

Complete details of the Agreements pursuant to Regulation 30A of SEBI (Listing Obligations & Disclosures Requirements), Regulations, 2015

Disclosure for the First Lien Credit Agreement

S. No.	Particulars	Information
1.	Name of the party entering into such an agreement and the relationship with the listed entity	The Goodyear Tire & Rubber Company (" Goodyear US "), the holding company of Goodyear Orient Company (Private) Limited (" Goodyear Singapore "), which is the promoter of Goodyear India Limited (" Goodyear India "), the listed entity.
2.	Details of the counterparties to the agreement (including name and relationship with the listed entity)	<ul style="list-style-type: none"> (i) JPMorgan Chase Bank, N.A., (ii) Bank Of America, N.A., (iii) Barclays Bank PLC, (iv) BNP Paribas Securities Corp., (v) Citibank, N.A., (vi) Credit Agricole Corporate And Investment Bank, (vii) Deutsche Bank Securities Inc., (viii) Fifth Third Bank, National Association, (ix) Goldman Sachs Bank USA, (x) MUFG Union Bank, N.A., (xi) PNC Bank, National Association, (xii) Sumitomo Mitsui Banking Corporation, and (xiii) Wells Fargo Bank, National Association, <p>(as joint lead arrangers and joint bookrunners)</p> <ul style="list-style-type: none"> (xiv) Bank Of America, N.A., (xv) Barclays Bank PLC, (xvi) BNP Paribas Securities Corp., (xvii) Citibank, N.A., (xviii) Credit Agricole Corporate And Investment Bank, (xix) Deutsche Bank Securities Inc., (xx) Fifth Third Bank, National Association, (xxi) Goldman Sachs Bank USA, (xxii) MUFG Union Bank, N.A.,

		<p>(xxiii) PNC Bank, National Association,</p> <p>(xxiv) Sumitomo Mitsui Banking Corporation, and</p> <p>(xxv) Wells Fargo Bank, National Association</p> <p>(as syndication agents)</p> <p>(xxvi) NYCB Specialty Finance Company, LLC,</p> <p>(xxvii) BMO Harris Bank, N.A.,</p> <p>(xxviii) Regions Bank, and</p> <p>(xxix) The Huntington National Bank</p> <p>(as documentation agents)</p> <p>(xxx) JPMorgan Chase Bank, N.A.,</p> <p>(xxxi) Bank Of America, N.A.,</p> <p>(xxxii) Barclays Bank PLC,</p> <p>(xxxiii) BNP Paribas,</p> <p>(xxxiv) Citibank, N.A.,</p> <p>(xxxv) Credit Agricole Corporate and Investment Bank,</p> <p>(xxxvi) Deutsche Bank AG, New York Branch,</p> <p>(xxxvii) Fifth Third Bank, National Association,</p> <p>(xxxviii) Goldman Sachs Bank USA,</p> <p>(xxxix) MUFG Union Bank, N.A.,</p> <p>(xl) PNC Bank, National Association,</p> <p>(xli) Sumitomo Mitsui Banking Corporation,</p> <p>(xlii) Wells Fargo Bank, National Association,</p> <p>(xliii) NYCB Specialty Finance Company, LLC,</p> <p>(xliv) BMO Harris Bank N.A.,</p> <p>(xlv) Regions Bank,</p> <p>(xlvi) The Huntington National Bank,</p> <p>(xlvii) Capital One, National Association,</p> <p>(xlviii) Citizens Bank, N.A.,</p> <p>(xlix) KeyBank National Association, and</p>
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		(l) Royal Bank of Canada, (as lenders) The aforementioned counterparties are all unrelated to the listed entity.
3.	Date of entering into the agreement.	June 7, 2021; as amended September 15, 2022
4.	Purpose of entering into the agreement	Goodyear US has executed this agreement for the continuation of a revolving credit facility provided earlier and to avail of additional credit.
5.	Shareholding, if any, in the entity with whom the agreement is executed.	Not applicable
6.	Significant terms of the agreement (in brief)	Please see Exhibit A.
7.	Extent and the nature of impact on management or control of the listed entity	
8.	Details and quantification of the restriction or liability imposed upon the listed entity	
9.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	The counterparties to the First Lien Credit Agreement are all unrelated to the listed entity, promoter/promoter group/ group companies.
10.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	The transaction is not a related party transaction.
11.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable
12.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Not applicable.

Disclosure for the Revolving Credit Agreement

S. No.	Particulars	Information
1.	Name of the party entering into such an agreement and the relationship with the listed entity	Goodyear US, the holding company of Goodyear Europe B.V., Goodyear Germany GmbH, Goodyear Operations S.A (group companies of the listed entity) and Goodyear Singapore, which is the promoter of Goodyear India, the listed entity.
2.	Details of the counterparties to the agreement (including name and relationship with the listed entity)	<p>(i) J.P. Morgan SE (as administrative agent)</p> <p>(ii) JPMorgan Chase Bank, N.A. (as collateral agent)</p> <p>(iii) Bank Of America, N.A.,</p> <p>(iv) Barclays Bank Ireland PLC,</p> <p>(v) BNP Paribas Securities Corp.,</p> <p>(vi) Citibank, N.A.,</p> <p>(vii) Credit Agricole Corporate and Investment Bank,</p> <p>(viii) Goldman Sachs Bank USA, and</p> <p>(ix) Wells Fargo Bank, National Association,</p> <p>(as syndication agents)</p> <p>(x) BGL BNP Paribas,</p> <p>(xi) City National Bank,</p> <p>(xii) Deutsche Bank AG New York Branch, and</p> <p>(xiii) Unicredit Bank AG; and</p> <p>(as documentation agents)</p> <p>(xiv) The Lenders (as defined under the Revolving Credit Agreement)</p> <p>The aforementioned counterparties are all unrelated to the listed entity.</p>
3.	Date of entering into the agreement.	October 12, 2022
4.	Purpose of entering into the agreement	Goodyear US has executed this agreement for the continuation of a revolving credit facility provided earlier and to avail of additional credit for the benefit of the European Goodyear companies.
5.	Shareholding, if any, in the entity with whom the agreement is executed.	Not applicable
6.	Significant terms of the agreement (in brief)	Please see Exhibit B.
7.	Extent and the nature of impact on management or control of the listed entity	
8.	Details and quantification of the restriction or liability imposed upon the listed entity	
9.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	
10.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	The transaction is not a related party transaction.

11.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable
12.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Not applicable.

Exhibit A

Key terms of the First Lien Credit Agreement in context of Goodyear India Limited as a 'Restricted Subsidiary, are as follows:

- (i) Restriction on Indebtedness: Goodyear US will not and is required to ensure that any Restricted Subsidiary does not incur any additional indebtedness, subject to certain exceptions. For example, Goodyear US and the Restricted Subsidiaries are permitted to undertake additional indebtedness in certain circumstances including the following: (a) for Goodyear US and the Subsidiary Guarantors (which does not include Goodyear Singapore or Goodyear India) only, if the Consolidated Coverage Ratio (*as defined under the First Lien Credit Agreement*) will be greater than 2:1, after the application of the proceeds from such indebtedness; (b) indebtedness is incurred in respect of performance bonds, trade acceptances, bank guarantees, letters of credit and surety or appeal bonds entered into in the ordinary course of business; (c) indebtedness is in the nature of inter-group loans within Goodyear US and its Restricted Subsidiaries; (d) indebtedness from 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 that such indebtedness is extinguished within 5 days of the Chief Financial Officer of Goodyear US becoming aware of it; or (e) indebtedness of Foreign Restricted Subsidiaries which, in an aggregate principal amount that, when added to all other indebtedness permitted to be incurred pursuant to this clause and then outstanding, will not exceed: (x) \$2,000,000,000 plus (y) any amount then permitted to be incurred pursuant to the terms of the First Lien Credit Agreement that Goodyear US instead elects to incur pursuant to this clause.
- (ii) Restriction on 'Restricted Payments'¹: Goodyear US and the Restricted Subsidiaries may be permitted to make 'Restricted Payments', unless at the time of the making such payments: (a) a default has occurred or is continuing or would result therefrom; (b) Goodyear US cannot incur at least \$1 of additional indebtedness under the Consolidated Coverage Ratio test set forth under the terms of the First Lien Credit Agreement; or (c) the aggregate amount of such Restricted Payment and all other Restricted Payments (declared and/or made subsequent from May 11, 2009) exceeds the amounts prescribed under the terms of the First Lien Credit Agreement. There are certain other payments that are not prohibited by this covenant, as set out in the First Lien Credit Agreement, which include: payments on certain subordinated obligations, payments of certain dividends, capital stock purchases in connection with employment agreements, repurchases of capital stock in connection with the vesting or exercise of stock options, and other permitted payments as further set forth in the First Lien Credit Agreement.
- (iii) Limitation on Sales of Assets: Goodyear US will not, and is required to ensure that no Restricted Subsidiary makes, any 'Asset Disposition'² unless it is for: (a) at least equal to the fair market

¹ Restricted Payments have been defined under the First Lien Credit Agreement, in respect of any person, as: "(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."

² 'Asset Disposition' has been defined under the First Lien Credit Agreement as: "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 the provisions of the First Lien Credit Agreement only, a disposition subject to the terms thereof; (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

value of such assets; and (b) at least 75% of the consideration received by Goodyear US or a Restricted Subsidiary is in the form of cash (including items deemed to be cash as further set forth in the First Lien Credit Agreement) or Additional Assets (*as defined in the First Lien Credit Agreement*).

Further, Goodyear US will not, and is required to ensure that any Restricted Subsidiary does not merge into, amalgamate or consolidate with any other person or permits any person for such consolidation or sell, transfer, lease or otherwise dispose of (in one, or a series of, transaction(s)) assets (including capital stock of subsidiaries) constituting all or substantially all the assets of Goodyear US and its 'Consolidated Subsidiaries', taken as a whole. However, Goodyear US and/or the Restricted Subsidiaries will be permitted to undertake certain customary actions, including merging into Goodyear US or any Restricted Subsidiary merging into another Restricted Subsidiary (so long as no Domestic Subsidiary merges into a Foreign Subsidiary) provided that at the time thereof and immediately after giving effect thereto, no default shall have occurred and be continuing.

- (iv) Limitation on Transactions with Affiliates of Goodyear US: Goodyear US will not, and is required to ensure that no Restricted Subsidiary, enters into or conducts 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 US unless such transaction is on the following terms: (a) no less favorable than would be obtained in an arm's-length dealing with a person who is not an affiliate; (b) in the event such transaction involves an aggregate amount in excess of \$25,000,000, it has been set out in writing and has been approved by a majority of the board of directors of Goodyear US who have no personal interest in such transaction; and (c) in the event such transaction involves an amount in excess of \$75,000,000, it has been determined by a nationally recognized appraisal, accounting or investment banking firm to be fair, from a financial standpoint, to Goodyear US and its Restricted Subsidiaries.

There are certain exceptions to this requirement, as set out in the First Lien Credit Agreement, which include: (w) Restricted Payments permitted under the provisions of the First Lien Credit Agreement, (x) 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 of Goodyear US; (y) loans or advances to employees in the ordinary course of business of Goodyear US; and (z) any transaction between or among any of Goodyear US, any Restricted Subsidiary and any joint venture or similar entity which would constitute an affiliate transaction solely because Goodyear US or a Restricted Subsidiary owns equity in or has control of such Restricted Subsidiary, joint venture or similar entity.

- (v) Limitation on Liens: Goodyear US will not, and is required to ensure that any Restricted Subsidiary does not, 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), securing any indebtedness, except as permitted under the provisions of the First Lien Credit Agreement, which exceptions include: (x) liens to secure indebtedness permitted under the Credit Agreement and liens securing the obligations under the Goodyear US Loan Documentation, (y) liens to finance the acquisition, construction or improvement of assets, subject to certain limitations, and (z) liens on assets not constituting collateral under the First Lien Credit Agreement to secure indebtedness of any Foreign Restricted Subsidiary incurred in accordance with and as permitted by the First Lien Credit Agreement.
- (vi) Limitation on Sale/Leaseback Transactions: Goodyear US will not, and is required to ensure that any Restricted Subsidiary does not, enter into any Sale/Leaseback Transaction³ with respect to any property unless Goodyear US or such Restricted Subsidiary (a) can incur such indebtedness with respect to such Sale/Leaseback Transaction under the First Lien Credit Agreement; (b) is permitted to create a lien on such property securing such indebtedness pursuant to the First Lien Credit Agreement or, to the extent the assets subject to such Sale/Leaseback Transaction do not constitute collateral under the First Lien Credit Agreement,

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.

³ 'Sale/Leaseback Transaction' under the First Lien Credit Agreement has been defined as: "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."

create a lien on such property pursuant to the provisions of the First Lien Credit Agreement; (c) the gross proceeds payable to Goodyear US or the Restricted Subsidiary are at least equal to the fair market value of the assets subject to the Sale/Leaseback Transaction; or (d) the transfer of such property is permitted by, and, if applicable, Goodyear US applies the proceeds of such transaction in compliance with the provisions relating to Asset Dispositions under the First Lien Credit Agreement.

Exhibit B

Key terms of the Revolving Credit Agreement, in context of Goodyear India Limited as a 'Restricted Subsidiary, are as follows:

- (i) Restriction on Indebtedness: Goodyear US will not and is required to ensure that any Restricted Subsidiary does not incur any additional indebtedness, subject to certain exceptions. For example, Goodyear US and the Restricted Subsidiaries are permitted to undertake additional indebtedness in certain circumstances including the following: (a) for Goodyear US and the Subsidiary Guarantors (which does not include Goodyear Singapore or Goodyear India) only, if the Consolidated Coverage Ratio (*as defined under the Revolving Cred Credit Agreement*) will be greater than 2:1, after the application of the proceeds from such indebtedness; (b) indebtedness is incurred in respect of performance bonds, trade acceptances, bank guarantees, letters of credit and surety or appeal bonds entered into in the ordinary course of business; (c) indebtedness is in the nature of inter-group loans within Goodyear US and its Restricted Subsidiaries; (d) indebtedness from 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 that such indebtedness is extinguished within 5 days of the Chief Financial Officer of Goodyear US becoming aware of it; or (e) indebtedness of Foreign Restricted Subsidiaries which, in an aggregate principal amount that, when added to all other indebtedness permitted to be incurred pursuant to this clause and then outstanding, will not exceed: (x) \$2,000,000,000 plus (y) any amount then permitted to be incurred pursuant to the terms of the Revolving Cred Credit Agreement that Goodyear US instead elects to incur pursuant to this clause.
- (ii) Restriction on 'Restricted Payments'⁴: Goodyear US and the Restricted Subsidiaries may be permitted to make 'Restricted Payments', unless at the time of the making such payments: (a) a default has occurred or is continuing or would result therefrom; (b) Goodyear US cannot incur at least \$1 of additional indebtedness under the Consolidated Coverage Ratio test set forth under the terms of the Revolving Cred Credit Agreement; or (c) the aggregate amount of such Restricted Payment and all other Restricted Payments (declared and/or made subsequent from May 11, 2009) exceeds the amounts prescribed under the terms of the Revolving Cred Credit Agreement. There are certain other payments that are not prohibited by this covenant, as set out in the Revolving Cred Credit Agreement, which include: payments on certain subordinated obligations, payments of certain dividends, capital stock purchases in connection with employment agreements, repurchases of capital stock in connection with the vesting or exercise of stock options, and other permitted payments as further set forth in the Revolving Cred Credit Agreement.

⁴ Restricted Payments have been defined under the Revolving Credit Agreement, in respect of any person, as: "(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."

- (iii) Limitation on Sales of Assets: Goodyear US will not, and is required to ensure that no Restricted Subsidiary makes, any 'Asset Disposition'⁵ unless it is for: (a) at least equal to the fair market value of such assets; and (b) at least 75% of the consideration received by Goodyear US or a Restricted Subsidiary is in the form of cash (including items deemed to be cash as further set forth in the Revolving Cred Credit Agreement) or Additional Assets (*as defined in the Revolving Cred Credit Agreement*).

Further, Goodyear US will not, and is required to ensure that any Restricted Subsidiary does not merge into, amalgamate or consolidate with any other person or permits any person for such consolidation or sell, transfer, lease or otherwise dispose of (in one, or a series of, transaction(s)) assets (including capital stock of subsidiaries) constituting all or substantially all the assets of Goodyear US and its 'Consolidated Subsidiaries', taken as a whole. However, Goodyear US and/or the Restricted Subsidiaries will be permitted to undertake certain customary actions, including merging into Goodyear US or any Restricted Subsidiary merging into another Restricted Subsidiary (so long as no US Subsidiary merges into a Foreign Subsidiary) provided that at the time thereof and immediately after giving effect thereto, no default shall have occurred and be continuing.

- (iv) Limitation on Transactions with Affiliates of Goodyear US: Goodyear US will not, and is required to ensure that no Restricted Subsidiary, enters into or conducts 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 US unless such transaction is on the following terms: (a) no less favorable than would be obtained in an arm's-length dealing with a person who is not an affiliate; (b) in the event such transaction involves an aggregate amount in excess of \$25,000,000, it has been set out in writing and has been approved by a majority of the board of directors of Goodyear US who have no personal interest in such transaction; and (c) in the event such transaction involves an amount in excess of \$75,000,000, it has been determined by a nationally recognized appraisal, accounting or investment banking firm to be fair, from a financial standpoint, to Goodyear US and its Restricted Subsidiaries.

There are certain exceptions to this requirement, as set out in the Revolving Cred Credit Agreement, which include: (w) Restricted Payments permitted under the provisions of the Revolving Cred Credit Agreement, (x) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements,

⁵ 'Asset Disposition' has been defined under the Revolving Credit Agreement as: "*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 the terms of the Revolving Credit Agreement only, a disposition subject to the terms thereof;

(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 the provisions of the Revolving Credit Agreement and the introductory clauses of each of the specific clauses relating to the same thereunder 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."

incentive compensation plans, stock options and stock ownership plans approved by the board of directors of Goodyear US; (y) loans or advances to employees in the ordinary course of business of Goodyear US; and (z) any transaction between or among any of Goodyear US, any Restricted Subsidiary and any joint venture or similar entity which would constitute an affiliate transaction solely because Goodyear US or a Restricted Subsidiary owns equity in or has control of such Restricted Subsidiary, joint venture or similar entity.

- (v) Limitation on Liens: Goodyear US will not, and is required to ensure that any Restricted Subsidiary does not, 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), securing any indebtedness, except as permitted under the provisions of the Revolving Cred Credit Agreement, which exceptions include: (x) liens to secure indebtedness permitted under the Credit Agreement and liens securing the obligations under the Goodyear US Loan Documentation, (y) liens to finance the acquisition, construction or improvement of assets, subject to certain limitations, and (z) liens on assets not constituting collateral under the Revolving Cred Credit Agreement to secure indebtedness of any Foreign Restricted Subsidiary incurred in accordance with and as permitted by the Revolving Cred Credit Agreement.
- (vi) Limitation on Sale/Leaseback Transactions: Goodyear US will not, and is required to ensure that any Restricted Subsidiary does not, enter into any Sale/Leaseback Transaction⁶ with respect to any property unless Goodyear US or such Restricted Subsidiary (a) can incur such indebtedness with respect to such Sale/Leaseback Transaction under the Revolving Cred Credit Agreement; (b) is permitted to create a lien on such property securing such indebtedness pursuant to the Revolving Cred Credit Agreement or, to the extent the assets subject to such Sale/Leaseback Transaction do not constitute collateral under the Revolving Cred Credit Agreement, create a lien on such property pursuant to the provisions of the Revolving Cred Credit Agreement; (c) the gross proceeds payable to Goodyear US or the Restricted Subsidiary are at least equal to the fair market value of the assets subject to the Sale/Leaseback Transaction; or (d) the transfer of such property is permitted by, and, if applicable, Goodyear US applies the proceeds of such transaction in compliance with the provisions relating to Asset Dispositions under the Revolving Cred Credit Agreement.

⁶ 'Sale/Leaseback Transaction' under the Revolving Credit Agreement has been defined as: "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."