of its Subsidiaries from employees, former employees, directors or former directors of Goodyear or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; provided, however, that the aggregate amount of such Purchases for value will not exceed $10,000,000 in any calendar year; provided further, however, that any of the $10,000,000 permitted to be applied for Purchases under this Section 6.02(b)(4) in a calendar year (and not so applied) may be carried forward for use in the following two calendar years; provided further, however, that such Purchases for value shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(5) so long as no Default has occurred and is continuing, payments of dividends on Disqualified Stock issued after the Reference Date pursuant to Section 6.01; provided, however, that such dividends shall be included in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(6) repurchases of Capital Stock deemed to occur upon the vesting or exercise of stock options, restricted stock or similar equity awards if such Capital Stock represents a portion of the exercise price of such stock options, restricted stock or similar equity awards and the withholding Tax related thereto; provided, however, that such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(7) so long as no Default has occurred and is continuing, any prepayment, repayment or Purchase for value of Subordinated Obligations of Goodyear and the U.S. Subsidiary Guarantors from Net Available Cash; provided, however, that such prepayment, repayment

or Purchase for value shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(8) [intentionally omitted];

(9) so long as no Default has occurred and is continuing, any prepayment, repayment or Purchase for value of any Indebtedness within 365 days of the Stated Maturity of such Indebtedness; provided, however, that such prepayment, repayment or Purchase for value shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(10) payments to holders of Capital Stock (or to the holders of Indebtedness that is convertible into or exchangeable for Capital Stock upon such conversion or exchange) in lieu of the issuance of fractional shares; provided, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3);

(11) [intentionally omitted]; or

(12) any Restricted Payment in an amount which, when taken together with all Restricted Payments made after the Reference Date pursuant to this Section 6.02(b)(12), does not exceed $800,000,000; provided, however, that

(A) at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom); and

(B) such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3).

(c) Notwithstanding any other provision of this Section 6.02, GEBV shall not, and Goodyear and GEBV shall not permit any Restricted GEBV Subsidiary, directly or indirectly, to make any Restricted Payment or Permitted GEBV Investment, except that:

(1) GEBV and the Restricted GEBV Subsidiaries may make any Permitted GEBV Investment other than, at any time when a Default has occurred and is continuing (or would result therefrom), (x) an Investment in any Person other than GEBV, a Restricted GEBV Subsidiary or any Person that will be a Restricted GEBV Subsidiary after giving effect to such Investment in reliance on clause (5) of the definition of Permitted GEBV Investment or (y) an Investment in Goodyear or any Subsidiary of Goodyear other than GEBV or any Restricted GEBV Subsidiary in reliance on any of clauses (5), (6) or (8) of the definition of Permitted GEBV Investment;

(2) GEBV may declare and pay dividends in cash and intangible assets ratably with respect to its Capital Stock in an aggregate amount not to exceed 100% of cumulative net income (giving effect to losses) of GEBV and the GEBV Subsidiaries, determined on a consolidated basis in accordance with GAAP, after January 1, 2003 (net of all such dividends paid in respect of such cumulative net income on or after January 1, 2003);

(3) the Restricted GEBV Subsidiaries may make Restricted Payments with respect to their Capital Stock so long as such Restricted Payments are made ratably or on a basis more favorable to GEBV and the Restricted GEBV Subsidiaries than ratably;

(4) GEBV and the Restricted GEBV Subsidiaries may make any prepayment, repayment or Purchase for value of Subordinated Obligations of GEBV or any Subsidiary Guarantor (i) that are made by exchange for, or out of the proceeds of the sale of, other Subordinated Obligations (which satisfy each of clauses (4), (5) and (C) of the definition of Refinancing Indebtedness in respect of the Subordinated Obligations being prepaid, repaid or Purchased) or the Net Cash Proceeds of an equity contribution to GEBV; provided, in each case, that the public announcement of the launch of such prepayment, repayment or Purchase for value is made within three months of such sale of Subordinated Obligations or equity contribution;

(5) GEBV and the Restricted GEBV Subsidiaries may make any prepayment, repayment or Purchase for value of any Indebtedness of GEBV or any Restricted GEBV Subsidiary within 365 days of the Stated Maturity of such Indebtedness;

(6) so long as at the time such Restricted Payment is made no Default will have occurred and be continuing (or would result therefrom), GEBV and the Restricted GEBV Subsidiaries may make repurchases, repayments or prepayments of Indebtedness in an aggregate amount not greater than $35,000,000 in any calendar year; and

(7) so long as at the time such Restricted Payment is made no Default will have occurred and be continuing (or would result therefrom), GEBV and the Restricted GEBV Subsidiaries may make repurchases, repayments or prepayments of Indebtedness of GEBV or any Restricted Subsidiary in an aggregate amount not greater than $135,000,000 during the term of this Agreement; provided, however, that each Restricted Payment made under any of paragraphs (1) through (7) shall be excluded in the calculation of the amount of Restricted Payments under Section 6.02(a)(3).

SECTION 6.03. Limitation on Restrictions on Distributions from Restricted Subsidiaries. Goodyear shall not, and shall not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to Goodyear;

(2) make any loans or advances to Goodyear; or

(3) transfer any of its property or assets to Goodyear, except:

(A) any encumbrance or restriction pursuant to applicable law, rule, regulation or order or an agreement in effect at or entered into on the Restatement Effective Date;

(B) any encumbrance or restriction with respect to a Restricted Subsidiary pursuant to an agreement relating to any Indebtedness Incurred by such Restricted Subsidiary prior to the date on which such Restricted Subsidiary was acquired by Goodyear (other than Indebtedness Incurred as consideration in, in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was otherwise acquired by Goodyear) and outstanding on such date;

(C) any encumbrance or restriction pursuant to an agreement effecting a Refinancing of Indebtedness Incurred pursuant to an agreement referred to in Section 6.03(3)(A) or Section 6.03(3)(B) or this Section 6.03(3)(C) or contained in any amendment to an agreement referred to in Section 6.03(3)(A) or Section 6.03(3)(B) or this Section 6.03(3)(C); provided, however, that the encumbrances and restrictions contained in any such Refinancing agreement or amendment are no less favorable in any material respect to the Lenders than the encumbrances and restrictions contained in such predecessor agreements;

(D) in the case of Section 6.03(3), any encumbrance or restriction:

(i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or the assignment or transfer of any such lease, license or other contract; or

(ii) contained in mortgages, pledges and other security agreements securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restriction restricts the transfer of the property subject to such security agreements;

(E) with respect to a Restricted Subsidiary, any restriction imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;

(F) any encumbrance or restriction existing under or by reason of Indebtedness or other contractual requirements of a Receivables Entity or any other party to a Qualified Receivables Transaction in connection with a Qualified Receivables Transaction;

provided, however, that such restrictions apply only to such Receivables Entity or such other party, as applicable;

(G) purchase money obligations for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions on the property purchased or leased of the nature described in Section 6.03(3);

(H) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements;

(I) restrictions on cash or other deposits or net worth imposed by customers, suppliers or, in the ordinary course of business, other third parties; and

(J) with respect to any Foreign Restricted Subsidiary, any encumbrance or restriction contained in the terms of any Indebtedness, or any agreement pursuant to which such Indebtedness was issued, if:

(i) the encumbrance or restriction applies only in the event of a payment default or a default with respect to a financial covenant contained in such Indebtedness or agreement; or

(ii) at the time such Indebtedness is Incurred, such encumbrance or restriction is not expected to materially affect Goodyear's ability to make principal or interest payments on the Obligations, as determined in good faith by a Financial Officer of Goodyear, whose determination shall be conclusive.

SECTION 6.04. Limitation on Sales of Assets and Subsidiary Stock.

(a) Goodyear shall not, and shall not permit any Restricted Subsidiary to, make any Asset Disposition unless:

(1) Goodyear or such Restricted Subsidiary receives consideration (including by way of relief from, or by any other Person assuming sole responsibility for, any liabilities, contingent or otherwise) at the time of such Asset Disposition at least equal to the Fair Market Value of the shares and assets subject to such Asset Disposition; and

(2) at least 75% of the consideration therefor received by Goodyear or such Restricted Subsidiary is in the form of cash or Additional Assets.

(b) For the purposes of this covenant, the following are deemed to be cash:

(1) the assumption of Indebtedness or other obligations of Goodyear (other than obligations in respect of Disqualified Stock of Goodyear) or any Restricted Subsidiary (other than obligations in respect of Disqualified Stock and Preferred Stock of a Restricted Subsidiary that is a Subsidiary Guarantor) and the release of Goodyear or such Restricted Subsidiary from all liability on such Indebtedness or obligations in connection with such Asset Disposition;

(2) any Designated Noncash Consideration having an aggregate Fair Market Value that, when taken together with all other Designated Noncash Consideration received pursuant to this clause and then outstanding, does not exceed at the time of the receipt of such Designated Noncash Consideration (with the Fair Market Value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value) the greater of (1) $200,000,000 and (2) 1.5% of the total Consolidated assets of Goodyear as shown on the most recent balance sheet of Goodyear filed with the SEC;

(3) securities, notes or similar obligations received by Goodyear or any Restricted Subsidiary from the transferee that are promptly converted by Goodyear or such Restricted Subsidiary into cash; and

(4) Temporary Cash Investments.

(c) Notwithstanding paragraph (a) above, GEBV shall not, and Goodyear and GEBV shall not permit any Restricted GEBV Subsidiary to, make any Asset Disposition, except:

(1) so long as the conditions specified in paragraph (a) of this Section 6.04 are satisfied, Asset Dispositions of any Capital Stock of any Person that is not a Subsidiary;

(2) Asset Dispositions by GEBV or any GEBV Subsidiary (other than Asset Dispositions of accounts receivable or inventory that are not sold in connection with the Asset Disposition of a business or line of business); provided that:

(A) the aggregate consideration received in all Asset Dispositions made in reliance on this clause (2) does not exceed €350,000,000;

(B) the aggregate consideration received in Asset Dispositions made in reliance on this clause (2) with respect to (A) Capital Stock of a Foreign Subsidiary pledged pursuant to the Security Documents and (B) all or substantially all of the assets of a Foreign Subsidiary whose Capital Stock is pledged pursuant to the Security Documents, does not exceed an amount equal to (x) $50,000,000 minus (y) the aggregate fair value of Capital Stock of Foreign Subsidiaries in respect of which the security interest under the Security Documents has been released pursuant to Section 6.04(d);

(C) each Asset Disposition made in reliance on this clause (2) is made for fair value, as reasonably determined by Goodyear; and

(D) except with respect to €100,000,000 (determined net of any cash or cash equivalents subsequently realized on the Asset Disposition and net of the repayment of any portion of non-cash consideration received in connection with an Asset Disposition that represented non-cash consideration in excess of 25% of the total consideration received in such Asset Disposition) of aggregate consideration for Asset Dispositions made in reliance on this clause (2), at least 75% of the consideration received in each such Asset Disposition is in the form of cash (with clause (2) of paragraph (b) being inapplicable for purposes of this clause (2)); and

(3) so long as the conditions specified in paragraph (a) of this Section 6.04 are satisfied, sales of assets in Sale/Leaseback Transactions permitted by Section 6.07.

(d) Upon receipt of written notice from Goodyear to the Collateral Agent, the Collateral Agent is hereby authorized and directed to release any security interest under any Security Document in any Capital Stock of any Foreign Subsidiary transferred, for tax planning or other business purposes, consistent with Goodyear's past practices, to any Foreign Subsidiary whose Capital Stock has been pledged under any of the Security Documents if either (i) the transferor of such Capital Stock is Goodyear or a U.S. Subsidiary and such release is required in order to obtain the desired amount of consideration from such transfer, or (ii) after giving effect to such transfer, the aggregate fair value of all such Capital Stock (other than Capital Stock transferred in a transaction described in the immediately preceding clause (i)), determined as of the date of each respective transfer, does not exceed (x) in the case of such transfers by GEBV and the Restricted GEBV Subsidiaries, $50,000,000, and (y) in the case of all such transfers, $250,000,000.

SECTION 6.05. Limitation on Transactions with Affiliates. (a) Goodyear shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, enter into or conduct any transaction or series of related transactions (including the purchase, sale, lease or exchange of any property or the

rendering of any service) with any Affiliate of Goodyear (an "Affiliate Transaction") unless such transaction is on terms:

(1) that are no less favorable to Goodyear or such Restricted Subsidiary, as the case may be, than those that could be obtained at the time of such transaction in arm's-length dealings with a Person who is not such an Affiliate,

(2) that, in the event such Affiliate Transaction involves an aggregate amount in excess of $25,000,000,

(A) are set forth in writing, and

(B) have been approved by a majority of the members of the Board of Directors having no personal stake in such Affiliate Transaction; and

(3) that, in the event such Affiliate Transaction involves an amount in excess of $75,000,000, have been determined by a nationally recognized appraisal, accounting or investment banking firm to be fair, from a financial standpoint, to Goodyear and its Restricted Subsidiaries.

(b) The provisions of Section 6.05(a) will not prohibit:

(1) any Restricted Payment permitted to be paid pursuant to Section 6.02;

(2) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, incentive compensation plans, stock options and stock ownership plans approved by the Board of Directors;

(3) the grant of stock options or similar rights to employees and directors of Goodyear pursuant to plans approved by the Board of Directors,

(4) loans or advances to employees in the ordinary course of business of Goodyear;

(5) the payment of reasonable fees and compensation to, or the provision of employee benefit arrangements and indemnity for the benefit of, directors, officers and employees of Goodyear and its Restricted Subsidiaries in the ordinary course of business;

(6) any transaction between or among any of Goodyear, any Restricted Subsidiary or any joint venture or similar entity which would constitute an Affiliate Transaction solely because Goodyear or a Restricted Subsidiary owns an equity interest in or otherwise controls such Restricted Subsidiary, joint venture or similar entity;

(7) the issuance or sale of any Capital Stock (other than Disqualified Stock) of Goodyear;

(8) any agreement as in effect on the Restatement Effective Date described in the Disclosure Documents, or any renewals, extensions or amendments of any such agreement (so long as such renewals, extensions or amendments are not less favorable in any material respect to Goodyear or its Restricted Subsidiaries) and the transactions evidenced thereby;

(9) transactions with customers, clients, suppliers or purchasers or sellers of goods or services in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement which are fair to Goodyear or its Restricted Subsidiaries, in the reasonable determination of the Board of Directors or the senior management thereof, or are on terms at least as favorable as could reasonably have been obtained at such time from an unaffiliated party; or

(10) any transaction effected as part of a Qualified Receivables Transaction.

(c) Notwithstanding paragraphs (a) and (b) above, GEBV will not, nor will it permit any Restricted GEBV Subsidiary to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (i) transactions in the ordinary course of business that are consistent with past practices or are at prices and on terms and conditions no less favorable to GEBV or such Restricted GEBV Subsidiary than could be obtained on an arm's-length basis from unrelated third parties in the reasonable judgment of GEBV, (ii) transactions between or among GEBV and the Restricted GEBV Subsidiaries not involving any other Affiliate and (iii) any Restricted Payment permitted by Section 6.02.

SECTION 6.06. Limitation on Liens. Goodyear shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, Incur or permit to exist any Lien of any nature whatsoever on any of its property or assets (including Capital Stock of a Restricted Subsidiary), whether owned at the Restatement Effective Date or thereafter acquired, securing any Indebtedness, except:

(a) Liens to secure Indebtedness permitted pursuant to Section 6.01(b)(1) and Liens under the Credit Documents securing Obligations;

(b) Liens to secure Indebtedness permitted pursuant to Section 6.01(b)(12);

(c) pledges or deposits by such Person under workers' compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(d) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(e) Liens for taxes, assessments or other governmental charges not yet due or payable or subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings;

(f) Liens on assets not constituting Collateral under this Agreement which secure obligations under letters of credit, bank guarantees, Trade Acceptances or similar credit transactions or are in favor of issuers of surety or performance bonds issued pursuant to the request of and for the account of such Person in the ordinary course of its business; provided,

however, that such letters of credit, bank guarantees, Trade Acceptances and similar credit transactions do not constitute Indebtedness;

(g) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness for borrowed money and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(h) Liens securing Indebtedness Incurred to finance the construction, purchase or lease of, or repairs, improvements or additions to, property of such Person (including Indebtedness Incurred under Section 6.01(b)(6)); provided, however, that the Lien may not extend to any other property (other than property related to the property being financed) owned by such Person or any of its Subsidiaries at the time the Lien is Incurred, and the Indebtedness (other than any interest thereon) secured by the Lien may not be Incurred more than 180 days after the later of the acquisition, completion of construction, repair, improvement, addition or commencement of full operation of the property subject to the Lien;

(i) Liens existing on the Restatement Effective Date (which Liens, in the case of Liens on assets of Goodyear, GEBV, each Subsidiary Guarantor and each U.S. Subsidiary Guarantor, are set forth in Annex II to the Disclosure Letter); provided that (x) any such Lien shall not apply to any other property or asset of Goodyear or any Restricted Subsidiary and (y) any such Lien shall secure only those obligations which it secured on the Restatement Effective Date and extensions, renewals and replacements thereof that do not increase the outstanding principal amount hereof (other than Liens referred to in the foregoing clauses (a) and (b));

(j) Liens on property or shares of stock of another Person at the time such other Person becomes a Subsidiary of such Person; provided, however, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such other Person becoming such a Subsidiary; provided further, however, that such Liens do not extend to any other property owned by such Person or any of its Subsidiaries, except pursuant to after-acquired property clauses existing in the applicable agreements at the time such Person becomes a Subsidiary which do not extend to property transferred to such Person by Goodyear or a Restricted Subsidiary;

(k) Liens on property at the time such Person or any of its Subsidiaries acquires the property, including any acquisition by means of a merger or consolidation with or into such Person or any Subsidiary of such Person; provided, however, that such Liens are not created, Incurred or assumed in connection with, or in contemplation of, such acquisition; provided further, however, that the Liens do not extend to any other property owned by such Person or any of its Subsidiaries;

(l) Liens securing Indebtedness or other obligations of a Subsidiary of such Person owing to such Person or a Restricted Subsidiary of such Person;

(m) Liens securing Hedging Obligations so long as such Hedging Obligations are permitted to be Incurred under this Agreement;

(n) Liens on assets not constituting Collateral under this Agreement which secure Indebtedness of any Foreign Restricted Subsidiary Incurred under Section 6.01(b)(10); provided that assets of GEBV and the Restricted GEBV Subsidiaries shall only secure Indebtedness of GEBV and the Restricted GEBV Subsidiaries and that the aggregate principal amount of Indebtedness of GEBV and the Restricted GEBV Subsidiaries secured by Liens Incurred in reliance on this clause (n), on clause (w) or on clause (y) shall not at any time exceed €135,000,000;

(o) Liens to secure any Refinancing (or successive Refinancings) as a whole, or in part, of any Indebtedness secured by any Lien referred in the foregoing clauses (h), (i), (j) and (k); provided, however, that:

(1) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements, accessions, proceeds, dividends or distributions in respect thereof); and

(2) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of:

(A) the outstanding principal amount or, if greater, committed amount of the Indebtedness secured by Liens described under clauses (h), (i), (j) or (k) at the time the original Lien became a permitted Lien under this Agreement; and

(B) an amount necessary to pay any fees and expenses, including premiums, related to such Refinancings;

(p) Liens on accounts receivables and related assets of the type specified in the definition of "Qualified Receivables Transaction" not constituting Collateral under this Agreement Incurred in connection with a Qualified Receivables Transaction;

(q) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(r) Liens arising from Uniform Commercial Code financing statement filings regarding leases that do not otherwise constitute Indebtedness and that are entered into in the ordinary course of business;

(s) leases and subleases of real property which do not materially interfere with the ordinary conduct of the business of Goodyear and its Subsidiaries;

(t) Liens which constitute bankers' Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with any bank or other financial institution, whether arising by operation of law or pursuant to contract;

(u) Liens on specific items of inventory or other goods (and proceeds thereof) of any Person securing such Person's obligations in respect of Trade Acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(v) Liens on specific items of inventory or other goods and related documentation (and proceeds thereof) securing reimbursement obligations in respect of trade letters of credit issued to ensure payment of the purchase price for such items of inventory or other goods;

(w) Liens on assets not constituting Collateral under this Agreement which secure Indebtedness Incurred under Section 6.01(b)(11) or (13); provided that assets of GEBV and the Restricted GEBV Subsidiaries shall only secure Indebtedness of GEBV and the Restricted GEBV Subsidiaries and that the aggregate principal amount of Indebtedness of GEBV and the Restricted GEBV Subsidiaries secured by Liens Incurred in reliance on clause (n), on this clause (w) or on clause (y) shall not at any time exceed €135,000,000;

(x) Liens on assets subject to Sale/Leaseback Transactions; provided that the aggregate outstanding Attributable Debt in respect of such Liens (other than any such Liens imposed against all or a portion of the Borrower's properties in Akron, Summit County, Ohio subject to a Sale/Leaseback Transaction) shall not at any time exceed $125,000,000; and

(y) other Liens on assets that do not constitute Collateral to secure Indebtedness as long as the amount of outstanding Indebtedness secured by Liens Incurred pursuant to this clause (y) does not exceed 7.5% of Consolidated assets of Goodyear, as determined based on the consolidated balance sheet of Goodyear as of the end of the most recent fiscal quarter for which financial statements have been filed with the SEC; provided that assets of GEBV and the Restricted GEBV Subsidiaries shall only secure Indebtedness of GEBV and the Restricted GEBV Subsidiaries and that the aggregate principal amount of Indebtedness of GEBV and the Restricted GEBV Subsidiaries secured by Liens Incurred in reliance on clause (n), on clause (w) or on this clause (y) shall not at any time exceed €135,000,000; provided, however, that notwithstanding whether this clause (y) would otherwise be available to secure Indebtedness, Liens securing Indebtedness originally secured pursuant to this clause (y) may secure Refinancing Indebtedness in respect of such Indebtedness and such Refinancing Indebtedness shall be deemed to have been secured pursuant to this clause (y).

For the avoidance of doubt, each reference in this Section or any other provision of this Agreement to "assets not constituting Collateral" (or any similar phrase) means assets that (a) are not subject to any Lien securing the Obligations and (b) are not and (absent a change in facts) will not be required under the terms of this Agreement or the Security Documents to be made subject to any Lien securing the Obligations by reason of the nature of, or the identity of the Subsidiary owning, such assets (and not as a result of the existence of any other Lien or any legal or contractual provision preventing such assets from being made subject to Liens securing the Obligations).

Notwithstanding any other provision of this Agreement, no trade receivable of GEBV or any GEBV Subsidiary organized under the laws of Luxembourg shall be subject to any Lien securing Indebtedness other than in connection with a Qualified Receivables Transaction; provided that such trade receivables may be subject to Liens securing Indebtedness other than Indebtedness under Qualified Receivables Transactions in an aggregate principal amount not to exceed €7,500,000.

SECTION 6.07. Limitation on Sale/Leaseback Transactions. Goodyear shall not, and shall not permit any Restricted Subsidiary to, enter into any Sale/Leaseback Transaction with respect to any property unless Goodyear or such Restricted Subsidiary would be entitled to:

(a) Incur Indebtedness with respect to such Sale/Leaseback Transaction pursuant to Section 6.01;

(b) create a Lien on such property securing such Indebtedness pursuant to Section 6.06(x) or, to the extent the assets subject to such Sale/Leaseback do not constitute Collateral under this Agreement, create a Lien on such property pursuant to the provisions of Section 6.06;

(c) the gross proceeds payable to Goodyear or such Restricted Subsidiary in connection with such Sale/Leaseback Transaction are at least equal to the Fair Market Value of such property; and

(d) the transfer of such property is permitted by Section 6.04.

Notwithstanding the foregoing, the aggregate outstanding amount of Attributable Debt of GEBV and the Restricted GEBV Subsidiaries in respect of Sale/Leaseback Transactions shall not exceed €65,000,000.

SECTION 6.08. Fundamental Changes. Each of Goodyear and GEBV and each other Borrower will not, and will not permit any of its respective Restricted Subsidiaries to, merge into, amalgamate or consolidate with any other Person, or permit any other Person to merge into, amalgamate or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) assets (including Capital Stock of Subsidiaries) constituting all or substantially all the assets of Goodyear and its Consolidated Subsidiaries, taken as a whole, or all or substantially all the assets of GEBV and its Consolidated Subsidiaries, taken as a whole, or, in the case of Goodyear or any Borrower, liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Restricted Subsidiary that is not a Restricted GEBV Subsidiary may merge into Goodyear in a transaction in which Goodyear is the surviving corporation, (ii) any Restricted Subsidiary may merge into any other Restricted Subsidiary in a transaction in which the surviving entity is a Restricted Subsidiary; except that (A) no U.S. Subsidiary may merge into a Foreign Subsidiary, (B) neither GEBV nor any Restricted GEBV Subsidiary may merge into a Restricted Subsidiary that is not GEBV or a Restricted GEBV Subsidiary (other than a merger of a Restricted GEBV Subsidiary into a Restricted Subsidiary that will become a Restricted GEBV Subsidiary upon the consummation of such merger), (C) no GEBV Loan Party may merge into a Restricted Subsidiary that is not a GEBV Loan Party (other than a Restricted Subsidiary that will become a GEBV Loan Party upon the consummation of such merger) and (D) no Borrower may merge into a Restricted Subsidiary if the surviving entity of such merger is not organized under the laws of The Netherlands, Luxembourg or the Federal Republic of Germany, (iii) any sale of a Restricted Subsidiary made in accordance with Section 6.04 may be effected by a merger of such Restricted Subsidiary and (iv) any Restricted Subsidiary may sell, transfer, lease or otherwise dispose of its assets to Goodyear or to another Restricted Subsidiary; provided that any Investment that takes the form of a merger, amalgamation or consolidation (other than any merger, amalgamation or consolidation involving Goodyear) expressly permitted by Section 6.02 shall be permitted by this Section 6.08.

SECTION 6.09. GEBV Leverage Ratio. GEBV will not permit the ratio at the end of any fiscal quarter of (a) Consolidated Net GEBV Indebtedness at such date to (b) Consolidated GEBV EBITDA for the period of four consecutive fiscal quarters ended at such date, to be greater than 3.00 to 1.00.

SECTION 6.10. [Intentionally omitted].

SECTION 6.11. [Intentionally omitted].

SECTION 6.12. Anti-Corruption Laws and Sanctions. (a) Each Borrower will not request any Borrowing or Letter of Credit, and each Borrower shall not use, and shall procure that its

Subsidiaries shall not use, the proceeds of any Borrowing or any Letter of Credit in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws where such violation would be material to the rights or interests of the Lenders.

(b) Each Borrower will not request any Borrowing or Letter of Credit, and each Borrower shall not use, and shall procure that its Subsidiaries shall not use, the proceeds of any Borrowing or any Letter of Credit for the purpose of funding any activity, business or transaction of or with any Sanctioned Person or in any Sanctioned Country, to the extent such activity, business or transaction would be prohibited by Sanctions if conducted by a Person organized or formed under the laws of the United States, the Federal Republic of Germany, The Netherlands, Luxembourg, France or the United Kingdom.

ARTICLE VII

Events of Default and CAM Exchange

SECTION 7.01. Events of Default. If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Section) payable under this Agreement or any other Credit Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of (i) in the case of fees and interest payable under Sections 2.11 and 2.12, respectively, five Business Days, and (ii) in the case of any other fees, interest or other amounts (other than those referred to in clause (a) of this Section 7.01), five Business Days after the earlier of (A) the day on which a Financial Officer of Goodyear or GEBV first obtains knowledge of such failure and (B) the day on which written notice of such failure shall have been given to GEBV by the Administrative Agent or any Lender or Issuing Bank;

(c) any representation or warranty made or deemed made by or on behalf of Goodyear or GEBV or any other Borrower or any GEBV Loan Party in any Credit Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect when made or deemed made in any respect material to the rights or interests of the Lenders under the Credit Documents;

(d) Goodyear or GEBV or any other Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to any Borrower's existence) or 5.08 or in Article VI;

(e) any Credit Party shall fail to observe or perform any covenant, condition or agreement contained in any Credit Document (other than those specified in clauses (a), (b) and (d) of this Section), and such failure shall continue unremedied for a period of 30 days after written notice thereof from the Administrative Agent to GEBV (which notice will be given at the request of any Lender); provided, that the failure of any Credit Party to perform any covenant, condition or agreement made in any Credit Document (other than this Agreement (except the agreements under

Section 5.01(f)) shall not constitute an Event of Default unless such failure shall be (i) willful or (ii) material to the rights or interests of the Lenders under the Credit Documents;

(f) Goodyear or any Consolidated Subsidiary of Goodyear shall fail to make any payment of principal in respect of any Material Indebtedness at the scheduled due date thereof and such failure shall continue beyond any applicable grace period, or any event or condition occurs that results in any Material Indebtedness (other than any Qualified Receivables Transaction existing on March 31, 2003) becoming due or being required to be prepaid, repurchased, redeemed, defeased or terminated prior to its scheduled maturity (other than, in the case of any Qualified Receivables Transaction, any event or condition not caused by an act or omission of Goodyear or any Subsidiary, if Goodyear shall furnish to the Administrative Agent a certificate to the effect that after the termination of such Qualified Receivables Transaction Goodyear and the Subsidiaries that are a party thereto have sufficient liquidity to operate their businesses in the ordinary course); provided that this clause (f) shall not apply to (i) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness in accordance with the terms and conditions of this Agreement or (ii) Material Indebtedness of any Foreign Subsidiary (other than GEBV or any Subsidiary Guarantor) if Goodyear is unable, due to applicable law restricting Investments in such Foreign Subsidiary, to make an Investment in such Foreign Subsidiary to fund the payment of such Material Indebtedness;

(g) any event or condition occurs that continues beyond any applicable grace period and enables or permits the holder or holders of any Material Indebtedness (other than any Qualified Receivables Transaction existing on March 31, 2003) or any trustee or agent on its or their behalf to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption, defeasance or termination thereof, prior to its scheduled maturity; provided that (i) no Event of Default shall occur under this paragraph (g) as a result of any event or condition relating to the First Lien Agreement or any Qualified Receivables Transaction, other than any default in the payment of principal or interest thereunder that does not result from a change in borrowing base eligibility criteria or reserves made by the administrative agent thereunder as to which there is good faith disagreement and (ii) this clause (g) shall not apply to (A) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness in accordance with the terms and conditions of this Agreement or (B) Material Indebtedness of any Foreign Subsidiary (other than GEBV or any Subsidiary Guarantor) if Goodyear is unable, due to applicable law restricting Investments in such Foreign Subsidiary, to make an Investment in such Foreign Subsidiary to fund the payment of such Material Indebtedness;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization, bankruptcy, moratorium, suspension of payment or other relief in respect of Goodyear, any Borrower or any Material Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee in bankruptcy, custodian, sequestrator, conservator or similar official for Goodyear, any Borrower or any Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 90 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) Goodyear, any Borrower or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization, bankruptcy, moratorium, suspension of payment or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee in bankruptcy, custodian, sequestrator, conservator or similar official for Goodyear, any Borrower or any Material Subsidiary or for a substantial part of its assets, (iv) make a general assignment for the benefit of creditors or (v) take any action for the purpose of effecting any of the foregoing;

(j) Goodyear, any Borrower or any Material Subsidiary shall admit in writing its inability or fail generally to pay its debts as they become due;

(k) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, would be materially likely to result in a Material Adverse Change;

(l) Liens created under the Security Documents shall not be valid and perfected Liens on a material portion of the Collateral;

(m) any Guarantee of the Obligations under the Guarantee and Collateral Agreement shall fail to be a valid, binding and enforceable Guarantee of one or more Subsidiary Guarantors where such failure would constitute or be materially likely to result in a Material Adverse Change; or

(n) a Change in Control shall occur;

then, and in every such event (other than an event with respect to any Borrower described in clause (h) or (i) of this Section), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Majority Lenders shall, by notice to GEBV, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments and each LC Commitment shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of GEBV and the other Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Goodyear and each Borrower and (iii) demand cash collateral with respect to any Letter of Credit pursuant to Section 2.04(j) (it being agreed that such demand will be deemed to have been made with respect to all Letters of Credit if any Loans are declared to be due and payable as provided in the preceding clause (ii)); and in case of any event with respect to any Borrower described in clause (h) or (i) of this Section, the Commitments shall automatically terminate, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, and the Borrowers' obligation to provide cash collateral for Letters of Credit shall become effective, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Goodyear and each Borrower.

SECTION 7.02. CAM Exchange. On the CAM Exchange Date, (i) the Commitments shall automatically and without further act be terminated as provided in Section 7.01, (ii) each ABT Lender shall immediately be deemed to have acquired (and shall promptly make payment therefor to the Administrative Agent in accordance with Section 2.05(c)) participations in the Swingline Loans in an amount equal to such Lender's ABT Percentage of each such Swingline Loan outstanding on such date, (iii) simultaneously with the automatic conversions pursuant to clause (iv) below, the Lenders shall automatically and without further act be

deemed to have exchanged interests in the Designated Obligations under each Class of Loans and in respect of the LC Disbursements and the Swingline Exposures such that, in lieu of the interests of each Lender in the Designated Obligations under each Class of Loans and in respect of the LC Disbursements and the Swingline Exposures in which it shall participate as of such date (including the principal, interest and fee obligations of each Borrower in respect of the Loans and LC Disbursements within each such Class), such Lender shall own an interest equal to such Lender's CAM Percentage in the Designated Obligations under each Class of Loans and in respect of the LC Disbursements and the Swingline Exposures (including the principal, interest and fee obligations of each Borrower in respect of the Loans and LC Disbursements within each such Class), and (iv) simultaneously with the deemed exchange of interests pursuant to clause (iii) above, the interests in the Loans to be received in such deemed exchange shall, automatically and with no further action required, be converted into the Euro Equivalent, determined using the Exchange Rate calculated as of such date, of such amount and on and after such date all amounts accruing and owed to the Lenders in respect of the Designated Obligations shall accrue and be payable in Euro at the rates otherwise applicable hereunder. Each Lender, each Person acquiring a participation from any Lender as contemplated by Section 9.04, Goodyear and each Borrower hereby consents and agrees to the CAM Exchange. After the CAM Exchange Date, Goodyear, each Borrower, each Issuing Bank and each Lender agrees from time to time to execute and deliver to the Agents all such promissory notes and other instruments and documents as the Agents shall reasonably request to evidence and confirm the respective interests and obligations of the Lenders after giving effect to the CAM Exchange, and each Lender agrees to surrender any promissory notes originally received by it in connection with its Loans hereunder to the Administrative Agent against delivery of any promissory notes so executed and delivered; provided that the failure of Goodyear, any Borrower or any Issuing Bank to execute or deliver or of any Issuing Bank or Lender to accept any such promissory note, instrument or document shall not affect the validity or effectiveness of the CAM Exchange. As a result of the CAM Exchange, upon and after the CAM Exchange Date, each payment received by the Administrative Agent pursuant to any Credit Document in respect of the Designated Obligations, and each distribution made by the Administrative Agent pursuant to any Security Document in respect of the Designated Obligations, shall be distributed to the Lenders pro rata in accordance with their respective CAM Percentages, but giving effect to assignments after the CAM Exchange Date, it being understood that nothing herein shall be construed to prohibit the assignment of a proportionate part of all an assigning Lender's rights and obligations in respect of a single Class of Commitments or Loans. Any direct payment received by a Lender on or after the CAM Exchange Date, including by way of set-off, in respect of a Designated Obligation shall be paid over to the Administrative Agent for distribution to the Lenders in accordance herewith.

SECTION 7.03. Letters of Credit. In the event that, after the CAM Exchange, the aggregate amount of the Designated Obligations shall change as a result of the making of an LC Disbursement by an Issuing Bank that is not reimbursed by the applicable Borrower, then (a) each ABT Lender shall promptly purchase from the applicable Issuing Bank a participation in such LC Disbursement in the amount of such Lender's ABT Percentage of such LC Disbursement (without giving effect to the CAM Exchange), (b) the Administrative Agent shall redetermine the CAM Percentages after giving effect to such LC Disbursement and the purchase of participations therein by the ABT Lenders, and the Lenders shall automatically and without further act be deemed to have made reciprocal purchases of interests in the Designated Obligations such that each Lender shall own an interest equal to such Lender's CAM Percentage in each of the Designated Obligations and (c) in the event distributions shall have been made in accordance with the preceding paragraph, the Lenders shall make such payments to one another as shall be necessary in order that the amounts received by them shall be equal to the amounts they would have received had each LC Disbursement been outstanding immediately prior to the CAM Exchange. Each such redetermination shall be binding on each of the Lenders and their successors and assigns and shall be conclusive absent manifest error.

SECTION 7.04. Collections. If, following the occurrence and during the continuance of an Event of Default and the decision of the Majority Lenders to exercise remedies under the guarantees and security documents, any proceeds are received in respect of any Guarantee of the Obligations or any Collateral securing the Obligations, in each case of any GEBV Loan Party, Goodyear or any U.S. Subsidiary Guarantor other than the GEBV Subsidiaries organized under the laws of the Federal Republic of Germany, such proceeds shall be deposited in a collateral account in the name of and under the exclusive dominion and control of the Collateral Agent and shall be held by the Collateral Agent until such time as the Collateral Agent determines that either (i) all proceeds that are reasonably likely to be realized from GYG and its subsidiaries organized under the laws of the Federal Republic of Germany or from their respective assets have been realized or (ii) the application of such funds held in such account to pay the Obligations shall result in the payment in full of all the Obligations, at which time such funds held in such account shall be applied as set forth in Section 5.03 of the Guarantee and Collateral Agreement.

ARTICLE VIII

The Agents

Each of the Lenders and Issuing Banks hereby irrevocably appoints the Agents as its agents and authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to the Agents by the terms hereof and of the other Credit Documents, together with such actions and powers as are reasonably incidental thereto. Each of the Lenders and Issuing Banks hereby authorizes the Administrative Agent to provide notifications to any Credit Party as may be advisable pursuant to Article 2302 of the French Civil Code.

The bank or banks serving as the Agents hereunder shall have the same rights and powers in their capacity as Lenders or Issuing Banks as any other Lender or Issuing Bank and may exercise the same as though they were not Agents, and such bank or banks and their Affiliates may accept deposits from, lend money to and generally engage in any kind of business with Goodyear or any Subsidiary or other Affiliate thereof as if they were not Agents hereunder.

The Agents shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing (a) the Agents shall not (save as expressly set out in any Credit Document) be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Agents shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Agents are required to exercise in writing by the Majority Lenders, and (c) except as expressly set forth herein, the Agents shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information communicated to the Agents by or relating to Goodyear or any Subsidiary. The Agents shall not be liable for any action taken or not taken by them with the consent or at the request of the Majority Lenders or the Lenders, as the case may be, or in the absence of their own gross negligence or willful misconduct. In addition, the Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Agents by Goodyear, GEBV or a Lender or Issuing Bank, and the Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein or therein, other than to confirm receipt of items expressly required to be delivered to the Agents.

The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by them to be genuine and to have been signed or sent by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to be made by the proper Person, and shall not incur any liability for relying thereon. The Agents may consult with legal counsel (who may be counsel for Goodyear or GEBV), independent accountants and other experts selected by them with reasonable care, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

The Agents may perform any and all their duties and exercise their rights and powers by or through any one or more sub-agents appointed by the Agents. The Agents and any such sub-agent may perform any and all their duties and exercise their rights and powers through their respective Affiliates. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Affiliates of the Agents and any such sub-agent.

Subject to the appointment and acceptance of a successor Agent as provided below, either Agent may resign at any time by notifying the Lenders and GEBV, provided that the Collateral Agent's resignation and the successor collateral agent's appointment shall only be effective once any ancillary actions to register the successor collateral agent in relation to any then-existing Security Agreement in any relevant overseas security registry, has been completed. Upon receipt of any such notice of an Agent's intent to resign, the Majority Lenders shall have the right to appoint a successor with GEBV's written consent (which shall not be unreasonably withheld or delayed and shall not be required from GEBV if an Event of Default under clause (a), (b), (h) or (i) of Section 7.01 has occurred and is continuing). If no successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its intent to resign, then the retiring Agent may, on behalf of the Lenders, with GEBV's written consent (which shall not be unreasonably withheld or delayed and shall not be required if an Event of Default under clause (a), (b), (h) or (i) of Section 7.01 has occurred and is continuing), appoint a successor Agent which shall be a bank or an Affiliate thereof, in each case with a net worth of at least $1,000,000,000 and an office in New York, New York. Upon the acceptance of its appointment as Agent hereunder and under the other Credit Documents by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that if the retiring Agent is the Collateral Agent, such retiring Collateral Agent shall continue to hold security interests subject to registration requirements on behalf of the Lenders until such time the successor Collateral Agent is registered as collateral agent, security agent or similar in the relevant registry). After an Agent's resignation hereunder and under the other Credit Documents, the provisions of this Article and Section 9.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent.

Each Lender and Issuing Bank acknowledges that it has, independently and without reliance upon the Agents or any other Lender or Issuing Bank and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Bank also acknowledges that it will, independently and without reliance upon the Agents or any other Lender or Issuing Bank and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

Notwithstanding any other provision contained herein, each Lender and each Issuing Bank (a) acknowledges that the Administrative Agent is not acting as an agent of Goodyear or any Borrower and that neither Goodyear nor any Borrower will be responsible for acts or failures to act on the part of the

Administrative Agent and (b) exempts each Agent from the restrictions set forth in Section 181 of the German Civil Code (*Burgerliches Gesetzbuch*) to the extent legally possible for such Lender or Issuing Bank. A Lender or Issuing Bank that is excluded from granting such exemption for legal reasons shall notify the Administrative Agent accordingly.

Each Lender represents and warrants, as of the date such Person became a Lender party hereto, to, and covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Agents and their respective affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans or the Commitments;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement;

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of subsections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (1) the foregoing clause (i) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with the foregoing clause (iv), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of any Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement or any documents related hereto or thereto).

Each Lender and Issuing Bank hereby agrees that (x) if the Administrative Agent notifies such Lender or Issuing Bank that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or Issuing Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender or such Issuing Bank (whether or not known to such

Lender or Issuing Bank), and demands the return of such Payment (or a portion thereof), such Lender or Issuing Bank shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or Issuing Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or Issuing Bank under this paragraph and the immediately following paragraph shall be conclusive, absent manifest error.

Each Lender and Issuing Bank hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and Issuing Bank agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or Issuing Bank shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

Each of the Borrowers hereby agrees that (x) in the event an erroneous Payment (or portion thereof) made with funds of a Person other than the Borrowers, the other Credit Parties or any of their subsidiaries are not recovered from any Lender or Issuing Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or Issuing Bank with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by any Borrower.

Each party's obligations under this paragraph and the three immediately preceding paragraphs shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or an Issuing Bank, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Credit Document.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by

certified or registered mail or sent by telecopy (encrypted or unencrypted) or e-mail (including e-mails of scanned or .pdf copies of documents), as follows:

(i) if to Goodyear, to it at 200 Innovation Way, Akron, Ohio, 44316-0001, Attention of the Treasurer;

(ii) if to GEBV, to it, or if to any other Borrower to it in care of GEBV, in each case at Goodyear Europe B.V., Greenhouse-Berkenlaan B-1831 Diegem, Belgium, Attention of Vice President Finance EMEA, in each case with a copy to Goodyear as described in clause (i) above and with a copy to Goodyear Operations S.A., avenue Gordon Smith, L-7750 Colmar-Berg, Luxembourg, Attention: Treasurer EMEA;

(iii) if to the Administrative Agent, to J.P. Morgan SE, Taunustor 1, 60310 Frankfurt am Main, Attention of Karolina Glinka (Phone number: +44-203-493-3294), with a copy to JPMorgan Chase Bank, N.A., 383 Madison Avenue, 24th Floor, New York, NY 10179, Attention of Robert Kellas (Telecopy No. (212) 270-5100);

(iv) if to JPMCB, as an Issuing Bank, to it at JPMorgan Chase Bank, N.A., Chaseside, 1st Floor, 1N12, Bournemouth BH7 7DA, United Kingdom, Attention of Global Trade Solutions (365/B) (Telecopy No. 44-120-2343730) (Email: gtsclientserviceemea@jpmchase.com), with a copy to J.P. Morgan SE, 125 London Wall, London EC2Y 5AJ, Attention of Karolina Glinka (Phone number: +44-203-493-3294);

(v) if to JPMCB, as a Swingline Lender, to it at JPMorgan Chase Bank, N.A., London, 125 London Wall, London EC2Y 5AJ, Attention of European Loans (Telecopy No. 00-1-713-750-2129), with a copy to J.P. Morgan SE, 125 London Wall, London EC2Y 5AJ, Attention of Karolina Glinka (Phone number: +44-203-493-3294); and

(vi) if to a Lender or Issuing Bank, to it at its address (or telecopy number or e-mail address) set forth in Schedule 2.01 or its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by (encrypted or unencrypted) electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent, Goodyear, GEBV or any Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address, telecopy number or e-mail address for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(d) The Borrowers agree that the Administrative Agent may, but shall not be obligated to, make any communication hereunder by posting such communication on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar electronic transmission system (the "Platform"). The Platform is provided "as is" and "as available". Neither the Administrative Agent nor any of its Related Parties warrants, or shall be deemed to warrant, the adequacy of the Platform. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom

from viruses or other code defects, is made, or shall be deemed to be made, by the Administrative Agent or any of its Related Parties in connection with the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to any party hereto or any other Person for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any transmission of communications through the Platform, except to the extent that such damages have resulted from the willful misconduct or gross negligence of, or a material breach of the agreements of the Administrative Agent under any Credit Document by, the Administrative Agent, in each case, determined in a final non-appealable judgment of a court of competent jurisdiction.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by any of the Agents, any Issuing Bank or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agents, the Issuing Banks and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by Goodyear, GEBV or any Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuing of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether any Agent, any Issuing Bank or any Lender may have had notice or knowledge of such Default at the time.

(b) Except to the extent otherwise expressly set forth in this Agreement (including in Section 2.21 and Section 2.22), neither this Agreement nor any other Credit Document nor any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Goodyear, the Borrowers and the Majority Lenders or, in the case of any other Credit Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent or the Collateral Agent and the Credit Party or Credit Parties that are parties thereto, in each case with the consent of the Majority Lenders (except, in the case of any Security Document, as provided in the next sentence or in paragraph (b) of Section 9.14); provided that no such agreement shall (i) increase the Commitment of any Lender or extend the expiration date of any Commitment of any Lender without the written consent of such Lender, (ii) reduce or forgive all or part of the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fee payable hereunder, without the prior written consent of each Lender affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan, or the required date of reimbursement of any LC Disbursement, or date for the payment of any interest on any Loan or any fee, or reduce the amount of, waive or excuse any such payment, without the prior written consent of each Lender adversely affected thereby, (iv) release all or substantially all the Credit Parties from their Guarantees under the Guarantee and Collateral Agreement, or release all or substantially all the Collateral from the Liens of the Security Documents, without the written consent of each Lender (except as expressly permitted hereby or by any Security Document, including Section 11.13 of the Guarantee and Collateral Agreement), (v) release any Credit Party from its Guarantee under the Guarantee and Collateral Agreement, or release any material Collateral from the Liens of the Security Documents, without the written consent of the Supermajority Lenders (except as expressly permitted hereby or by any Security Document, including Section 11.13 of the Guarantee and Collateral Agreement), (vi) change any provision of the Guarantee and Collateral Agreement or any other Security Document to alter the amount or allocation of any payment to be made to the Secured Parties without the consent of each adversely affected Lender, (vii) change Section 2.17 in a manner that would alter the pro rata sharing of any payment without the written consent of each Lender adversely affected thereby, (viii) change any of the provisions of this Section or the definition of "Majority Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or

make any determination or grant any consent hereunder, without the written consent of each Lender, (ix) change any provision of any Credit Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently from those holding Loans of the other Class, without the written consent of Lenders holding a majority in interest of the outstanding Loans and unused Commitments of the affected Class, (x) change any provision of Section 2.20 or of the definition of "Bankruptcy Event", "Defaulting Lender", "DL Party", "Excess Amount" or "Lender Parent" without the written consent of the Administrative Agent, each Swingline Lender and each Issuing Bank or (xi) change any provision of Section 9.26 without the written consent of each Restricted DL Party; provided further, however, that no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent, Issuing Bank or Swingline Lender under any Credit Document, or any provision of any Credit Document providing for payments by or to the Administrative Agent, any Issuing Bank or any Swingline Lender (or, in the case of any Issuing Bank, any provision of Section 2.04 affecting such Issuing Bank or any provision relating to the purchase of participations in Letters of Credit, or, in the case of any Swingline Lender, any provision of Section 2.05 affecting such Swingline Lender or any provision relating to the purchase of participations in Swingline Loans), in each case without the prior written consent of such Agent, Issuing Bank or Swingline Lender, as the case may be. Notwithstanding the foregoing, so long as the rights or interests of any Lender shall not be adversely affected in any material respect, the Guarantee and Collateral Agreement or any other Security Document may be amended without the consent of the Majority Lenders (A) to cure any ambiguity, omission, defect or inconsistency, or (B) to provide for the addition of any assets or classes of assets to the Collateral. Any amendment, modification or waiver of this Agreement that by its terms affects the rights or duties under this Agreement of the ABT Lenders (but not the German Lenders) or the German Lenders (but not the ABT Lenders) may be effected by an agreement or agreements in writing entered into by Goodyear, the Borrowers and the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time. Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by Goodyear, the Borrowers, the Administrative Agent (and, if their rights or obligations are affected thereby or if their consent would be required under the preceding provisions of this paragraph, the Issuing Banks and Swingline Lenders) and the Lenders that will remain parties hereto after giving effect to such amendment if (1) by the terms of such agreement the Commitments of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (2) in connection with the effectiveness of such amendment, each Lender not consenting thereto shall receive payment in full of the principal of and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement (it being understood that such non-consenting Lenders shall cease to be Lenders upon the termination of any such Commitments and the making of such payment in full).

(c) Notwithstanding anything in paragraph (b) of this Section to the contrary, this Agreement and the other Credit Documents may be amended on one occasion to establish one or more new Classes of Commitments by converting the currency in which existing Commitments are denominated from Euros to like amounts of U.S. Dollars (based on exchange rates prevailing at or about the date of such conversion, as determined based on a reference page to be agreed upon), by an agreement in writing entered into by each applicable Borrower, the Administrative Agent, the Collateral Agent and each Lender that shall agree to such conversion of all or part of its Commitments and treating such converted Commitments, as applicable, as one or more new Classes. Any such agreement shall amend the provisions of this Agreement and the other Credit Documents to set forth the terms of each Class of Commitments established thereby and to effect such other changes (including changes to the provisions of this Section, Section 2.17 and the definition of "Majority Lenders") as the Borrowers and the Administrative Agent shall deem necessary or advisable in connection with the establishment of any such Class; provided that no such agreement shall (i) effect any change described in any of clauses (i), (ii), (iv), (v), (vi) or (viii) of paragraph (b) of this Section without the consent of each Person required to consent to such change under such clause (it being agreed, however, that any conversion of the

currency in which Commitments are denominated or the establishment of any new Class of Commitments in connection therewith and the amendments in connection therewith that are referred to in this paragraph will not, of themselves, be deemed to effect any of the changes described in clauses (i) through (vii) of such paragraph (b)), (ii) amend Article V, VI or VII to establish any affirmative or negative covenant, Event of Default or remedy that by its terms benefits one or more Classes, but not all Classes, of Loans or Borrowings without the prior written consent of Lenders holding a majority in interest of the Loans and Commitments of each Class not so benefited or (iii) change any other provision of this Agreement or any other Credit Document that creates rights in favor of Lenders holding Loans or Commitments of any existing Class, other than as necessary or advisable in the judgment of the Administrative Agent to cause such provision to take into account, or to make the benefits of such provision available to, Lenders holding such new Class of Commitments. The Loans, Commitments and Borrowings of any Class established pursuant to this paragraph shall constitute Loans, Commitments and Borrowings under, and shall be entitled to all the benefits afforded by, this Agreement and the other Credit Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests created by the Guarantee and Collateral Agreement and the Security Documents supporting the respective Classes of Loans of the applicable Borrower or Borrowers, as the case may be, and GEBV and the Borrowers shall cause the Grantors to take all such actions as shall be required to ensure that they do so benefit. At any time the Borrowers wish to establish a new Class of Commitments pursuant to this paragraph, the Borrowers shall offer each Lender the opportunity to convert its applicable Commitments. If a greater amount is tendered for conversion than the Borrowers wish to convert, the Commitments of each tendering Lender shall be accepted for conversion on a pro rata basis based on the percentage of all the applicable Commitments tendered by all Lenders represented by the amount tendered by such Lender.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) GEBV shall pay (i) all reasonable out-of-pocket expenses incurred by the Agents, the Arrangers and their Affiliates (including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Agents and the Arrangers, and Allen & Overy and other local and foreign counsel for the Agents and the Arrangers, limited to one per jurisdiction for all the Agents and Arrangers, taken as a whole, in connection with the Security Documents and the creation and perfection of the Liens created thereby and other local and foreign law matters) in connection with the arrangement and syndication of the credit facilities provided for herein, the preparation, execution, delivery and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Agents, any Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Agents, any Issuing Bank or any Lender (limited to one per jurisdiction for all the Agents, Arrangers, Issuing Banks and Lenders, taken as a whole), in connection with the enforcement or protection of their rights in connection with this Agreement, including their rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or similar negotiations in respect of such Loans or Letters of Credit. GEBV shall pay all out-of-pocket expenses incurred by the Collateral Agent in connection with the creation and perfection of the security interests contemplated by this Agreement, including all filing, recording and similar fees and, as more specifically set forth above, the reasonable fees and disbursements of counsel (including a single firm of local counsel in each relevant jurisdiction).

(b) GEBV shall indemnify the Agents, the Arrangers, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses

(including reasonable fees, disbursements and other charges of one firm of counsel selected by the Administrative Agent for all Indemnitees, taken as a whole, and, if necessary, a single local counsel in each appropriate jurisdiction for all such Indemnitees, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnitee affected by such conflict informs GEBV of such conflict and thereafter retains its own counsel, one firm of counsel for such affected Indemnitee and, if necessary, a single local counsel in each appropriate jurisdiction for such affected Indemnitee)), incurred by or asserted against any Indemnitee and arising out of (i) the execution or delivery of this Agreement or any other Credit Document or other agreement or instrument contemplated hereby, the syndication and arrangement of the credit facilities provided for herein, the performance by the parties hereto of their respective obligations or the exercise by the parties hereto of their rights hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use of the proceeds thereof (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by GEBV or any GEBV Subsidiary, or any Environmental Liability related in any way to GEBV or any GEBV Subsidiary, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether initiated against or by any Indemnitee, any party to any Credit Document, any Related Party of any of the foregoing or any third party (and regardless of whether any Indemnitee is a party thereto); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses shall have resulted from (i) the willful misconduct or gross negligence of such Indemnitee or any of its Related Parties, as determined in a final, non-appealable judgment by a court of competent jurisdiction, (ii) the material breach by such Indemnitee or any of its Related Parties of agreements set forth herein or in any other Credit Document, as determined in a final, non-appealable judgment by a court of competent jurisdiction, or (iii) any claim, action, suit, inquiry, litigation, investigation or proceeding that does not involve an act or omission of any Borrower or any of its Related Parties and that is brought by an Indemnitee against any other Indemnitee (other than any claim, action, suit, inquiry, litigation, investigation or proceeding against any of the Agents or Arrangers in their respective capacities or in fulfilling their respective roles as Agents or Arrangers or similar roles under the Credit Documents or in respect of the credit facilities provided for herein); and provided further, that GEBV will not be liable under this Section for any settlement of any claim, action, suit, inquiry, litigation, investigation or proceeding unless such settlement is approved in writing by GEBV (such approval not to be withheld, conditioned or delayed if the terms of the settlement are reasonable under the circumstances). Notwithstanding any other provision of this Agreement, none of the Indemnitees, Goodyear or its Affiliates or its or their representatives shall be liable for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings) in connection with this Agreement or any other Credit Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Letter of Credit or Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith; provided that this sentence shall not limit the indemnity and reimbursement obligations of GEBV to the extent such special, indirect, consequential or punitive damages are included in any third party claim with respect to which the applicable Indemnitee is entitled to indemnification under this paragraph.

(c) To the extent that GEBV fails to pay any amount required to be paid by it to any Agent, any Arranger, any Issuing Bank or any Swingline Lender under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to such Agent, Arranger, Issuing Bank or Swingline Lender, as the case may be, such Lender's ratable percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on the outstanding Loans and LC Exposures and unused Commitments of such Lender and the other Lenders (or, if the Commitments of any Class shall have terminated and there shall be no outstanding Loans or LC Exposures of such Class, based on the Loans and LC Exposures and unused

Commitments of such Class most recently in effect)) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent, Arranger, Issuing Bank or Swingline Lender, as the case may be, in its capacity as such.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, the Indemnitees and their respective successors and assigns permitted hereby (including any Affiliate of an Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) subject to Section 2.18, no Lender or Issuing Bank may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, Indemnitees, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, the Arrangers, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below and Section 2.18, any Lender may assign to one or more assignees (other than Goodyear or a Subsidiary or a natural person, but including any CLO or other Approved Fund) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it); with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) GEBV; provided that no consent of GEBV shall be required for an assignment to a Lender, an Affiliate of a Lender, a Federal Reserve Bank or, if an Event of Default under clause (a), (b), (h) or (i) of Section 7.01 has occurred and is continuing, any other assignee;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment to an assignee that is a Lender, an Affiliate of a Lender, a Federal Reserve Bank or an Approved Fund; and

(C) in the case of any assignment of an ABT Commitment or any interests in a Letter of Credit or LC Disbursement, each Swingline Lender and each Issuing Bank; provided that no consent of any Swingline Lender or any Issuing Bank shall be required for an assignment to a Federal Reserve Bank.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than €1,000,000 or, if smaller, the entire remaining amount of the assigning Lender's Commitment of the applicable Class unless each of GEBV and the Administrative Agent shall otherwise consent, provided (i) that no such consent of GEBV shall be required if an Event of Default under clause (a), (b), (h) or (i) of Section 7.01 has occurred and is continuing and (ii) in the event of concurrent assignments to two or more assignees that are Affiliates of one another, or to two or more Approved Funds managed by the same investment advisor or by affiliated investment advisors, all such concurrent assignments shall be aggregated in determining compliance with this subsection;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall, except as contemplated by Section 2.18, execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of €2,000; provided that in the event of concurrent assignments to two or more assignees that are Affiliates of one another, or to two or more Approved Funds managed by the same investment advisor or by affiliated investment advisors, only one such fee shall be payable; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14, 2.15, 2.16 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section. Each assignment hereunder shall be deemed to be an assignment of the related rights under the Guarantee and Collateral Agreement and each other applicable Security Document.

(iv) The Administrative Agent shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by any Borrower and, as to entries pertaining to it, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender (except as contemplated by Section 2.18) and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) By executing and delivering an Assignment and Assumption, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Commitment and the outstanding

balances of its Loans, in each case without giving effect to assignments thereof that have not become effective, are as set forth in such Assignment and Assumption; (ii) except as set forth in clause (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Credit Document or any other instrument or document furnished pursuant hereto or thereto, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any of the foregoing, or the financial condition of the Credit Parties or the performance or observance by the Credit Parties of any of their obligations under this Agreement or under any other Credit Document or any other instrument or document furnished pursuant hereto or thereto; (iii) each of the assignee and the assignor represents and warrants that it is legally authorized to enter into such Assignment and Assumption; (iv) such assignee confirms that it has received a copy of this Agreement, together with copies of any amendments or consents entered into prior to the date of such Assignment and Assumption and copies of the most recent financial statements delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (v) such assignee will independently and without reliance upon the Agents, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (vi) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to them by the terms hereof and thereof, together with such powers as are reasonably incidental thereto; (vii) such assignee agrees that it will not book any Loan or hold any participation in any Letter of Credit, LC Disbursement or Swingline Loan at an Austrian branch or through an Austrian Affiliate and will comply with Section 9.20 of this Agreement; and (viii) such assignee agrees that it will perform in accordance with their terms all the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(vii) Upon any assignment pursuant to this Section 9.04(b), GEBV (or the Administrative Agent, at the expense of GEBV) shall promptly notify each Subsidiary Guarantor organized under the laws of (A) the Republic of France of such assignment by written notice in accordance with Article 1324 of the French Civil Code and (B) Luxembourg of such assignment in accordance with Article 1690 of the Luxembourg Civil Code. If such assignment is made without GEBV's consent, the Administrative Agent shall provide prompt written notice of such assignment to GEBV.

(viii) For the purposes of paragraph 2 of Article 1334 of the French Civil Code, each party hereto agrees that upon any novation under this Section 9.04(b), the security interests created and Guarantees made pursuant to the Security Documents shall be preserved and shall continue in full force for the benefit of the assignee and the other Secured Parties. A transfer by way of novation under this Section 9.04(b) is also a novation (*novation*) within the meaning of Articles 1329 et seq. of the French Civil Code.

(ix) For the purposes of Italian law only, any assignment or transfer made under an Assignment and Assumption shall be deemed to constitute a *cessione totale o parziale del contratto* or a *cessione del credito* or otherwise a *successione a titolo particolare* and shall not entail under Italian law a *novazione* of (or have an *effetto novativo* on) the Obligations. Furthermore, GEBV hereby expressly consents to any assignment pursuant to this Section 9.04(b) by any Lender to any other Lender according to Article 1407 of the Italian Civil Code.

(c) (i) Any Lender may, without the consent of Goodyear, GEBV, any other Borrower, the Administrative Agent, any Issuing Bank or any Swingline Lender, sell participations to one or more banks or other entities (each a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely

responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, each Issuing Bank, each Swingline Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Each Lender that sells a participation pursuant to this Section 9.04(c) shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it records the name and address of each participant to which it has sold a participation and the principal amounts (and stated interest) of each such participant's interest in the Loans or other rights and obligations of such Lender under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any participant or any information relating to a participant's interest in any Loans or other rights and obligations under any Credit Document) except to the extent that such disclosure is necessary to establish that such Loan or other right or obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes under this Agreement, notwithstanding any notice to the contrary. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant and that, under Section 9.02, would require the consent of each affected Lender. Subject to paragraph (c)(ii) of this Section, each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 (subject to the requirements and limitations under Sections 2.16(f) and (g) (it being understood that the documentation required under Sections 2.16(f) and (g) shall be delivered to the applicable Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.17(d) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.14 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with GEBV's prior written consent, which consent shall specifically refer to this exception.

(d) Any Lender may, without the consent of the Borrowers or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central banking authority, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, the replacement of any Lender pursuant to Section 2.18 shall be deemed an assignment pursuant to Section 9.04(b) and shall be valid and in full force and effect for all purposes under this Agreement.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by Goodyear, GEBV and each other Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement, the making of any Loans and the issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent, any Issuing Bank or any Lender may have had notice or knowledge of any

Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or been terminated. The provisions of Sections 2.14, 2.15, 2.16 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit or the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration; Effectiveness; Electronic Signatures. (a) This Agreement, the other Credit Documents, the Issuing Bank Agreements, any Swingline Agreement and any separate letter agreements with respect to fees payable to the Administrative Agent or the Arrangers constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of any commitment, engagement or fee letter that by the terms of such document survive the execution and delivery of this Agreement). Except as provided in Section 4.01, the amendment and restatement of this Agreement contemplated by the Amendment and Restatement Agreement shall become effective as provided in the Amendment and Restatement Agreement, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Credit Document (except Credit Documents required, under applicable law, to be executed in front of a public or civil notary or with notarized signatures (such Credit Documents, "Notarized Credit Documents")) and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Credit Document and/or the transactions contemplated hereby and/or thereby, except, in each case, if required, under applicable law, to be executed in front of a public or civil notary or with notarized signatures (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement, such other Credit Document or such Ancillary Document, as applicable. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement, any other Credit Document (except Notarized Credit Documents) and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed .pdf or any other electronic means), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior consent and pursuant to procedures approved by it; provided further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders and the Issuing Banks shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Borrower or any other Credit Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender or Issuing Bank, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, and except in relation to Notarized Credit Documents, each Borrower hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Issuing Banks, the Borrowers and the other Credit Parties, Electronic Signatures to this Agreement, any other Credit Document and/or any Ancillary Document transmitted by telecopy, emailed .pdf or any other electronic means shall have the same legal effect, validity and enforceability as any paper original, (ii) agrees that the Administrative Agent and each of the Lenders and

Issuing Banks may, at its option, create one or more copies of this Agreement, any other Credit Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Credit Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Credit Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any of the Administrative Agent, the Arrangers, the Lenders, the Issuing Banks and their Related Parties for any losses, claims, damages or liabilities arising solely from the Administrative Agent's, any Lender's and/or any Issuing Bank's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed .pdf or any other electronic means, including any losses, claims, damages or liabilities arising as a result of the failure of any Borrower or any other Credit Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature. Each financial institution that shall be party to an Issuing Bank Agreement executed by GEBV and the Administrative Agent shall be a party to and an Issuing Bank under this Agreement, and shall have all the rights and duties of an Issuing Bank hereunder and under its Issuing Bank Agreement. Each Lender hereby authorizes the Administrative Agent to enter into Issuing Bank Agreements.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. No failure to obtain any approval required for the effectiveness of any provision of this Agreement shall affect the validity or enforceability of any other provision of this Agreement.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing and the Loans shall have become due and payable pursuant to Article VII, each Lender, each Issuing Bank and each Affiliate of any of the foregoing is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender, Issuing Bank or Affiliate to or for the credit or the account of any Borrower against any of and all the obligations of such Borrower now or hereafter existing under this Agreement held by such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each of the Lenders and the Issuing Banks under this Section are in addition to other rights and remedies (including other rights of setoff) which such Person may have.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Except as provided in the last sentence of this paragraph, each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions

by suit on the judgment or in any other manner provided by law. Nothing in this paragraph shall affect any right of the Collateral Agent to bring any action or proceeding relating to any Collateral in the courts of any jurisdiction where such Collateral is located or deemed located, or to bring any action or proceeding against a Borrower or Subsidiary Guarantor in the jurisdiction of such Borrower or Subsidiary Guarantor.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Each Borrower hereby appoints Goodyear as its agent for service of process in any action or proceeding arising out of or relating to this Agreement and consents to such service of process on Goodyear, in its capacity as such agent, in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Agents, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors, who have been informed of the confidential nature of such Information and instructed to keep such Information confidential, (b) to the extent requested by any regulatory or self-regulatory authority (including the NAIC) with jurisdiction over it, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided that it shall, to the extent permitted by law and regulation, give Goodyear prompt notice after obtaining knowledge of any such subpoena or similar legal process so that Goodyear may at its own expense seek a protective order or other appropriate remedy), (d) to any other party to this Agreement, (e) to the extent necessary or advisable in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any credit insurance provider in connection with any credit insurance, or prospective credit insurance, relating to Goodyear or any Borrower and any of its obligations or (iii) any actual or

prospective counterparty (or its advisors) to any swap or derivative transaction relating to Goodyear or any Borrower and its obligations, (g) with the written consent of Goodyear or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section, (ii) becomes available to any Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than Goodyear or any other party to this Agreement that is not known by the recipient to be bound by a confidentiality agreement or other obligation of confidentiality with respect to such information or (iii) was available to any Agent, any Issuing Bank or any Lender on a non-confidential basis prior to its disclosure by Goodyear or any other party to this Agreement from a source other than Goodyear or any other party to this Agreement that is not known by the recipient to be bound by a confidentiality agreement or other obligation of confidentiality with respect to such information. For the purposes of this Section, "Information" means all information received from Goodyear or Persons acting on its behalf relating to Goodyear or its business, other than, after the earlier of (A) the date that is four Business Days after the Restatement Effective Date or (B) the date on which Goodyear files a Form 8-K with the SEC with respect to this Agreement, information pertaining to this Agreement routinely provided by arrangers of credit facilities to data service providers, including league table providers, that serve the lending industry.

SECTION 9.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Overnight Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.14. Security Documents. (a) Each Secured Party hereby authorizes and directs the Collateral Agent to execute and deliver each Security Document. Each Lender, by executing and delivering this Agreement, acknowledges receipt of a copy of the Guarantee and Collateral Agreement and approves and agrees to be bound by and to act in accordance with the terms and conditions of the Guarantee and Collateral Agreement and each other Security Document, specifically including, without limitation, (i) the provisions of Section 5.03 of the Guarantee and Collateral Agreement (governing the distribution of proceeds realized from the exercise of remedies under the Security Documents), (ii) the provisions of Article VI of the Guarantee and Collateral Agreement (governing the manner in which the amounts of the Obligations (as defined in the Guarantee and Collateral Agreement) are to be determined at any time), (iii) the provisions of Articles VIII and IX of the Guarantee and Collateral Agreement (relating to the duties and responsibilities of the Collateral Agent and providing for the indemnification and the reimbursement of expenses of the Collateral Agent by the Lenders), and (iv) the provisions of Section 11.13 of the Guarantee and Collateral Agreement (providing for releases of Guarantees of and Collateral securing the Obligations). Each party hereto further agrees that the parties to the other Security Documents shall perform their obligations thereunder in accordance with the foregoing provisions of the Guarantee and Collateral Agreement.

(b) In addition, each Lender and Issuing Bank hereby consents to, and directs the Administrative Agent and the Collateral Agent on its behalf to enter into, any amendment of the Credit Documents that provides for the Collateral to secure, with a priority not greater than that of the Liens securing the Obligations, Swap Agreements entered into with any Lender or with any lender under any Credit Facilities Agreement or any Affiliate thereof and any refinancings thereof and for Guarantees by the Guarantors of such Swap

Agreements, provided that the applicable approvals for such amendments have been obtained under each applicable Credit Facilities Agreement (other than this Agreement) and the documentation governing any such refinancing.

(c) In case of any assignment or transfer of all or any part of the rights and obligations, including by way of novation, of any Secured Party on the Restatement Effective Date or at any other time under or in connection with this Agreement or the Guarantee and Collateral Agreement or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations, the guarantees and security interests under the Security Documents (including those governed by Romanian law, those governed by Serbian law and those governed by Swedish law) will be preserved and will remain in full force and effect for the benefit of any successors, assignees or transferees of the respective Secured Party and the other Secured Parties. With respect to the Security Documents governed by Italian law, any assignment or transfer shall be construed under Italian law as a *cessione totale o parziale del contratto* or a *cessione del credito* or otherwise a *successione a titolo particolare* and shall not entail under Italian law a *novazione* (or have an *effetto novativo* on) of this Agreement or the Guarantee and Collateral Agreement or the Security Documents governed by Italian law or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations.

SECTION 9.15. Collateral Agent as Joint and Several Creditor. (a) Each Secured Party and each Credit Party agrees that the Collateral Agent shall be the joint and several creditor (together with the relevant other Secured Parties) of each and every payment obligation of each Credit Party towards each of the Secured Parties under the Credit Documents or, to the extent included in the Obligations, under any Swap Agreement or arising out of or in connection with cash management or other similar services provided by any Secured Party and that accordingly the Collateral Agent will have its own independent rights to demand from each Credit Party in satisfaction of those obligations and shall hold any security interest created pursuant to any Security Document to secure those obligations in its own name, and not solely as agent or mandatory (*lasthebber*) for the Secured Parties, with full and unrestricted entitlement to and authority in respect of such security interest; provided that it is expressly acknowledged that any discharge of any payment obligation to either of the Collateral Agent or the relevant Secured Parties shall to the same extent discharge the corresponding obligation owing to the other.

(b) Without limiting or affecting the Collateral Agent's rights against each Credit Party (whether under this Section 9.15 or on any other provisions of the Credit Documents), the Collateral Agent agrees with each Secured Party that it will not exercise its right as joint and several creditor with such Secured Party except with the prior written consent of such Secured Party; provided, however, that for the avoidance of doubt, nothing in this sentence in any way limits the Collateral Agent's rights to act in the protection or preservation of rights under or to enforce any Security Document as contemplated by this Agreement and the relevant Security Documents. Any amounts recovered by the Collateral Agent as a result of the operation of this Section 9.15 shall be held for the benefit of the applicable Secured Party or Secured Parties to be applied in accordance with the provisions hereof and of the Security Documents.

SECTION 9.16. Conversion of Currencies. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of Goodyear or any Borrower in respect of any sum due to any party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any

judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, each of Goodyear and each Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Applicable Creditor in the Agreement Currency, the Applicable Creditor agrees to return the amount of any excess to Goodyear and the Borrowers (or to any other Person who may be entitled thereto under applicable law). The obligations of Goodyear and the Borrowers and any Applicable Creditor contained in this Section 9.16 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

SECTION 9.17. Dutch Act on Financial Supervision. (a) On the date of this Agreement, each Person which is a Lender under this Agreement, including after giving effect to the assignments made pursuant to Section 4(iii) of the Amendment and Restatement Agreement, is a Non-Public Lender.

(b) At the time of each assignment under Section 9.04, if at the time thereof it is a requirement of Dutch law, the assignee shall be a Non-Public Lender. If on the date of an assignment, it is a requirement of Dutch law that an assignee must be a Non-Public Lender, GEBV must make the representation that it has verified the status of each person which is a Lender under this Agreement as a Non-Public Lender. On the date that an assignee becomes party to this Agreement as a Lender that Lender hereby represents and warrants that on that date it is a Non-Public Lender, as evidenced by a verification letter delivered to GEBV in substantially the form attached hereto as Exhibit F.

SECTION 9.18. Power of Attorney. Each Lender, the Administrative Agent and each Issuing Bank hereby (and each Affiliate of a Lender by entering into an Affiliate Authorization thereby) (i) authorizes the Collateral Agent as its agent and attorney to execute and deliver, on behalf of and in the name of such Lender, the Administrative Agent or Issuing Bank (or Affiliate), all and any Credit Documents (including without limitation Security Documents) and related documentation, (ii) authorizes the Collateral Agent to appoint any further agents or attorneys to execute and deliver, or otherwise to act, on behalf of and in the name of the Collateral Agent for any such purpose, and (iii) authorizes the Collateral Agent to do any and all acts and to make and receive all declarations which are deemed necessary or appropriate by the Collateral Agent. The Lenders and the Issuing Banks hereby (and each Affiliate of a Lender by entering into an Affiliate Authorization thereby) relieve the Collateral Agent from the self-dealing restrictions imposed by Section 181 of the German Civil Code to the extent legally possible for such Lender or Issuing Bank. A Lender or Issuing Bank that is excluded from granting such exemption for legal reasons shall notify the Administrative Agent accordingly. The Collateral Agent may also relieve agents and attorneys appointed pursuant to the powers granted under this Section 9.18 from the restrictions imposed by Section 181 of the German Civil Code, subject to the limitations set forth in the preceding sentence. For the purposes of Italian law, each Lender and each Issuing Bank (and each Affiliate of a Lender by entering into an Affiliate Authorization thereby) expressly (i) appoints the Collateral Agent (and any agents and attorneys appointed under this Section 9.18) to be its agent (*mandatario con rappresentanza*) for the purpose of executing in its name and on its behalf any Credit Document which is expressed to be governed by Italian law; (ii) grants the Collateral Agent the powers to negotiate and approve the terms and conditions of such Credit Documents, execute any other agreement or instruments, give or receive any notice and take any other action in relation to the creation, perfection, maintenance, confirmation, extension, enforcement and release, in whole or in part, of the security created thereunder, in each case in the name and on behalf of it and the other Secured Parties; (iii) consents that the

Collateral Agent may act as its agent (*mandatario con rappresentanza*) in all cases of conflict of interest and self-dealing (including, but not limited to, a situation in which the Collateral Agent acts simultaneously in the name and/or on behalf (a) of any Secured Party, on the one hand, and (b) of any Credit Party, on the other hand) in accordance with Article 1394 and execute each Credit Document expressed to be executed by the Collateral Agent on its behalf including to execute any document with itself (*contratto con se stesso*) in accordance with Article 1395 of the Italian Civil Code. Any attorney appointed by the Collateral Agent pursuant to this Section 9.18 may grant sub-power to a sub-attorney in the same scope.

SECTION 9.19. USA PATRIOT Act Notice. Each Lender and Issuing Bank and the Administrative Agent (for itself and not on behalf of any Lender or Issuing Bank) hereby notifies each Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of such Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Borrower in accordance with the USA PATRIOT Act.

SECTION 9.20. Austrian Matters.

(a) Notices with respect to Austria. Each party to this Agreement agrees that it will (i) only send notices and other written references to this Agreement or any other Credit Document (the original of this Agreement, the other Credit Documents and any notices or other written confirmations or references to this Agreement or any other Credit Document, or certified or notarized copies thereof or any signed document constituting substitute documentation thereof within the meaning of the Austrian Stamp Duty Act, each, a "Stamp Duty Sensitive Document") to or from Austria by email which do not contain the signature of any party (whether manuscript or electronic, including, for the avoidance of doubt, the name of an individual or other entity) and (ii) not send fax or scanned copies of a signed Stamp Duty Sensitive Document to or from Austria.

(b) Agreement to be Kept Outside Austria. No party to this Agreement shall bring or send to or otherwise produce in Austria (x) an original copy, notarised copy or certified copy of any Stamp Duty Sensitive Document, (y) a copy of any Stamp Duty Sensitive Document signed (whether manuscript or electronic, including, for the avoidance of doubt, the name of an individual or other entity) or endorsed by one or more parties or (z) any other document constituting substitute documentation of a Stamp Duty Sensitive Document other than in the event that:

(i) this does not cause a liability of a party to this Agreement to pay stamp duty in Austria;

(ii) a party to this Agreement wishes to enforce any of its rights under or in connection with such Stamp Duty Sensitive Document in Austria and is only able to do so by bringing, sending to or otherwise producing in Austria (x) an original copy, notarised copy or certified copy of the relevant Stamp Duty Sensitive Document or (y) a copy of any Stamp Duty Sensitive Document signed or endorsed by one or more parties and it would not be sufficient for that party to bring, send to or otherwise produce in Austria a simple copy (i.e. a copy which is not an original copy, notarised copy or certified copy) of the relevant Stamp Duty Sensitive Document for the purposes of such enforcement. In connection with the foregoing, each party to this Agreement agrees that in any form of proceedings in Austria simple copies may be submitted by either party to this Agreement and undertakes to refrain from (I) objecting to the introduction into evidence of a simple copy of any Stamp Duty Sensitive Document or raising a defense to any action or to the exercise of any remedy for the reason of an original or certified copy of any Stamp Duty Sensitive Document not having been introduced into evidence, unless such simple copy actually introduced into evidence does not accurately reflect the content of the original document and (II) contesting the authenticity (*Echtheit*) of a simple copy of any such Stamp Duty

Sensitive Document before an Austrian court or authority, unless such simple copy does not accurately reflect the content of the original document; or

(iii) a party to this Agreement is required by law, governmental body, court, authority or agency pursuant to any law or legal requirement (whether for the purposes of initiating, prosecuting, enforcing or executing any claim or remedy or enforcing any judgment or otherwise), to bring an original, notarised copy or certified copy of any Stamp Duty Sensitive Document into Austria.

(c) Austrian Stamp Duty. Notwithstanding any other provisions in any of the Credit Documents, if any liability to pay Austrian stamp duties is triggered:

(i) as a result of a party to this Agreement (1) breaching its obligations under paragraph (a), (b) or (d) of this Section, or (2) booking its Loans or making or accepting performance of any rights or obligations under this Agreement or any of the other Credit Documents through an entity organized under the laws of the Republic of Austria or a branch or an Affiliate, located or organized in the Republic of Austria, of an entity organized under the laws of a jurisdiction other than the Republic of Austria, that party shall pay such stamp duties; and

(ii) in circumstances other than those described in clause (i) of this paragraph (c), the Borrower shall be liable for the payment of all such stamp duties.

(d) Place of Performance Outside Austria. Each of the parties hereto agrees that the exclusive place of performance (*Erfüllungsort*) for all rights and obligations under this Agreement and the other Credit Documents shall be in any case outside the Republic of Austria, which in particular means that (i) for payments from Austria a payment obligation is effectively discharged only if funds are credited to a foreign (non-Austrian) account of the recipient of that payment; (ii) for payments to Austria a payment obligation is discharged if funds are wired/transferred from a foreign (non-Austrian) account of the person making that payment; and (iii) in no event shall recipient and payer both use Austrian accounts for settling a payment. It is expressly agreed between the parties hereto that any such performance within Austria will not establish Austria as the place of performance and shall be deemed not effective with respect to any party hereto; in particular such performance shall not discharge a party from its obligations under this Agreement.

SECTION 9.21. No Fiduciary Relationship. Each of Goodyear and the Borrowers, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, Goodyear, the Borrowers, the other Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Lenders and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Lenders or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Arrangers, the Lenders and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Administrative Agent, the Arrangers, the Lenders or their Affiliates has any obligation to disclose any of such interests to the Borrower or any of its Affiliates.

SECTION 9.22. Non-Public Information. Each Lender acknowledges that all information, including requests for waivers and amendments, furnished by Goodyear, the Borrowers or the Administrative Agent pursuant to or in connection with, or in the course of administering, this Agreement will be syndicate-level information, which may contain MNPI. Each Lender represents to Goodyear, the Borrowers and the Administrative Agent that (i) it has developed compliance procedures regarding the use of MNPI and that it will handle MNPI in accordance with such procedures and applicable law, including, to the extent such laws are

applicable, Federal, state and foreign securities laws, and (ii) it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain MNPI in accordance with its compliance procedures and applicable law, including, to the extent such laws are applicable, Federal, state and foreign securities laws.

SECTION 9.23. Danish Matters. Without limitation of any other provision herein, each Secured Party hereby irrevocably: (i) appoints the Collateral Agent to act as its agent under and in connection with the Security Documents; (ii) authorizes the Collateral Agent on its behalf to sign, execute and enforce the Security Documents; (iii) authorizes the Collateral Agent on its behalf to perform the duties and to exercise the rights, powers, authorities and discretions that are specifically given to it under or in connection with the Security Documents, together with any other incidental rights, powers, authorities and discretions, in each case including, but not limited to, for the purposes of §§1(3) and 18(1) of the Danish Capital Markets Act (*kapitalmarkedsloven*).

SECTION 9.24. Serbian Matters.

(a) Without limitation of any other provision herein, each Secured Party (other than the Collateral Agent): (i) appoints the Collateral Agent as an authorized (third) person (in Serbian: *ovlašćeno lice*, or *treće lice*) within the meaning set forth in Article 16 of the Pledges over Movable Assets and Rights Inscribed in the Register Act (*Zakon o založnom pravu na pokretnim stvarima i pravima upisanim u registar*; Official Gazette of the Republic of Serbia, Nos. 57/2003, 61/2005, 64/2006, 99/2011 and 31/2019, "**Pledges Act**") under and in connection with the Security Documents governed by Serbian law; (ii) authorizes the Collateral Agent to negotiate and enter into each Security Document governed by Serbian law as security agent for and on behalf of the Secured Parties, and, subject to the terms and conditions set forth herein, enter into any amendments thereto; (iii) authorizes the Collateral Agent to perform the duties and to exercise the rights, powers, authorities and discretions that are specifically given to it hereunder or under the Security Documents governed by Serbian law and Article 16 of the Pledges Act, together with any other incidental rights, including to register, hold, administer, amend, enforce, and release any security granted by the Security Documents governed by Serbian law ("**Serbian Security**"), pursuant to the terms of this Agreement.

(b) The appointment of the Collateral Agent as an authorized (third) person (in Serbian: *ovlašćeno lice*, or *treće lice*) within the meaning set forth in Article 16 of the Pledges Act and the Collateral Agent's authorizations to perform the duties and to exercise the rights, powers, authorities, and discretions, referred to in this Section 9.24 shall be deemed to have been ratified and confirmed by each Person accepting an assignment of all or any portion of a Lender's rights and obligations under this Agreement by the execution of an assignment agreement, including an Assignment and Assumption, or other agreement pursuant to which it becomes such assignee.

SECTION 9.25. Romanian Matters. Without limitation of any other provision herein, each Secured Party (other than the Collateral Agent) hereby appoints and designates the Collateral Agent as beneficiary of the security created under the Security Documents governed by Romanian law for the purpose of securing the Obligations (the "Romanian Security Documents**"**), including within the meaning and for the purpose of Article 164 of Romanian law no. 71/2011 for the application of Romanian law no. 287/2009 regarding the Romanian civil code, and the Collateral Agent is empowered to exercise all rights and prerogatives granted to a secured creditor by law or the Romanian Security Documents in respect of the security created under the Romanian Security Documents (including, without limitation to perform any perfection formalities and to take any enforcement or similar action in respect of the Romanian Security Documents).

SECTION 9.26. Sanctions. (a) In relation to each Restricted DL Party, the representations contained in Section 3.13(b) and the covenants contained in Sections 5.06(c) and 6.12(b), shall only apply for the benefit of that Restricted DL Party to the extent that such benefit does not result in any violation of, conflict with or liability under (i) EU Regulation (EC) 2271/1996, (ii) section 7 foreign trade rules (AWV) (*Außenwirtschaftsverordnung*) (in conjunction with section 4 paragraph 1 no. 3 foreign trade law (AWG) (*Außenwirtschaftsgesetz*)) or (iii) a similar anti-boycott statute. In addition, with respect to each German Credit Party, the representations contained in Section 3.13(b) and the covenants contained in Sections 5.06(c) and 6.12(b) shall not be representations and covenants of such German Credit Party to the extent that such representations and covenants would result in any violation of, conflict with or liability under (i) EU Regulation (EC) 2271/1996, (ii) section 7 foreign trade rules (AWV) (*Außenwirtschaftsverordnung*) (in conjunction with section 4 paragraph 1 no. 3 foreign trade law (AWG) (*Außenwirtschaftsgesetz*)) or (iii) a similar anti-boycott statute.

(b) In connection with any amendment, waiver, determination, declaration, decision (including a decision to accelerate) or direction relating to any part of Section 3.13(b), 5.06(c) or 6.12(b) (each a "Relevant Measure"):

(i) each Restricted DL Party shall, without undue delay following its receipt of a request for a Relevant Measure, inform the Administrative Agent whether or not that Restricted DL Party has, in the given circumstances in accordance with the above, the benefit of the relevant representations and/or covenants in respect of which that Relevant Measure is sought; and

(ii) if (A) a Restricted DL Party informs the Administrative Agent in accordance with paragraph (i) above that the Restricted DL Party does not have, in the given circumstances in accordance with the above, the benefit of the relevant representations and/or covenants in respect of which that Relevant Measure is sought or (B) a Restricted DL Party does not inform the Administrative Agent in accordance with paragraph (i) above within five Business Days after that Restricted DL Party's receipt of the request for that Relevant Measure:

(a) the Commitments of a Lender that is a Restricted DL Party; and

(b) the vote of any other Restricted DL Party which would be required to vote in accordance with the provisions of this Agreement

will be disregarded in all respects for the purpose of determining whether the consent of the requisite DL Parties to approve such Relevant Measure has been obtained or whether such Relevant Measure by the requisite DL Parties has been made.

SECTION 9.27. Acknowledgement and Consent to Bail-In of Applicable Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any Applicable Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Applicable Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Applicable Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

(c) The following terms shall, for purposes of this Agreement, have the meanings set forth below:

"Applicable Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Applicable Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"UK Financial Institutions" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 9.28. Acknowledgement Regarding Any Supported QFCs. To the extent that the Credit Documents provide support, through a guarantee or otherwise, for hedge agreements in respect of Hedging Obligations or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the " U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed

that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

IMPORTANT NOTE:

EACH PARTY HERETO MUST EXECUTE THIS AGREEMENT OUTSIDE THE REPUBLIC OF AUSTRIA AND EACH LENDER MUST BOOK ITS LOAN AND RECEIVE ALL PAYMENTS OUTSIDE THE REPUBLIC OF AUSTRIA. TRANSPORTING OR SENDING THE ORIGINAL OR ANY CERTIFIED COPY OF THIS AGREEMENT OR THE RESTATED CREDIT AGREEMENT REFERRED TO HEREIN OR ANY OTHER CREDIT DOCUMENT OR ANY SIGNED REFERENCES THERETO OR ANY NOTICE OR OTHER COMMUNICATION, INCLUDING FAX MESSAGES OR E-MAILS CARRYING AN ELECTRONIC SIGNATURE (WHETHER DIGITALLY, MANUSCRIPT OR OTHERWISE TECHNICALLY REPRODUCED), INTO OR FROM THE REPUBLIC OF AUSTRIA WHICH REFER TO SUCH DOCUMENT OR TO WHICH A COPY OF SUCH DOCUMENT IS ATTACHED MAY RESULT IN THE IMPOSITION OF AN AUSTRIAN STAMP DUTY ON THE CREDIT FACILITY PROVIDED FOR IN SUCH RESTATED CREDIT AGREEMENT, WHICH MAY BE FOR THE ACCOUNT OF THE PARTY WHOSE ACTIONS RESULT IN SUCH IMPOSITION. COMMUNICATIONS REFERENCING SUCH DOCUMENTATION AS OUTLINED ABOVE SHOULD NOT BE ADDRESSED TO RECIPIENTS IN, OR SENT BY PERSONS LOCATED IN, THE REPUBLIC OF AUSTRIA AND PAYMENTS SHOULD NOT BE MADE TO BANK ACCOUNTS IN THE REPUBLIC OF AUSTRIA. SEE ALSO SECTION 9.20 OF SUCH RESTATED CREDIT AGREEMENT.

AMENDMENT AND RESTATEMENT AGREEMENT dated as of October 12, 2022 (this "Agreement"), in respect of (a) the AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT dated as of March 27, 2019, as amended as of December 7, 2021 (as so amended, the "Credit Agreement"), among THE GOODYEAR TIRE & RUBBER COMPANY ("Goodyear"), GOODYEAR EUROPE B.V., GOODYEAR GERMANY GMBH (formerly known as Goodyear Dunlop Tires Germany GmbH), GOODYEAR OPERATIONS S.A., the LENDERS PARTY THERETO, J.P. MORGAN SE (formerly known as J.P. MORGAN AG), as administrative agent, and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as collateral agent and (b) the MASTER GUARANTEE AND COLLATERAL AGREEMENT (the "Master Guarantee and Collateral Agreement") dated as of March 31, 2003, as amended and restated as of February 20, 2004, as further amended and restated as of April 8, 2005, as amended as of April 20, 2007, as amended as of April 20, 2011, as amended as of May 12, 2015 and as amended as of March 27, 2019, among THE GOODYEAR TIRE & RUBBER COMPANY, GOODYEAR EUROPE B.V., the other Subsidiaries of THE GOODYEAR TIRE & RUBBER COMPANY identified as Grantors and Guarantors therein and JPMORGAN CHASE BANK, N.A. as collateral agent.

Goodyear and the Borrowers have requested that the Existing Credit Agreement (as defined below) be amended and restated as set forth in Section 4 below and the Master Guarantee and Collateral Agreement be amended as set forth in Section 4 below and the parties hereto are willing to so amend the Existing Credit Agreement and the Master Guarantee and Collateral Agreement.

In consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto hereby agree, on the terms and subject to the conditions set forth herein, as follows:

SECTION 1. Defined Terms. (a) As used in this Agreement, the following terms have the meanings specified below:

"Amended MGCA" shall mean the Master Guarantee and Collateral Agreement, as amended in accordance with Section 4.

"Assigned Interest" shall have the meaning assigned to such term in Section 4(iii).

"Daylight Commitments" shall mean, for each Daylight Lender party hereto on the Effective Date, such Daylight Lender's Euro Daylight Commitments and U.S. Dollar Daylight Commitments.

"Daylight Lender" shall mean a lender that will become on the Effective Date a Lender under the Restated Credit Agreement.

"Daylight Loans" shall mean all Euro Daylight Loans and U.S. Dollar Daylight Loans.

"Effective Date" shall have the meaning assigned to such term in Section 2.

"Euro Daylight Commitments" shall mean, for each Daylight Lender party hereto on the Effective Date, the obligation of such Lender to make loans denominated in Euros ("Euro Daylight Loans") on the Effective Date in an amount equal to the amount set forth opposite the name of such Daylight Lender on Schedule 1 to this Agreement under the caption "Daylight Loans – Euros".

"Euro Daylight Loans" shall have the meaning assigned to such term in the definition of "Euro Daylight Commitments".

"Existing Credit Agreement" shall mean the Credit Agreement immediately before its amendment and restatement in accordance with Section 4(i)(A).

"Restated Credit Agreement" shall mean the Existing Credit Agreement, as amended and restated in accordance with Section 4(i)(A).

"U.S. Dollar Daylight Commitments" shall mean, for each Daylight Lender party hereto on the Effective Date, the obligation of such Lender to make loans denominated in U.S. Dollars ("U.S. Dollar Daylight Loans") on the Effective Date in an amount equal to the amount set forth opposite the name of such Daylight Lender on Schedule 1 to this Agreement under the caption "Daylight Loans – U.S. Dollars".

"U.S. Dollar Daylight Loans" shall have the meaning assigned to such term in the definition of "U.S. Dollar Daylight Commitments".

(b) The rules of construction specified in Section 1.03 of the Existing Credit Agreement also apply to this Agreement, *mutatis mutandis*. On and after the effectiveness of the Restated Credit Agreement, the terms "Agreement", "this Agreement", "herein", "hereinafter", "hereto", "hereof" and words of similar import, as used (i) in the Restated Credit Agreement, shall, unless the context otherwise requires, refer to the "Agreement" as defined in the Restated Credit Agreement, and the term "Credit Agreement", as used

in the Credit Documents, shall mean the Restated Credit Agreement and (ii) in the Amended MGCA, shall, unless the context otherwise requires, refer to the Master Guarantee and Collateral Agreement as amended hereby, and the terms "Master Guarantee and Collateral Agreement" or "Guarantee and Collateral Agreement", as used in the Credit Documents, shall mean the Amended MGCA. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Restated Credit Agreement or, if not defined therein, the Existing Credit Agreement. This Agreement shall constitute a "Credit Document" for all purposes of the Restated Credit Agreement and the other Credit Documents.

SECTION 2. Conditions to Effectiveness. The transactions provided for in Sections 3 and 4 hereof and the obligations of the Lenders to make Loans and issue Letters of Credit under the Restated Credit Agreement shall become effective on the date (the "Effective Date") on which all the conditions specified in Section 4.01 of the Restated Credit Agreement are satisfied (or waived in accordance with Section 9.02 of the Restated Credit Agreement).

SECTION 3. Effective Date Transactions. On the Effective Date, immediately preceding the effectiveness of the amendment and restatement provided for in Section 4, each of the parties hereto irrevocably agrees that each of the following shall occur without any additional conditions or actions of any party hereto:

(a) Each Daylight Lender shall extend credit to GEBV and GEBV shall borrow one or more Daylight Loans denominated in (i) Euros in an aggregate principal amount equal to such Lender's Euro Daylight Commitment and/or (ii) U.S. Dollars in an aggregate principal amount equal to such Lender's U.S. Dollar Daylight Commitment. The proceeds of such Daylight Loans shall be payable to JPMCB, which shall pay such proceeds to the accounts set forth on Schedule 1, as applicable. The provisions of Section 2.06 of the Restated Credit Agreement shall apply to the making of Daylight Loans on the same basis as Borrowings. GEBV irrevocably directs the Administrative Agent to deliver all the proceeds of the borrowings under the foregoing clause to JPMCB, and hereby irrevocably directs JPMCB to apply such proceeds to prepay in full all the outstanding principal of any Revolving Loans (as defined in the Existing Credit Agreement) that remain outstanding at such time, if any, together with all accrued and unpaid interest thereon and any accrued and unpaid commitment fees with respect to the Commitments (as defined in the Existing Credit Agreement).

(b) Immediately following the transactions provided for in paragraph (a) above, all Lenders under the Existing Credit Agreement shall transfer their Commitments (as such term is defined in the Existing Credit Agreement) to JPMCB (which shall assume such commitments) pursuant to the Master Assignment and Acceptance to be executed in the form attached hereto as Exhibit A.

SECTION 4. Amendment and Restatement; Borrowings on Effective Date. Each of the parties hereto irrevocably agrees that each of the following shall occur on the Effective Date, immediately after the effectiveness of the transactions described in Section 3, without the satisfaction of any additional conditions or any further actions of any party hereto; provided that for the purposes of Section 4(i)(A), only the parties to the Existing Credit Agreement (after giving effect to the transactions set forth in Section 3) shall agree to such amendment and restatement, and, for the purposes of Section 4(i)(B), only the Collateral Agent and each Credit Party shall agree to such amendment:

(i)(A) The Existing Credit Agreement (including the Schedules and Exhibits thereto) shall be amended and restated to read as set forth in Exhibit B attached hereto (including the Schedules and Exhibits attached to such Exhibit B) and (B) the Master Guarantee and Collateral Agreement (including the Schedules and Exhibits thereto) shall be amended as follows:

(1) Section 3.03(c) is hereby deleted and replaced with the provision contained in Annex 2 hereto.

The Administrative Agent is hereby directed to enter into such Credit Documents and to take such other actions as may be required to give effect to the transactions contemplated hereby.

(ii) Upon the effectiveness of the Restated Credit Agreement, JPMCB will be the holder of all the Commitments and shall be deemed to be the sole Issuing Bank. JPMCB, as the Lender holding all the Commitments, irrevocably authorizes the Collateral Agent to take all the actions set forth in Schedule 2 and any and all such other actions as the Collateral Agent shall deem necessary or advisable in connection with any security interest granted under the Security Documents in any Collateral and the rights of any Secured Party in respect thereof.

(iii) On the Effective Date and immediately following the effectiveness of the Restated Credit Agreement, JPMCB (the "Assignor") shall sell and assign, without recourse and without any further action required on the part of any party, to each lender set forth in Schedule 3 hereto (each, an "Assignee"), and each Assignee shall purchase and assume, without recourse and without any further action required on its part, from JPMCB effective as of the Effective Date, the amounts of JPMCB's ABT Commitment and German Commitment set forth in Schedule 3 and all related rights, interests and obligations under the Restated Credit Agreement, the Amended MGCA (including, without limitation, the rights, interests and obligations under Section 9.15 of the Restated Credit Agreement and Section 11.16 of the Amended MGCA) and any other documents or instruments delivered pursuant thereto (the rights and obligations sold and assigned pursuant hereto being referred to herein collectively as the "Assigned Interest"). Each Assignee hereby acknowledges receipt of a copy of the Restated Credit Agreement. From and after the Effective Date (A) each Assignee shall be a party to and be bound by the provisions of the Restated Credit Agreement and, to the extent of the interests assigned by this paragraph (iii), have the rights and obligations of an ABT Lender and German Lender thereunder and (B) JPMCB shall, to the extent of the interests assigned by this paragraph (iii), relinquish its rights and be released from its obligations under the Restated Credit Agreement. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated by reference into this paragraph (iii) and made a part of this Agreement as if set forth in this paragraph (iii) in full. The Credit Parties consent to each assignment pursuant to this paragraph (iii). The parties agree that (I) no recordation fee shall be payable with respect to the foregoing assignments and (II) this Agreement shall be an approved form of Assignment and Assumption for purposes of the Restated Credit Agreement. For the avoidance of doubt, upon the assignment of the Assigned Interest by JPMCB,

each Lender designated as an Issuing Bank in the Restated Credit Agreement shall be an Issuing Bank, and JPMCB shall cease to be deemed the sole Issuing Bank.

(iv) Notwithstanding any provision of this Agreement, the provisions of Sections 2.12, 2.13, 2.14 and 9.03 of the Existing Credit Agreement, as in effect immediately prior to the Effective Date, will continue to be effective as to all matters arising out of or in any way related to facts or events existing or occurring prior to the Effective Date for the benefit of the Lenders, including each Lender under the Existing Credit Agreement that will not be a Lender under the Restated Credit Agreement.

(v) In the event there are any Daylight Loans, immediately following the transactions provided for in paragraph (ii) above, each Lender shall make to GEBV and GEBV shall borrow, one or more Loans requested pursuant to a Borrowing Request delivered by GEBV to the Administrative Agent prior to the date hereof. Such Revolving Loans, in each case, shall have the initial Interest Periods, be denominated in the currency and be of the Class, Type and aggregate amount set forth in Schedule 4, as applicable. GEBV irrevocably directs that the borrowings set forth in this paragraph (v), if any, be applied directly to prepay in full (and be netted against) Daylight Loans extended to it, with any excess being delivered in accordance with such Borrowing Request.

SECTION 5. Continuing Security. (a) Each Borrower and each other Credit Party confirms that (i) the security interests granted by it under the Security Documents and in existence immediately prior to the Effective Date shall continue in full force and effect on the terms of the respective Security Documents (except for German law governed share pledge or interest pledge agreements) and (ii) on the Effective Date the Obligations under the Restated Credit Agreement shall constitute "Obligations" under the Amended MGCA and "secured obligations" (however defined) under the other Security Documents (subject to any limitations set forth in the Amended MGCA or such other Security Documents). Each party hereto confirms that the intention of the parties is that each of the Existing Credit Agreement and the Master Guarantee and Collateral Agreement shall not terminate nor be novated on the Effective Date and shall continue in full force and effect as amended and restated hereby (in the case of the Existing Credit Agreement) and as amended hereby (in the case of the Master Guarantee and Collateral Agreement).

(b) In case of any assignment or transfer of all or any part of the rights and obligations, including by way of novation (where possible under the relevant law), of any Secured Party on the Effective Date or at any other time under or in connection with the Restated Credit Agreement or the Amended MGCA or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations, the guarantees and security interests under the Security Documents (including, without limitation, those governed by Hungarian law, those governed by Romanian law, those governed by Serbian law and those governed by Swedish law) will be preserved and will remain in full force and effect for the benefit of any successors, assignees or transferees of the respective Secured Party and the other Secured Parties.

(c) In case of any assignment or transfer of all or any part of the rights and obligations on the Effective Date or at any other time under or in connection with the Restated Credit Agreement or the Amended MGCA, in respect of any Security Document governed by Italian law, any assignment or transfer shall be construed under Italian law as a *cessione totale o parziale del contratto* or a *cessione del credito* or otherwise a *successione a titolo particolare* and shall not entail under Italian law a *novazione* (or have an *effetto novativo on*) of the Restated Credit Agreement or the Amended MGCA or the Security Documents governed by Italian law or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations.

(d) In case of any assignment of all or any part of the rights and obligations of any Secured Party on the Effective Date or at any other time under or in connection with the Restated Credit Agreement or the Amended MGCA or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations, the guarantees and security interests under the Security Documents governed by Spanish law will be preserved and will remain in full force and effect for the benefit of any successors or assignees of the respective Secured Party and the other Secured Parties, in accordance with Article 1,528 of the Spanish Civil Code. The relevant successors or assignees accept the guarantees and security interests created under the Security Documents governed by Spanish law.

(e) In case of any assignment of all or any part of the rights and obligations of any Secured Party on the Effective Date or at any other time under or in connection with the Restated Credit Agreement or the Amended MGCA or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations, the guarantees and security interests under the Security Documents governed by French law will be preserved and will remain in full force and effect for the benefit of any successors or assignees of the respective Secured Party and the other Secured Parties. A transfer by way of novation under this Section 5(e) is also a novation (novation) within the meaning of Articles 1329 et seq. of the French Civil Code.

SECTION 6. Swingline Agreements. For the avoidance of doubt, (i) that certain Swingline Agreement dated as of April 5, 2019, among Goodyear, the Borrowers, Barclays Bank PLC and the Administrative Agent, (ii) that certain Swingline Agreement dated as of April 5, 2019, among Goodyear, the Borrowers, UniCredit Bank AG and the Administrative Agent and (iii) that certain Swingline Agreement dated as of April 5, 2019, among Goodyear, the Borrowers, Bank of America, N.A. and the Administrative Agent, in each case, shall be terminated and of no further force or effect.

SECTION 7. **Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

SECTION 8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf or any other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf or any other electronic means), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 9. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 10. Fees and Expenses. Goodyear and each Borrower agrees to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by it in connection with this Agreement, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, Allen & Overy LLP and other counsel for the Administrative Agent.

SECTION 11. Incorporation by Reference. Sections 9.07, 9.09(b), 9.09(c), 9.09(d), 9.10 and 9.20 of the Existing Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

PARTIES TO THE EXISTING CREDIT AGREEMENT, THE RESTATED CREDIT AGREEMENT, THE MASTER GUARANTEE AND COLLATERAL AGREEMENT AND THE AMENDED MGCA

THE GOODYEAR TIRE & RUBBER COMPANY

by

/s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President, Finance and Treasurer

GOODYEAR EUROPE B.V.

by

/s/ Raf Monnens

Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall

Name: Malcolm Goodall
Title: Attorney-in-fact

GOODYEAR GERMANY GMBH

by

/s/ Raf Monnens

Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall

Name: Malcolm Goodall
Title: Attorney-in-fact

GOODYEAR OPERATIONS S.A.

by

/s/ Raf Monnens

Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall

Name: Malcolm Goodall
Title: Attorney-in-fact

[Signature Page to Amendment and Restatement Agreement]

J.P. MORGAN SE, as Administrative Agent under the Existing Credit Agreement and under the Restated Credit Agreement

by

/s/ Karolina Glinka

Name: Karolina Glinka
Title: Vice President

JPMORGAN CHASE BANK, N.A., individually, as Collateral Agent, Lender, Issuing Bank and Swingline Lender under the Existing Credit Agreement and under the Restated Credit Agreement

by

/s/ Robert P. Kellas

Name: Robert P. Kellas
Title: Executive Director

[Signature Page to Amendment and Restatement Agreement]

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

By: /s/ Karla M. Ruppert

Name: Karla M. Ruppert

Title: Vice President

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

BARCLAYS BANK IRELAND PLC

By: /s/ Chris Salt

Name: Chris Salt
Title: Asset Management

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

Citibank, N.A.

By: /s/ Andrew Padovano

Name: Andrew Padovano

Title: Vice President

[Signature Page to Amendment and Restatement Agreement]

Credit Agricole Corporate and Investment Bank, as a Lender, Issuing Bank, and a Swingline Lender:

By: /s/ Jill Wong
Name: Jill Wong

Title: Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

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GOLDMAN SACHS BANK USA, as a Lender

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

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Steven Chen

Name: Steven Chen
Title: Vice President

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable)

UniCredit Bank AG

By: /s/ Alexandra Stelzer
Name: Alexandra Stelzer
Title: Managing Director

By: /s/ Merico Bauch
Name: Merico Bauch
Title: Director

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Jessica Lutrario
Name: Jessica Lutrario

Title: Associate

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Vice President

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

BGL BNP Paribas

By: /s/ Maria Dorenkamp

Name: Maria Dorenkamp
Title: SRM

By: /s/ Anne-Sophie Dufresne

Name: Anne-Sophie Dufresne
Title: Directrice Banque des Entreprises
Membre du Comité Exécutif

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Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

City National Bank

By: /s/ Yvonne Mondragon

Name: Yvonne Mondragon
Title: Vice President

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW YORK BRANCH

By: /s/ Brian Crowley
Name: Brian Crowley
Title: Managing Director

By: /s/ Miriam Trautmann
Name: Miriam Trautmann
Title: Managing Director

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

Santander Bank, N.A.

By: /s/ Jennifer Baydian

Name: Jennifer Baydian
Title: Senior Vice President

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

Banco Bradesco S.A. – New York Branch

By: /s/ Sonia Cristina I A Bettencourt
Name: Sonia Cristina I A Bettencourt

By: /s/ Gabriela Da Silva Vieira
Name: Gabriela Da Silva Vieira

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

Banque et Caisse d'Epargne de l'Etat, Luxembourg

By: /s/ Guy Koster

Name: Guy Koster
Title: Deputy Head of Business Unit Corporate Banking

By: /s/ Nobby Brausch

Name: Nobby Brausch
Title: Director adjoint Chef de département Banque des Entreprises et du Secteur Public

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

Banque Internationale à Luxembourg société anonyme

By: /s/ Bernard Eresch

Name: Bernard Eresch
Title: Head of Banque des Grandes Entreprises

By: /s/ Daniel Haag

Name: Daniel Haag
Title: Managing Director

By: /s/ Thomas Berns

Name: Thomas Berns
Title: Corporate Advisor

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

COMMERZBANK AKTIENGESELLSCHAFT

By: /s/ Thomas Georg Mueldner
Name: Thomas Georg Mueldner
Title: Managing Director

By: /s/ Jens Lah
Name: Jens Lah
Title: Director

[Signature Page to Amendment and Restatement Agreement]

Name of Lender (with any Lender that is also an Issuing Bank or a Swingline Lender signing in its capacity as a Lender, an Issuing Bank and a Swingline Lender, as applicable):

The Northern Trust Company

By: /s/ Andrew D. Holtz
Name: Andrew D. Holtz
Title: Senior Vice President

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PARTIES TO THE MASTER GUARANTEE AND COLLATERAL AGREEMENT AND THE AMENDED MGCA (AND NOT PARTY TO THE EXISTING CREDIT AGREEMENT OR THE RESTATED CREDIT AGREEMENT)

4FLEET GROUP GMBH

by

/s/ Raf Monnens
Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall
Name: Malcolm Goodall
Title: Attorney-in-fact

GOODYEAR RETAIL SYSTEMS GMBH

by

/s/ Raf Monnens
Name: Raf Monhens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall
Name: Malcolm Goodall
Title: Attorney-in-fact

GOODYEAR GERMANY MANUFACTURING GMBH & CO. KG

by

/s/ Raf Monnens
Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall
Name: Malcolm Goodall
Title: Attorney-in-fact

[Signature Page to Amendment and Restatement Agreement]

GOODYEAR HANAU MANUFACTURING GMBH & CO. KG

by

/s/ Raf Monnens

Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall

Name: Malcolm Goodall
Title: Attorney-in-fact

[Signature Page to Amendment and Restatement Agreement]

[[5884640]]

REIFEN BAIERLACHER GMBH

by /s/ Raf Monnens
Name: Raf Monnens
Title: Attorney-in-fact

by /s/ Malcolm Goodall
Name: Malcolm Goodall
Title: Attorney-in-fact

GOODYEAR FRANCE S.A.S.

by /s/ Raf Monnens
Name: Raf Monnens
Title: Attorney-in-fact

by /s/ Malcolm Goodall
Name: Malcolm Goodall
Title: Attorney-in-fact

VULCO DÉVELOPPEMENT S.A.

by /s/ Raf Monnens
Name: Raf Monnens
Title: Attorney-in-fact

by /s/ Malcolm Goodall
Name: Malcolm Goodall
Title: Attorney-in-fact

GOODYEAR AMIENS S.A.S.

by

/s/ Raf Monnens

Name: Raf Monhens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall

Name: Malcolm Goodall
Title: Attorney-in-fact

GOODYEAR TYRES UK LIMITED

by

/s/ Raf Monnens

Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall

Name: Malcolm Goodall
Title: Attorney-in-fact

DUNLOP TYRES LTD

by

/s/ Raf Monnens

Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall

Name: Malcolm Goodall
Title: Attorney-in-fact

GOODYEAR MOUNTING SOLUTIONS S.A.

by

/s/ Raf Monnens

Name: Raf Monnens
Title: Attorney-in-fact

by

/s/ Malcolm Goodall

Name: Malcolm Goodall
Title: Attorney-in-fact

[Signature Page to Amendment and Restatement Agreement]

CELERON CORPORATION

by /s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

DIVESTED COMPANIES HOLDING COMPANY

by /s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

by /s/ Daniel T. Young
Name: Daniel T. Young
Title: Secretary

DIVESTED LITCHFIELD PARK PROPERTIES, INC.

by /s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

by /s/ Daniel T. Young
Name: Daniel T. Young
Title: Secretary

GOODYEAR EXPORT INC.

by /s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

GOODYEAR FARMS, INC.

by /s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President and Treasurer

GOODYEAR INTERNATIONAL CORPORATION

by /s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President and Treasurer

GOODYEAR WESTERN HEMISPHERE CORPORATION

by /s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President and Treasurer

T&WA, INC.

by /s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President and Treasurer

RABEN TIRE CO., LLC

by THE GOODYEAR TIRE & RUBBER COMPANY

its sole member

by /s/ Christina L. Zamarro

Name: Christina L. Zamarro

Title: Vice President, Finance and Treasurer

COOPER TIRE & RUBBER COMPANY

by

/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President and Treasurer

MAX-TRAC TIRE CO., INC.

by

/s/ Evan M. Scocos
Name: Evan M. Scocos
Title: Vice President

WINGFOOT BRANDS LLC

by THE GOODYEAR TIRE & RUBBER COMPANY
its sole member

/s/ Christina L. Zamarro
Name: Christina L. Zamarro
Title: Vice President, Finance and Treasurer

[Signature Page to Amendment and Restatement Agreement]

COPPER INTERNATIONAL HOLDING CORPORATION

by

/s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Treasurer

COOPER TIRE & RUBBER COMPANY VIETNAM HOLDING, LLC

by

/s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Treasurer

COOPER TIRE HOLDING COMPANY

by

/s/ Christina L. Zamarro

Name: Christina L. Zamarro
Title: Vice President and Treasurer

[Signature Page to Amendment and Restatement Agreement]

GOODYEAR CANADA INC.

by

/s/ Samuel M. Pillow

Name: Samuel M. Pillow
Title: President

by

/s/ Frank Lamie

Name: Frank Lamie
Title: Secretary

[Signature Page to Amendment and Restatement Agreement]

THE GOODYEAR TIRE & RUBBER COMPANY
GOODYEAR EUROPE B.V.
GOODYEAR GERMANY GMBH
GOODYEAR OPERATIONS S.A.
AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT
DATED AS OF OCTOBER 12, 2022

STANDARD TERMS AND CONDITIONS

1. Representations and Warranties.

1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Restated Credit Agreement or any other Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any collateral thereunder, (iii) the financial condition of any Borrower, any of its subsidiaries or Affiliates or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by any Borrower, any of its subsidiaries or Affiliates or any other Person of any of their respective obligations under any Credit Document.

1.2. Assignees. Each Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Restated Credit Agreement and the Amended MGCA, (ii) it satisfies the requirements, if any, specified in the Restated Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of each of the Restated Credit Agreement and the Amended MGCA as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Restated Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, the Amended MGCA and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) attached to this Agreement is any documentation required to be delivered by it pursuant to the terms of Sections 2.16 and 9.17 of the Restated Credit Agreement, duly completed and executed by such Assignee; (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and

based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender; and (c) hereby directs the Collateral Agent to execute on its behalf pursuant to the power of attorney granted to the Collateral Agent in Section 9.18 of the Restated Credit Agreement a "New Secured Party's Accession Agreement" in the form of Schedule 3 to the German Security Trust Agreement.

2. Amended MGCA. Each Assignee, by executing and delivering this Agreement, acknowledges receipt of a copy of the Amended MGCA and approves and agrees to be bound by and to act in accordance with the terms and conditions of the Amended MGCA and each other Security Document, specifically including (i) the provisions of Section 5.03 of the Amended MGCA (governing the distribution of proceeds realized from the exercise of remedies under the Security Documents), (ii) the provisions of Article VI of the Amended MGCA (governing the manner in which acts of the Secured Parties are to be evidenced and the manner in which the amounts of the Obligations are to be determined at any time), (iii) the provisions of Articles VIII and IX of the Amended MGCA (relating to the duties and responsibilities of the Collateral Agent and providing for the indemnification and the reimbursement of expenses of the Collateral Agent by the Lenders) and (iv) the provisions of Section 11.13 of the Amended MGCA (providing for releases of Guarantees of the Obligations and releases of security interests in Collateral securing the Obligations).

3. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to each Assignee for amounts which have accrued from and after the Effective Date.

4. Foreign Law Provisions.

4.1. France. An assignment of rights will only be effective vis-à-vis the Subsidiary Guarantors organized under the laws of the Republic of France if such assignment is notified in France to such Subsidiary Guarantors by written notice in accordance with Article 1324 of the French Civil Code. Pursuant to clause 9.04(b)(vii) of the Restated Credit Agreement (i) GEBV (or the Administrative Agent, at the expense of GEBV) shall carry out such notification and (ii) if the assignment provided for in this Agreement is made without GEBV's consent, the Administrative Agent shall provide prompt written notice of the assignment to GEBV.

4.2. Germany. For the purposes of German law only, the assignment made under this Agreement shall be deemed to be an assignment (*Abtretung*) and will not constitute a termination or a novation of the Restated Credit Agreement.

4.3. Hungary. For the purposes of Hungarian law only, the assignment made under this Agreement shall be deemed to be an assignment (*engedményezés*) under Articles § 6:193 *et seq.* of the Civil Code of Hungary and will not constitute a termination or a novation of the Credit Agreement.

4.4. Italy. For the purposes of Italian law only, the assignment made under this Agreement shall be construed under Italian law as a cessione totale o parziale del contratto or a cessione del credito or otherwise a successione a titolo particolare and shall not entail under Italian law a novazione (or have an effetto novativo on) of the Restated Credit Agreement or the Amended MGCA or the Security Documents governed by Italian law or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations.

4.5. Luxembourg. An assignment of rights will only be effective vis-à-vis the Subsidiary Guarantors organized under the laws of Luxembourg if such assignment is notified or accepted in Luxembourg in accordance with Article 1690 of the Luxembourg Civil Code. Each such Subsidiary Guarantor has acknowledged receipt of such notice by its execution of this Agreement.

4.6. Romania. In case of any assignment or transfer of all or any part of the rights and obligations, including by way of novation, of any Secured Party on the Effective Date or at any other time under or in connection with the Restated Credit Agreement or the Amended MGCA or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations, the guarantees and security interests under the Security Documents (including, without limitation, those governed by Romanian law) will be preserved and will remain in full force and effect for the benefit of any successors, assignees or transferees of the respective Secured Party and the other Secured Parties.

4.7. Serbia. In case of any assignment or transfer of all or any part of the rights and obligations, including by way of novation, of any Secured Party on the Effective Date or at any other time under or in connection with the Restated Credit Agreement or the Amended MGCA or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations, the security interests under the Security Documents governed by Serbian law will be preserved and will remain in full force and effect for the benefit of any successors, assignees or transferees of the respective Secured Party and the other Secured Parties.

4.8. Slovenia. For the purposes of Slovenian law only, the assignment made under this Amendment and Restatement Agreement shall not constitute a termination (*prenehanje*) or a novation (*novacija*) (both as defined under Slovenian laws) of the rights and obligations under the Restated Credit Agreement.

4.9. Spain. In case of any assignment of all or any part of the rights and obligations of any Secured Party on the Effective Date or at any other time under the

Restated Credit Agreement or the Amended MGCA or any other agreements or instruments from time to time giving rise to the Applicable Secured Obligations, the guarantees and security interests under the Security Documents governed by Spanish law will be preserved and will remain in full force and effect for the benefit of any successors or assignees of the respective Secured Party and the other Secured Parties, in accordance with article 1,528 of the Spanish Civil Code. The relevant successors or assignees accept the guarantees and security interests created under the Security Documents governed by Spanish law.

4.10. The Netherlands. WARNING: PLEASE NOTE THAT A TRANSFER OR ASSIGNMENT OF AN AMOUNT LENT TO A DUTCH BORROWER MAY ONLY TAKE PLACE IF THE NEW LENDER IS A NON-PUBLIC LENDER (AS DEFINED IN THE RESTATED CREDIT AGREEMENT).

5. Affiliates. Each Assignee acknowledges that any Obligations in respect of any Swap Agreement or cash management services, in each case provided by an Affiliate of a Lender, will only constitute Obligations for the purpose of any Security Document governed by the laws of a country other than the United States of America if such Affiliate executes and delivers to the Administrative Agent an Affiliate Authorization in the form of Exhibit G to the Restated Credit Agreement or any other form approved by the Administrative Agent.

(c) Notwithstanding any provisions to the contrary contained in this Agreement, in respect of the obligations and liabilities of the Guarantors incorporated under the laws of France (the "*French Guarantors*") under this Article III, it is understood that: (i) the obligations and liabilities of French Guarantors in respect of the Obligations shall be limited in accordance with their respective financial resources in the following manner: (A) the obligations and liabilities of Goodyear France S.A.S. in respect of the Obligations shall be limited to an aggregate amount not exceeding €83,800,000.00, (B) the obligations and liabilities of Goodyear Amiens S.A.S. in respect of the Obligations shall be limited to an aggregate amount not exceeding €55,500,000.00, (C) the obligations and liabilities of Vulco Développement S.A. in respect of the Obligations shall be limited to an aggregate amount not exceeding €470,883.00 and (D) the obligations and liabilities of any other Person becoming a French Guarantor in respect of the Obligations shall be limited to an aggregate amount not exceeding the amount indicated as such maximum amount in the agreement pursuant to which such Person shall become a French Guarantor.

EXHIBIT 22.1

LIST OF SUBSIDIARY GUARANTORS

The following subsidiaries of The Goodyear Tire & Rubber Company (the "Parent Company") were, as of September 30, 2022, guarantors of the Company's 9.5% senior notes due 2025, 5% senior notes due 2026, 4.875% senior notes due 2027, 5% senior notes due 2029, 5.25% senior notes due April 2031, 5.25% senior notes due July 2031 and 5.625% senior notes due 2033:

NAME OF SUBSIDIARY	PLACE OF INCORPORATION OR ORGANIZATION
Celeron Corporation	Delaware
Cooper International Holding Corporation	Delaware
Cooper Tire & Rubber Company	Delaware
Cooper Tire & Rubber Company Vietnam Holding, LLC	Delaware
Cooper Tire Holding Company	Ohio
Divested Companies Holding Company	Delaware
Divested Litchfield Park Properties, Inc.	Arizona
Goodyear Canada Inc.	Ontario, Canada
Goodyear Export Inc.	Delaware
Goodyear Farms, Inc.	Arizona
Goodyear International Corporation	Delaware
Goodyear Western Hemisphere Corporation	Delaware
Max-Trac Tire Co., Inc.	Ohio
Raben Tire Co., LLC	Indiana
T&WA, Inc.	Kentucky
Wingfoot Brands LLC	Delaware

EXHIBIT 31.1

CERTIFICATION

I, Richard J. Kramer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The Goodyear Tire & Rubber Company;

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(s) 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(s) 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: November 1, 2022

/s/ RICHARD J. KRAMER

Richard J. Kramer
Chairman, Chief Executive Officer and President
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Darren R. Wells, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The Goodyear Tire & Rubber Company;

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(s) 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(s) 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: November 1, 2022

/s/ DARREN R. WELLS

Darren R. Wells
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION
Pursuant to Section 1350, Chapter 63 of Title 18, United States Code

Pursuant to Section 1350, Chapter 63 of Title 18, United States Code, each of the undersigned officers of The Goodyear Tire & Rubber Company, an Ohio corporation (the "Company"), hereby certifies with respect to the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2022, as filed with the Securities and Exchange Commission (the "10-Q Report") that to his knowledge:

(1) the 10-Q Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the 10-Q Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 1, 2022

/s/ RICHARD J. KRAMER

Richard J. Kramer
Chairman, Chief Executive Officer and President
The Goodyear Tire & Rubber Company

Dated: November 1, 2022

/s/ DARREN R. WELLS

Darren R. Wells
Executive Vice President and Chief Financial Officer
The Goodyear Tire & Rubber Company