

**The Goodyear Tire & Rubber Company
1950 Pension Plan
as of January 1, 2020**

Summary Plan Description

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Foreword

The Pension Plan is designed to provide you with a source of income following your retirement. When combined with the Employee Savings Plan, Social Security, and your personal savings, this Plan will supplement your future retirement income.

This booklet is the “Summary Plan Description” (SPD) required by the Employee Retirement Income Security Act of 1974, as amended (ERISA) for The Goodyear Tire & Rubber Company (“Goodyear” or “the Company”) 1950 Pension Plan (“Plan”). This SPD applies to employees of the Company who are either:

- Covered by a collective bargaining agreement expressly providing for coverage under this Plan; or
- An hourly rated employee at a location designated by the Company (or one of its designated subsidiaries).

Former employees and retirees are covered by the version of the Plan in effect at the time their employment ends.

The Plan was frozen on various dates depending on the location of your facility, preserving all benefits earned through that date. “Frozen” means that no additional pension benefits were or will be earned or accrued after those dates. Please see the **General Provisions** section below, which includes more information on the “freeze dates” for each facility.

This booklet summarizes the key features of the Plan. Details can be found in the formal Plan document, which legally governs all aspects of the Plan. If there is any conflict between the information here and the formal Plan document, the Plan document will govern. If you need additional information about your benefits, or a copy of the formal Plan document, contact the Goodyear Associate Service Center at 1-844-449-4772.

Key features of the Plan are described in everyday language in this booklet. Details can be found in the formal plan set forth in the Pension, Insurance, and Service Award Agreement applicable to your collective bargaining agreement, a copy of which has been distributed to you.

In all cases, your rights and benefits, and those of your dependents and beneficiaries, are governed by the terms and conditions of the Plan as in effect from time to time. The Company, through its authorized representatives, reserves the right to modify or terminate the Plan at any time. In addition, nothing in the Plan says or implies that participation guarantees your continued employment with the Company.

The Plan Administrator will have the sole and absolute discretionary authority and power to interpret plan provisions and make factual determinations in administering and carrying out the provisions of the Plan, including, but not limited to, the authority and power (a) to determine all questions relating to eligibility for the amount of any benefit to be paid under the Plan, (b) to determine all questions pertaining to claims for benefits and procedures for claims review, (c) to resolve all other questions arising under the Plan, including any questions of construction, and (d) to take such further action as the Plan Administrator deems advisable in the administration of the Plan. The actions taken and the decisions made by the Plan Administrator hereunder shall be final and binding on all interested parties. The Company may delegate to a third-party administrator or insurer in whole or in part any of this authority.

General Provisions

The Plan was frozen for Master locations effective April 30, 2014. "Master" locations include certain plants that collectively negotiate with United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC [USW]. "Frozen" means that you do not earn or accrue any additional pension benefits after the date the Plan was frozen for your location. All benefits earned through that date were preserved. For purposes of qualifying for a retirement benefit, however, your service years, will continue to accumulate until you leave the Company.

The Plan was frozen for all other locations on the following dates:

Location	Pension Plan Freeze Date
Akron Firemen	April 30, 2014
Beaumont	December 31, 2008
Cambridge Retail	March 31, 2010
Chicago Retail	March 31, 2017
Danville Retail	December 31, 2005
Houston	May 31, 2014
Los Angeles Retail	August 31, 2004
Niagara Falls	April 30, 2014
Stockbridge UAW	April 30, 2015
Topeka Powerhouse	November 30, 2014

Eligibility and Participation

Locations Other Than Master Locations You automatically participate in the Plan if you were hired on or prior to December 22, 2006 (unless you are a technical maintenance employee as described in the below section titled **Technical Maintenance Employees**) and work at a Master location of The Goodyear Tire & Rubber Company or a designated subsidiary. For a complete list of covered locations, contact the Plan Administrator.

Locations Other Than Master Locations

You also automatically participate in the Plan if you were hired prior to the dates described in the following table (unless you are a technical maintenance employee as described in the below section titled **Technical Maintenance Employees**) and work at one of the following locations of The Goodyear Tire & Rubber Company or a designated subsidiary:

Location	You Are Hired on or Prior to...
Akron Firemen	August 29, 2009
Beaumont	March 31, 2007
Cambridge Retail	March 31, 2010
Chicago Retail	February 20, 2005
Danville Retail	December 31, 2005
Houston	March 31, 2007
Los Angeles Retail	August 31, 2004
Niagara Falls	December 22, 2006
Stockbridge UAW	November 6, 2004
Topeka Powerhouse	December 22, 2006

Technical Maintenance Employees

If you work as a technical maintenance employee at a Master location, you automatically participate in the Plan if you were hired on or prior to August 28, 2009. If you work at a location in the table below, you automatically participate in the Plan if you were hired on or prior to the dates in the following table:

Name of Location	You Are Hired on or Prior to...
Niagara Falls	November 1, 2009
Topeka Powerhouse	April 28, 2010
Houston	December 12, 2009

When You Are Not Eligible

You are not eligible to participate in the Plan if:

- You were hired after December 22, 2006 (or after August 28, 2009 if you are a technical maintenance employee) if you work at a Master location or the dates listed in the tables above if you work at one of the other locations listed;
- You are a leased employee who performs services through a non-affiliated service provider organization irrespective of whether or not you are a common law employee of the Company or its subsidiaries; or
- You have signed an agreement that comports to classify you as an independent contractor, consultant, or a third party, irrespective of whether or not you are a common law employee of the Company or its subsidiaries.

Eligibility for Pensions

Normal Retirement Pension

If you retire from service on or after August 1, 2009, you may retire on a normal retirement pension at age 65 (normal retirement age). If your employment began after age 60 and you were hired on or after January 1, 1988, normal retirement will be the date on which you attain five years of Continuous Service. You may choose to work beyond age 65. If you do, you will continue to accumulate pension service after age 65.

If you have attained normal retirement age but have not retired by the April 1 following the calendar year in which you attain age 70½, you will be eligible to receive an in-service pension distribution beginning on such April 1. If you want to receive an in-service pension, you must file an application.

Disability Retirement Pension

If you retire from service on or after January 1, 2010, you are eligible for an immediate pension if you become totally and permanently disabled even if you have not reached your normal retirement age, provided you have completed at least 10 years of Continuous Service prior to your retirement. You are deemed "totally and permanently disabled" if:

- You become totally disabled by mental incapacitation or disease, bodily injury or disease;
- Your total disability has continued for five consecutive months; and
- You are eligible for and receive a federal Social Security benefit for disability.

Early Retirement Pension

You are eligible for an immediate pension before your normal retirement age if you are not eligible for any other pension under the Plan, except a deferred vested pension from a prior period of Continuous Service and you:

- Complete at least 30 years of Continuous Service prior to your retirement; or
- Reach age 55 and completed at least 10 years of Continuous Service prior to your retirement.

Deferred Vested Pension

You are eligible for a deferred vested pension if you terminate employment on or after January 1, 1989, and at the time of termination, you:

- Have not reached normal retirement age;
- Have completed at least five years of Continuous Service prior to your termination; and
- Are not eligible for any other pension under the Plan, except another deferred vested pension from a prior period of Continuous Service.

If you terminate employment and do not complete the pension election process within 90 days from the date the process was initiated, you will remain eligible for a pension beginning at normal retirement age. If you terminate employment after completing 10 or more years of service, payment may begin as early as age 55.

Contact the Goodyear Associate Service Center for Additional Details and to Apply

See the full Plan document for complete details on the above pension types. Contact the Goodyear Associate Service Center at 1-844-449-4772 for additional information on the above pension types, including an application.

When You Will Be Entitled to Your Pension

You become entitled to your pension once you meet a service requirement.

Service Awards

If your service with the Company terminates because you are no longer able to meet the requirements of your job, are unable to qualify for transfer to another job, have five or more years of Continuous Service, and are not eligible for any pension under any other pension plan of the Employer (other than a normal, early, or deferred vested pension in this Pension Plan), you may become eligible for a Service Award provided you are not eligible for a Special Distribution or Separation Payment under the Pension Plan.

If you meet the eligibility requirements for a Service Award, you may elect, with your spouse's consent, if applicable, within 30 days of your termination of employment, to receive, in lieu of your pension under this Pension Plan, a Service Award equal to the single-sum present value of the pension for which you are eligible.

A Service Award is paid as a monthly benefit unless waived within 90 days of the termination of your employment. If the monthly benefit is waived, the benefit payment will be a lump sum.

No lump-sum payment in excess of a \$5,000 Service Award will be payable to you unless you and your spouse, if applicable, consent in writing to such Service Award payment.

Special Distribution on Plant Closure

If you have at least five or more years of Continuous Service, your employment is terminated as a result of a plant closure at your employment location, you are eligible for a normal, early or deferred vested pension, and you are not eligible for a Service Award under the Pension Plan, then you may be eligible to receive a Special Distribution.

If you meet the eligibility requirements for a Special Distribution, you may elect, with your spouse's consent, if applicable, within 30 days of your termination of employment, to receive, in lieu of your pension under this Pension Plan, a Special Distribution equal to the single-sum present value of the pension for which you are eligible.

A Special Distribution is paid as a monthly benefit unless waived within 90 days of the termination of your employment. If the monthly benefit is waived, the benefit payment will be a lump sum.

No lump-sum payment in excess of a \$5,000 Special Distribution will be payable to you unless you and your spouse, if applicable, consent in writing to such Special Distribution payment.

Separation Payments Eligibility

If you are on layoff and terminate your employment, you may become eligible, under the following circumstances, for a Separation Payment in lieu of a normal retirement pension, an early retirement pension, or a deferred vested pension:

- You have been laid off for one year and have recall rights;
- You have not refused an offer of work from the Company;
- You had not less than five years of Continuous Service when laid off;
- You have met the requirements for a normal, early, or deferred vested pension, but not any other pension;
- You are not eligible for a Service Award or Special Distribution under the Pension Plan; and

- Your layoff was not the result of any of the following:
 - Disciplinary reasons
 - Strike, slowdown, work stoppage, or other unauthorized concerted action
 - War or hostile act of a foreign power
 - Sabotage or insurrection
 - Act of God.

If you meet the eligibility requirements for a Separation Payment, you may elect, with your spouse's consent, if applicable, within 30 days of your termination of employment, to receive, in lieu of your pension under this Pension Plan, a Separation Payment equal to the single-sum present value of the pension for which you are eligible.

A Separation Payment is paid as a monthly benefit unless waived within 90 days of the termination of your employment. If the monthly benefit is waived, the benefit payment will be a lump sum.

No lump-sum payment in excess of a \$5,000 Separation Payment will be payable to you unless you and your spouse, if applicable, consent in writing to such Separation Payment.

Continuous Service

Normally your Continuous Service for pension purposes includes only the most recent period of your Goodyear employment. Breaks in service occurring between January 1, 1976 and May 1, 1985 and after May 1, 1985, however, are covered by special rules outlined below:

If you had a break in service between January 1, 1976 and May 1, 1985, the following rules will apply toward determination of your Continuous Service.

1. If your Goodyear employment terminates and you are rehired by Goodyear within 12 months, your Continuous Service will

include the prior period of Goodyear employment.

2. If your Goodyear employment terminates and you are rehired by Goodyear more than 12 months later, your Continuous Service will include the prior period if that period of employment is longer than the intervening time during which you were not employed by Goodyear.
3. In any event, if your employment terminates and, at the time, you have 10 or more years of Continuous Service and you are rehired by Goodyear, this prior service will be counted for all purposes of the Plan.

If you have a break in service on or after May 1, 1985, the rules for determining Continuous Service will be as follows:

1. Continuous service will include time before May 1, 1985 only as provided by the Plan in effect on April 30, 1985.
2. If your employment terminates prior to being eligible for a pension and you are subsequently rehired by Goodyear within the greater of five years or the length of your prior employment, your Continuous Service will include your prior period of employment.
3. If your employment terminates and, at the time, you are eligible for a pension and you are reemployed by Goodyear, the prior service will be counted for all purposes of the Plan.

In determining the amount of your pension, Continuous Service will include only those periods during which you are an Employee as defined by the Plan.

If You Return to Work

If you commenced your pension prior to rehire, you will be treated as a new employee, and therefore you are not eligible for additional pension benefits under the Plan. Further, if you return to employment, the payment of your pension will be suspended during the period of your reemployment, unless you are employed for less than 40 hours per month.

If you did not commence your pension prior to your return and you earned a pension benefit under the Plan, your period of service through the earlier of your exit from the Plan or your location's pension freeze date, as described in the **General Provisions** section, will be combined for pension accrual purposes.

How You Receive Plan Payments

You can receive your pension benefit as a lump sum or, if the present value of your pension is greater than \$5,000, as an immediate or deferred monthly annuity.

To receive a lump-sum payment or an immediate monthly annuity, you must make your elections within 90 days of the date you initiate the retirement process through the Goodyear Associate Service Center or online at selfservice.goodyear.com, and you must have exited the company prior to your retirement date. The Plan pays benefits as soon as administratively possible after you leave.

If you don't make this election within the 90-day period, you must receive your benefit in the form of a deferred monthly annuity. The Plan automatically defers your payments until you reach age 55, and you must contact the Goodyear Associate Service Center by phone at 1-844-449-4772 or online at selfservice.goodyear.com when you want payments to begin.

Normal Retirement Age

Normal retirement age under the Plan is age 65, unless you were hired after turning age 60, in which case your normal retirement age is the fifth anniversary of your date of hire. The Plan requires that your pension begin by your normal retirement age if you're no longer employed by the Company.

Single Lump-Sum Method of Payment

Since your pension benefit is portable, you can receive it as a single lump-sum cash payment (less a mandatory 20% tax withholding) and take the benefit with you when you leave. Or you can roll all or a part of your pension benefit into an Individual Retirement Arrangement (IRA) (there is no tax withholding for any portion made as a direct rollover) or another employer's qualified plan (if that plan permits rollovers). You can also

roll all of your pension benefit into the Employee Savings Plan. See Option G in the **Immediate or Deferred Annuity Methods of Payment** section.

Rollover into a Roth IRA

You or your beneficiary can roll over a lump-sum payment of non-Roth money from the Plan to a Roth IRA, as well as to another IRA or eligible employer plan. If you roll over a payment of non-Roth money to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within five years, counting from January 1 of the year of the rollover).

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000) and after you have had a Roth IRA for at least five years. In applying this five-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies).

You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, *Individual Retirement Arrangements (IRAs)*.

How Your Pension Amount Is Determined

Normal Retirement Pension

If you are married, the law requires that your pension be payable as a Qualified Joint and Survivor Annuity – special 50% Option (see the section on Special 50% Joint and Survivor Option). However, you may elect another optional form of payment, with spousal consent.

If you work at a Master location and retired between August 1 and December 31, 2009, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of December 31, 2009	x	\$58	–	The total amount of other benefits payable to you
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If you retire on or after January 1, 2010, the monthly amount of normal retirement pension is equal to:

Your years of Continuous Service as of December 31, 2009	x	\$58	+	Your years of Continuous Service between December 31, 2009 and April 30, 2014	x	\$63	–	The total amount of other benefits payable to you
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Akron Firemen

If you work at the Akron Firemen facility and retire after October 1, 2009, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of April 30, 2014	x	\$55	–	The total amount of other benefits payable to you
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Beaumont, Texas

If you work at the Beaumont, Texas, facility and retire after April 30, 2000, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of December 31, 2008	x	\$50
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Cambridge Retail

If you work at a Cambridge Retail facility and retire after March 4, 2007, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of March 31, 2010	x	\$25	–	The total amount of other benefits payable to you
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Chicago Retail

If you work at a Chicago Retail facility and retire after September 10, 1995, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of March 31, 2017	x	\$30	–	The total amount of other benefits payable to you
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Danville Retail

If you work at a Danville Retail facility and retire after August 19, 2005, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of December 31, 2005	x	\$31.50	-	The total amount of other benefits payable to you
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Houston

If you work at the Houston facility and retired between December 1, 2009 and May 31, 2010, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of May 31, 2010	x	\$56.50	+	\$10 per month for your years of Continuous Service over 30 years (actuarially reduced from age 62 if you retired before age 59)	-	The total amount of other benefits payable to you
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If you retire on or after June 1, 2010, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of May 31, 2010	x	\$56.50	+	Your years of Continuous Service between June 1, 2010 and May 30, 2014	x	\$61.50	+	\$10 per month for your years of Continuous Service over 30 years (actuarially reduced from age 62 if you retired before age 59)	-	The total amount of other benefits payable to you
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Los Angeles Retail

If you work at a Los Angeles Retail facility and retire after July 31, 2004, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of August 31, 2004	x	\$23.50	-	The total amount of other benefits payable to you
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Niagara Falls

If you work at Niagara Falls and retired between October 1, 2009 and February 28, 2010, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of February 28, 2010	x	\$58	-	The total amount of other benefits payable to you
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If you retired on or after March 1, 2010, the monthly amount of normal retirement pension is equal to:

Your years of Continuous Service as of February 28, 2010	x	\$58	+	Your years of Continuous Service between February 28, 2010 and April 30, 2014	x	\$63	-	The total amount of other benefits payable to you
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Stockbridge UAW

If you work at the Stockbridge facility as a UAW employee and retire after November 5, 2003, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of February 28, 2011	x	\$33	+	Your years of Continuous Service between March 1, 2011 and February 28, 2014	x	\$37	+	Your years of Continuous Service between March 1, 2014 and April 30, 2015	x	\$38	-	The total amount of other benefits payable to you
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Topeka Powerhouse

If you work at the Topeka Powerhouse facility and retire on or after August 1, 2009, the monthly amount of your normal retirement pension is equal to:

Your years of Continuous Service as of December 31, 2009	x	\$55	+	Your years of Continuous Service between January 1, 2010 and November 30, 2014	x	\$63	-	The total amount of other benefits payable to you
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Disability Retirement Pension

The monthly amount of disability retirement pension will be determined in accordance with the provisions used to calculate a normal retirement pension, except that your years of Continuous Service will end at the date of your disability retirement if retirement occurs before your location's pension freeze date.

Early Retirement Pension

With 30 or more years of service – less than age 55: If you retire prior to age 55 with 30 or more years of Continuous Service, your monthly pension will be equal to the amount determined for a normal retirement pension based on your service at the time of your retirement.

With 30 or more years of service – ages 55 and has not attained an age equal to three (3) years prior to attainment of full retirement age, as defined by the Social Security Administration or, if earlier, becomes eligible for a federal Social Security benefit for disability: You will receive a temporary early retirement supplement determined in accordance with the schedule set forth below.

Age	Years of Continuous Service														
	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
55	\$340	\$349	\$358	\$367	\$376	\$385	\$394	\$403	\$412	\$421	\$0	\$0	\$0	\$0	\$0
56	350	359	368	377	386	395	404	413	422	431	440	0	0	0	0
57	360	369	378	387	396	405	414	423	432	441	450	459	0	0	0
58	370	379	388	397	406	415	424	433	442	451	460	469	478	0	0
59	380	389	398	407	416	425	434	443	452	461	470	479	488	497	0
60	390	399	408	417	426	435	444	453	462	471	480	489	498	507	516
61	400	409	418	427	436	445	454	463	472	481	490	499	508	517	526
62	410	419	428	437	446	455	464	473	482	491	500	509	518	527	536
63	420	429	438	447	456	465	474	483	492	501	510	519	528	537	547
64	430	439	448	457	466	475	484	493	502	511	520	529	538	547	557

The monthly benefit will be payable until you attain an age three years prior to your Social Security normal retirement age or, if earlier, you first become eligible for a federal Social Security benefit for age or disability.

When you attain an age three years prior to your Social Security normal retirement age, your monthly pension will be equal to the amount determined for a normal pension based on your service at the time of your retirement.

Is Payable at Age	Payment of the Monthly Supplemental Continues Past Age 62 for:
65 Years, 2 months	2 months
65 Years, 6 months	6 months
66 Years	12 months

With less than 30 years of service – ages 55 to 62: If you retire between ages 55 and 62 with less than 30 years of Continuous Service, the monthly amount of your early retirement pension will be equal to the amount determined for a normal retirement pension, but the total is reduced by 4/10 of 1% for each month between your early retirement date and age 62.

After age 62: If you retire after having attained age 62, your monthly pension will be equal to the amount determined for a normal pension based on your service at the time of your retirement.

Deferred Vested Pension

Your deferred vested pension is based on your Continuous Service using the normal retirement pension rate in effect at the time of your termination of employment.

If you elect to receive your deferred vested pension after attaining age 55, but prior to your normal retirement age, your pension will be payable at a reduced amount equal to the actuarial equivalent of the pension payable at age 65, provided you had at least 10 years of service at the time your employment terminated.

If your employment terminates or is terminated after you have completed at least five years of Continuous Service and your pension benefit has a value of less than or equal to \$5,000, and you are not eligible for a Service Award, Special Distribution, or Separation Payment, the

Pension Plan will pay you a lump-sum payment in lieu of any deferred vested pension.

Duration of Pension Payments

Your pension is paid to you for as long as you live.

If you retire on a normal, disability, early, or deferred vested pension, payments will continue to the person you have designated as your beneficiary for a period of time that is dependent on the retirement option you elect.

Qualified Domestic Relations Orders

If you are involved in a divorce or legal separation, both the law and the Pension Plan provide that you cannot obtain an interest or preserve any right to any benefits with respect to your spouse's benefits in this Plan, unless it is done by the means of a Qualified Domestic Relations Order (QDRO). A copy of the QDRO procedures and model QDRO provisions can be obtained by any participant or beneficiary without charge by contacting the Plan Administrator.

Methods of Payment

The Plan offers the following options of annuity forms of payment in addition to the lump-sum options. **Please note that many of the options described below will not be available to you if you choose to defer commencement of your pension.**

	Single Life Annuity (SLA)	This option is available to single or married employees at retirement. Spousal consent is required to make this election. You automatically receive this option if you're single, unless you select another method of payment during the 90-day period before payments begin. Under this option you receive a monthly benefit for life, with 60 months guaranteed. However, if you die after 60 monthly payments have been paid, there are no continuing benefits paid to a beneficiary.
	Qualified Joint and Survivor Annuity – Special 50% (QJSA)	This option is available to married employees only at retirement. You automatically receive this option if you're married, unless, with your spouse's consent, you reject this method and choose another method of payment during the 90-day period before payments begin. The QJSA pays you a reduced benefit for life, and 50% of the reduced benefit to your surviving spouse for life after your death. Because the Plan expects to make benefit payments over two lifetimes, yours and your spouse's, the reduction amount is based on your and your spouse's ages when you retire. If your spouse dies before you, you continue to receive monthly benefits at the same reduced amount.
Option A	100% Joint and Survivor	This option is available to married employees only at retirement. Spousal consent is required to make this election. **Please note that this option does not apply to deferred vested pensioners. Under this option there is no reduction in your monthly pension for the first 60 months. After 60 months, you receive a reduced monthly benefit for life. The amount of the reduction is based on your and your spouse's ages. After you die, monthly payments equal to 100% of your benefit then continues to your spouse for life. If you and your spouse die before receiving the first 60 payments, the Plan continues payments to you or your spouse (whoever dies later), or to your (or your spouse's) named beneficiary for the remainder of the 60-month period. If your spouse dies before you, you continue to receive monthly benefits at the same reduced amount.
Option B	50% Joint and Survivor	This option is available to married employees only at retirement. Spousal consent is required to make this election. **Please note that this option does not apply to deferred vested pensioners. Under this option there is no reduction in your monthly pension for the first 60 months. After 60 months, you receive a reduced monthly benefit for life. The amount of the reduction is based on your and your spouse's ages. After you die, monthly payments equal to 50% of your benefit then continues to your spouse for life.

		<p>If you and your spouse die before receiving the first 60 payments, the Plan continues payments to you or your spouse (whoever dies later), or to your (or your spouse's) named beneficiary for the remainder of the 60-month period.</p> <p>If your spouse dies before you, you continue to receive monthly benefits at the same reduced amount.</p>
Option C	Period Certain	<p>This option is available to single or married employees at retirement. Spousal consent is required to make this election. **Please note that this option does not apply to deferred vested pensioners.</p> <p>Under this option, there is no reduction in your monthly pension for the first 60 months. After 60 months, the Plan pays benefits at a reduced amount for your life, with monthly payments guaranteed for 10, 15, or 20 years (guaranteed period). Because payments are guaranteed for a certain period of time (120, 180, or 240 payments), the Plan reduces your monthly benefit amount. When you select this option, be sure to designate the guaranteed period (depending on your and your beneficiary's ages, the Plan may limit the guaranteed period).</p> <p>If you die before your guaranteed period ends, the Plan continues payments in the same amount to your beneficiary for the rest of the guaranteed period. Be sure to name your beneficiary (with your spouse's consent, if you are married) when you choose this option. If you and your beneficiary both die before the end of the guaranteed period, the Plan continues payments to your or your beneficiary's estate. If you live past the period certain elected, the plan continues to pay you your pension. If you die after the guaranteed period, the Plan stops payments.</p>
Option D	100% Contingent Coverage	<p>This option is available to married employees only at retirement. Spousal consent is required to make this election. **Please note that this option does not apply to deferred vested pensioners.</p> <p>Under this option, you receive a reduced benefit for life, and 100% of the reduced benefit continues to your surviving spouse for life after you die. If your spouse dies before you, your monthly benefit increases to the amount otherwise payable under the Single Life Annuity.</p> <p>If you and your spouse die before receiving the first 60 payments, your (or your spouse's) named beneficiary continues to receive monthly payments for the remainder of the 60-month period.</p>
Option E	50% Contingent Coverage	<p>This option is available to married employees only at retirement. Spousal consent is required to make this election. **Please note that this option does not apply to deferred vested pensioners.</p> <p>This option pays you an immediate reduced benefit for life, and 50% of the reduced benefit continues to your surviving spouse for life after you die. If your spouse dies before you, your monthly benefit increases to the amount otherwise payable under the Single Life Annuity.</p> <p>If you and your spouse die before receiving the first 60 payments, your (or your spouse's) named beneficiary continues to receive monthly payments for the remainder of the 60-month period.</p>

Option F	Qualified Joint and Survivor Annuity – Special 75% (QJSA)	<p>This option is available to married employees only at retirement. Spousal consent is required to make this election.</p> <p>Under this option you receive a reduced monthly benefit for life, and 75% of the reduced benefit continues to your spouse for life after your death. Because the Plan expects to make benefit payments over two lifetimes (yours and your spouse's) the reduction amount is based on your and your spouse's ages when you retire.</p> <p>If your spouse dies before you, you continue to receive monthly benefits at the same reduced amount.</p>
Option G	100% Lump Sum	<p>This option is available to single or married employees at retirement. Spousal consent is required to make this election. **Please note that this option does not apply to deferred vested pensioners.</p> <p>Under this option, you must make your election within 90 days from the date the retirement process is initiated and you have exited the Company prior to your retirement date. The lump sum is payable at 100%, and there is no annuity paid to the retiree.</p>
Option H	50% Lump Sum Plus 50% Annuity	<p>This option is available to single or married employees at retirement. Spousal consent is required to make this election. **Please note that this option does not apply to deferred vested pensioners.</p> <p>Under this option, the lump sum is payable at 50% of the stated value, and one of the annuity forms of benefit, stated above, is payable at 50% of its stated amount.</p>

Death Benefit to Survivor

After you have retired, a death benefit of up to \$5,000, depending upon your work location and date of your retirement, will be paid upon your death to your eligible surviving spouse, or to your estate if you have no eligible surviving spouse. Your spouse must have been married to you for at least one year immediately prior to your death to be eligible for this benefit.

Naming a Beneficiary

A beneficiary is the person to whom the Plan pays the contingent annuity.

If you name a beneficiary other than your spouse, your spouse must approve by signing your election form in the presence of a notary public. You can change your beneficiary (subject to your spouse's consent) at any time before or after you leave, provided benefits have not commenced. If you don't name a beneficiary, or

if your spouse and beneficiary predecease you, the Plan pays benefits to your estate.

To keep your beneficiary information up to date, contact the Goodyear Associate Service Center at 1-844-449-4772, or to make your change online, go to selfservice.goodyear.com with any possible changes.

Nonspouse Beneficiary Rollover Rules

If you die and leave your accrued benefit to a designated beneficiary who is not your spouse, the designated beneficiary may roll over the inherited assets into a traditional or Roth IRA in certain circumstances.

Choosing a Lump-Sum, or an Immediate or Deferred Annuity Method of Payment

You may choose or change your method of payment at any time before the commencement date of when your payments are scheduled to begin. However, once payments begin, you can't change your method of payment.

If you die before the commencement date of your pension payments, your election is automatically canceled. If your spouse dies before payments begin, your election remains in effect unless you change it.

Required Distribution

Benefit payment must begin no later than April 1 of the year after you reach age 72 or terminate employment (whichever is later).

A Note on Taxes

Taxes are a complex subject, and tax laws change frequently. In addition, your particular tax situation is unique. That's why it's wise to get professional tax advice on your own before receiving your pension benefit. Neither the Company, the Plan's third-party administrator, nor any employee or representative of the Company or the third-party administrator, is responsible for advising you on how your retirement-related decisions may impact your taxes.

Social Security

You're entitled to Social Security retirement benefits in addition to your benefits from the Plan. You and the Company contribute equally toward the cost of Social Security benefits, and you become eligible for these benefits when you reach Social Security normal retirement age. This age is determined by the Social Security Administration and is based on the year you were born. If you have questions concerning your Social Security benefits, contact your local Social Security office.

If You Die Before Plan Payments Begin

Survivor Benefit Protection

Pre-retirement benefits are payable to your surviving spouse if you were eligible for a pension at the time of death, provided you had been married for at least one year prior to death. If you leave the Company and are entitled to a deferred vested pension, you will receive notice of your pre-retirement benefit coverage and right to waive it. Any former employee who does not elect to waive the pre-retirement benefit after receiving notice will have their monthly retirement benefit reduced by $\frac{2}{10}$ of 1% for each year up to age 55 plus $\frac{6}{10}$ of 1% for each year after age 55 while the pre-retirement benefit coverage is in effect.

The amount of the pre-retirement benefit will be equal to the amount you would have received if you had retired on the day before the date of death with a benefit payable under the Special 50% Joint and Survivor Option.

When Benefits Begin

If you die as an active employee or you exit and die within 90 days from the date the pension election process was initiated, your surviving spouse may elect the lump-sum method of payment or an immediate annuity, provided he or she makes the election within 90 days from the date the surviving spouse's election process was initiated. Your spouse also may defer the monthly annuity to the first of the month following the day you would have reached your earliest commencement date for a deferred vested pension.

If you exit and die more than 90 days after the date the pension election process was initiated, your surviving spouse may only commence his or her benefit as a monthly annuity on the first of the month following the day you would have reached your earliest commencement date for a deferred vested pension.

Proof of Death

If you die, your survivor must provide proof of your death before the Plan pays survivor benefits.

If You Die During Military Service

If you die on or after January 1, 2007 while on military leave, your surviving spouse may receive any additional benefits that would have been provided to you had you resumed employment prior to your death. This includes vesting and ancillary death benefits, but not additional accruals.

Applying for Benefits

You need to apply for your pension benefit by contacting the Goodyear Associate Service Center by phone at 1-844-449-4772 or online at selfservice.goodyear.com. The Goodyear Associate Service Center can provide you an estimate of your benefit, review with you the lump-sum and immediate or deferred annuity methods of payment, and help you take the necessary steps toward receiving benefits.

To allow enough time for the processing of your pension benefit, you may enter all of your elections at selfservice.goodyear.com, or you may call the Goodyear Associate Service Center 45 to 90 days before you want your payments to start. Missing this deadline may delay your payments. The Goodyear Associate Service Center will send you forms that you must complete and return before your payments can begin.

To receive your pension benefit in the form of a lump-sum payment or an immediate annuity, be sure to complete the necessary election forms within 90 days from the date the retirement process is initiated and you have exited the Company prior to your retirement date.

To ensure you receive your benefits, you must keep your current address on file with the Plan Administrator.

If You Disagree about Your Pension (Claims and Appeal Procedure)

ERISA requires the Plan to establish and maintain procedures governing the filing of benefit claims, notification of benefit determinations, and appeal of adverse benefit determinations. The following Claims Procedures apply through March 31, 2018.

PLEASE NOTE: *The following section of your employee booklet has been updated to describe changes in the Plan that are effective April 1, 2018. The updated Claims Procedures are set forth in the **Appendix: Plan Claims Procedures** to this SPD, which replaces the following section of this SPD regarding Claims Procedures.*

Claims Procedures Effective for Claims Filed through March 31, 2018

If your initial claim is denied, you may file a written claim with the Benefits Review Committee. Your claim will be reviewed within 90 days.

If a claim under the Plan is wholly or partially denied, notice of the decision will be furnished to the claimant within 90 days after receipt of the claim by the Plan, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension will be furnished to the claimant prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the final decision.

Every claimant who is denied a claim for benefits will be provided with written notice setting forth:

1. The specific reason or reasons for the denial;
2. Specific reference to the pertinent Plan provisions on which the denial is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

4. Appropriate information as to the steps to be taken if the participant or beneficiary wishes to submit his or her claim for review.

The Review procedure provides that a claimant or his or her duly authorized representative within 60 days of receiving such notice may appeal a denied claim to the Pension Board/ERISA Appeals Committee, under which a full and fair review of the claim and its denial may be obtained. A claimant or his or her duly authorized representative may:

1. Request a review upon written application to the Plan;
2. Review pertinent documents; and
3. Submit issues and comments in writing.

The Pension Board/ERISA Appeals Committee holds a regularly scheduled meeting every quarter. A decision on review will be made no later than the date of the meeting of the Committee that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as accommodating the schedule of a participant who requests to participate in the hearing or as a result of the review at such scheduled meeting, further information is requested which the Committee determines is necessary to render a fair decision) require a further extension of time for processing, a decision will be rendered not later than the next meeting of the Committee following the Plan's receipt of the additional information requested. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant at the time it is determined that the extension is needed.

The decision on review will be in writing and will include specific reasons for the decision, as well as specific references to the pertinent Plan provisions on which the decision is based. The decision on review will be final and binding.

Where to File Claim Appeals to Benefits Review Committee and ERISA Appeals Committee

Claim appeals should be addressed to either the Benefits Review Committee or the ERISA Appeals Committee, as appropriate, and sent to the following address:

Goodyear Benefits Review Committee OR
ERISA Appeals Committee
c/o The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316

Discretion of Plan Administrator

The Plan Administrator will have the sole and absolute discretionary authority and power to interpret Plan provisions and make factual determinations in administering and carrying out the provisions of the Plan, including, but not limited to, the authority and power (a) to determine all questions relating to eligibility for the amount of any benefit to be paid under the Plan, (b) to determine all questions pertaining to claims for benefits and procedures for claim review, (c) to resolve all other questions arising under the Plan, including any questions of interpretation or construction of plan terms, and (d) to take such further action as the Plan Administrator shall deem advisable in the administration of the Plan. The actions taken and the decisions made by the Plan Administrator hereunder will be final and binding on all interested parties. The Company may delegate to a third-party administrator in whole or in any part any of this authority.

Other Considerations

There are a few additional things to know about your pension benefits.

The Plan is designed to provide you with continuing income when your active employment ends. Here are some additional things to consider.

Overpayment and Non-duplication of Benefits

If any benefit is overpaid, the Plan reserves the right to recover the overpayment or reduce any future payment to you or your beneficiary.

Assignment of Benefits

Your retirement benefits belong to you and may not be sold, assigned, transferred, pledged, or garnisheed, under most circumstances. If you (or your beneficiary) are unable to care for your own affairs, any payments due may be paid to someone who is authorized to conduct your affairs. This may be a relative or a court-appointed guardian.

Court Orders

If you become divorced or separated, a court order could require that all or part of your pension benefit be paid to someone else, a former spouse or child, for example. It also is possible that a court order may require death benefits be paid to an ex-spouse, thereby preventing a current spouse from receiving death benefits he or she would have received otherwise.

As soon as you are aware of any court proceedings that may affect your retirement benefit, contact the Goodyear Associate Service Center. Payment cannot be made unless the court order meets the legal requirements of a Qualified Domestic Relations Order (QDRO). The Plan Administrator will review the order to see if it meets these legal requirements.

Maximum Benefits

The Internal Revenue Code limits the benefits payable under plans like the Company's for certain highly paid employees. If you're affected, you will be notified.

If the Plan Is Underfunded

Under the Pension Protection Act of 2006 ("PPA"), certain limits on benefit payments and benefit accruals apply if the Plan falls short of funding targets established by the PPA (also called "underfunded"). Goodyear will notify you if these benefit restrictions apply.

Effect of Amendments

When any amendment to the Plan changes Plan benefits in any manner, the Plan provides that such changes generally only apply to participants who terminate employment on or after such amendment. Such changes generally do not apply to any former employees who previously retired or terminated employment (unless such amendment by its terms applies to former employees).

IRS Review

The Plan that is summarized in this booklet was submitted to the IRS and approved as a qualified plan. If the IRS requires any further significant changes to the Plan, we will provide a summary of those changes to you.

Plan Termination Provisions

The Company reserves the right by action of its Board of Directors to amend or terminate the Plan in any respect and at any time. No pension or other benefit granted prior to the time of any such amendment or termination shall be reduced, suspended, or discontinued except as provided by the Plan.

In the event of Plan termination, all property of the Trust for the Plan, after provision is made for expenses of administration and liquidation, shall be applied on a non-forfeitable basis for the exclusive benefit of pensioners, employees, and other persons claiming under or through them, all in the order, to the extent, and in the manner explained below:

1. First, to that portion of the accrued benefit from the participant's mandatory contributions.
2. Second, in the case of annuity payments,
 - a) To participants or beneficiaries who are receiving pension payments as of the beginning of the three-year period ending on the termination date of the Plan, under which such benefit would be the least; and
 - b) To participants or beneficiaries, other than described in (a) above, who are receiving pension payments as of the beginning of such three-year period if the participant had retired prior to the beginning of the three-year period and his annuity benefits started as of the beginning of such period, under which such benefit would be the least.
3. Third, to all other individual benefits under the Plan guaranteed under Title IV of ERISA, as well as any additional benefits under the above if ERISA did not apply.
4. Fourth, to all non-forfeitable benefits under the Plan.
5. Fifth, to all other benefits under the Plan.

The amounts allocated to any person shall be fully vested and non-forfeitable.

If the assets available for allocation are insufficient to satisfy in full the benefits of all individuals described above, the assets shall be allocated pro rata among such individuals on the basis of the present value as of the date of the termination of the Plan.

If the Secretary of the Treasury determines that the allocation made results in discrimination, the assets allocated shall be reallocated to the extent necessary to avoid such discrimination.

Any residual assets of the Plan shall be distributable to the Company if (1) all accrued liabilities of the Plan to participants and beneficiaries have been satisfied; and (2) the distribution does not violate any provision of the law.

Pension Benefit Guaranty Corporation

Your pension benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

1. Normal and early retirement benefits;
2. Disability benefits if you become disabled before the plan terminates; and
3. Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

1. Benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates;

2. Some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the plan terminates;
3. Benefits that are not vested because you have not worked long enough for the company;
4. Benefits for which you have not met all of the requirements at the time the plan terminates;
5. Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and
6. Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

The PBGC does not cover the supplemental disability payment which is funded by the Company outside of the Pension Plan.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website at <http://www.pbgc.gov>.

Administrative Information

The following information is provided in compliance with the Employee Retirement Income Security Act (ERISA).

Plan Name	Type	Identification Number
The Goodyear Tire & Rubber Company 1950 Pension Plan	Defined Benefit Pension Plan	001

Plan Administrator, Plan Sponsor and Employer

The Goodyear Tire & Rubber Company is the Plan Sponsor, Plan Administrator, employer, and also the named fiduciary for the benefits described in this booklet. The Plan is a single-employer, defined benefit pension plan. The Plan Sponsor's address and other pertinent data are as follows:

The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316
Telephone No.: 1-330-796-2121

Employer Identification No.: 34-0253240

The Company as the Administrator for purposes of ERISA and the Plan Administrator for purposes of the Internal Revenue Code is responsible for the general administration of the Plan. The Company in part has delegated to Alight Solutions the day-to-day administration duties of the Plan.

Agent for Service of Legal Process

The Secretary of The Goodyear Tire & Rubber Company is the agent for service of legal process at Goodyear's address listed above.

Plan Year

January 1 through December 31.

Pension Plan Trustee

The Trustee of the Pension Plan is:

Wingfoot Corporation
200 Innovation Way
Akron, OH 44316

Plan Cost, Contributions and Funding

The Company pays the entire cost of the Plan. The amount of the Company's contribution is actuarially determined.

All contributions to the Plan are made to a trust fund and are not allocated separately among individual participants. Northern Trust Company is the custodian of the trust fund, which is the sole source of benefits payable under the Plan, and Wingfoot Corporation is the Trustee of the trust fund.

The Plan bought annuities that are part of the investment of Plan assets. Therefore, part of your benefit might be held through insurance contracts with:

Pacific Life Insurance Company
777 Research Drive
Lincoln, NE 68521

If your benefit is held through insurance contracts with Pacific Life, you will receive your benefit directly from Pacific Life.

Your Rights Under ERISA

As a participant in the Goodyear Tire & Rubber Company 1950 Pension Plan, you're entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all Plan participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge at the Plan Administrator's office and at other specified locations, all Plan documents, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan administrator may make a reasonable charge for the copies.
- Examine the annual report and receive a copy of it upon request.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age, and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you don't have a right to a pension benefit, the statement will tell you how many more years you have to work to obtain the right to a pension benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

Prudent Action by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive it within 31 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, you cannot bring an action at law or in equity unless you have exercised your appeal rights (see the **Plan Claims Procedures** Appendix to this booklet) and your benefits requested in the appeal have been denied in whole or in part. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, contact the Plan Administrator through the Goodyear Associate Service Center by phone at 1-844-449-4772 or at selfservice.goodyear.com. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or write to:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, D.C. 20210

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

Appendix

Plan Claims Procedures Effective April 1, 2018

The following Claims Procedures are effective for claims filed on or after **April 1, 2018**.

Plan Claims Procedures

The provisions of this Appendix describe the procedures used by the Plan whenever a claimant's request under the Plan is denied, in whole or in part. A "**claimant**" is any person who either (i) makes a claim for benefits under the Plan or (ii) seeks a remedy under any provision of ERISA or other applicable law in connection with any question regarding a benefit under the Plan. A Participant or the Participant's Beneficiary may be a claimant under the Plan.

A claimant may authorize a representative to act on his or her behalf with respect to any claim under the Plan. The representative must provide satisfactory evidence to the Plan Administrator of the representative's authority to act for the claimant, such as a letter of authority with the claimant's notarized signature. To the extent consistent with the authority granted by a claimant to his or her representative, references to the claimant in these claims procedures include the claimant's representative.

The Plan Administrator may review claims under the Plan or may delegate that authority to an appropriate claims adjudicator. References in these claims procedures to the Plan Administrator include any claims adjudicator acting on behalf of the Plan Administrator.

Benefit claim determinations shall be made based on the applicable provisions of the Plan document and any documents of general application that interpret the Plan provisions and are maintained by the Company or the Plan Administrator for purposes of making benefit determinations. The Plan Administrator shall take such steps as are necessary to ensure and verify that benefit claim determinations are made in accordance with such documents and that the Plan provisions are being applied consistently with respect to similarly situated claimants.

All notices to claimants will be written in a manner calculated to be understood by the claimant.

Standard Claims Provisions

The standard claims provisions apply to any claim that does **not** require a determination under the Plan as to whether or not a claimant is disabled. The standard claims provisions also apply if a claim requires a disability determination, but that determination is made outside the Plan for reasons other than determining eligibility for a Plan benefit. Examples of this are when the disability determination is based solely on whether the claimant is entitled to disability benefits under either the Social Security Act or the Company's Long-Term Disability plan.

Initial Review

If your claim is denied, you may file a written claim with the Benefits Review Committee.

Review Period. Generally, the Benefits Review Committee has 90 days from the date on which a claim is filed in which to review the claim and render a decision. This review period may be extended with the voluntary consent of the claimant or if the Benefits Review Committee determines that special circumstances require an extension. If special circumstances require an extension, the Benefits Review Committee will notify the claimant before the end of the initial review period that additional review time is necessary. The notice will:

- Describe the special circumstances requiring a delay; and
- Specify the date a decision is expected to be made.

The Benefits Review Committee cannot extend the review period beyond an additional 90 days, unless the claimant voluntarily agrees to a longer extension.

If the Benefits Review Committee requires additional information from the claimant in order to process the claim, the Benefits Review Committee has discretion to decide whether to request the information and extend the initial review period as described in this section or, instead, to deny the claim on the basis that there is not sufficient information to proceed. If the Benefits Review Committee notifies the claimant that additional information is needed, the notice may also serve as a denial notice if it clearly states that unless the claimant provides the requested information within the prescribed time period, the claim will be denied for failure to provide sufficient information. A combined notice must provide both the information described above and the information under "*Denial Notice*" below.

Denial Notice. The notice denying a claimant's claim will contain the following information:

- The specific reasons for the denial of the claim;
- Specific reference to pertinent Plan provisions on which the denial is based;

- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such information is necessary;
- A description of the Plan's appeal procedures; and
- A statement that if the claimant appeals an adverse benefit determination in accordance with the Plan's procedures and the reviewing fiduciary's decision on appeal is adverse to the claimant, no further administrative review is required, and the claimant then has a right to bring a civil action under ERISA Section 502(a).

The notice shall also include a statement advising the claimant that, within 60 days of the date on which he or she receives such notice, he or she may appeal the adverse benefit determination in accordance with the appeal procedures described below.

Appeal of Adverse Benefit Determination

Filing an Appeal. Within the 60-day period beginning on the date the claimant receives notice of the adverse benefit determination, the claimant may appeal the determination by filing with the Pension Board/ERISA Appeals Committee (the "ERISA Appeals Committee") a written request that contains the following information:

- The date on which the claimant's appeal request was received by the ERISA Appeals Committee, provided that the date on which the appeal request was in fact received by the ERISA Appeals Committee shall control in the event that the date of the actual filing is later than the date stated by the claimant;
- The specific portions of the denial of his or her claim which the claimant requests the ERISA Appeals Committee (or other reviewing fiduciary) to review;

- A statement by the claimant setting forth the basis upon which he or she believes the ERISA Appeals Committee should reverse the previous denial of his or her claim for benefits and accept the claim as made; and
- Any written or other material (offered as exhibits) that the claimant desires the ERISA Appeals Committee to examine in its review of the adverse benefit determination.

Review on Appeal. If a claimant files a timely appeal, the Plan shall provide a full and fair review of the adverse benefit determination in accordance with the following:

- *Free Access to Information.* Upon request, the Plan shall provide the claimant reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim. No fee may be charged for such access and/or copies.
- *Record on Appeal.* In reviewing the claimant's appeal, the Administrator shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

- *Timing.* The ERISA Appeals Committee holds a regularly scheduled meeting every quarter. A decision on review will be made no later than the date of the meeting of the Committee that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as accommodating the schedule of a participant who requests to participate in the hearing or as a result of the review at such scheduled meeting, further information is requested which the Committee determines is necessary to render a fair decision) require a further extension of time for processing, a decision will be rendered not later than the next meeting of the Committee following the Plan's receipt of the additional information requested. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant at the time it is determined that the extension is needed. The notice will:

— Describe the special circumstances requiring a delay; and

— Specify the date a decision is expected to be made.

The Plan Administrator may review a claimant's appeal itself or appoint a separate appeals fiduciary to conduct the review. The Plan Administrator has appointed the ERISA Appeals Committee to conduct the review as described above.

Denial of Appeal. If the ERISA Appeals Committee decides for whatever reason to deny, whether in whole or in part, a claimant's appeal of an adverse benefit determination, the Committee's decision will be written in a manner calculated to be understood by the claimant and will contain the following information:

- The specific reasons for the adverse determination;
- Specific reference to pertinent Plan provisions on which the determination is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim;
- A statement describing any voluntary review procedures and the claimant's right to obtain copies of such procedures; and
- A statement of the claimant's right to bring an action under ERISA Section 502(a) and a description of any applicable contractual limitation period that applies to the claimant's right to bring such an action.

Where to File Claim Appeals to Benefits Review Committee and ERISA Appeals Committee

Claim appeals should be addressed to either the Benefits Review Committee or the ERISA Appeals Committee, as appropriate, and sent to the following address:

Goodyear Benefits Review Committee OR
ERISA Appeals Committee
c/o The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316

Disability Claims Provisions

The disability claims provisions apply to any claim that requires a determination under the Plan as to whether or not a claimant is disabled. The disability claims provisions do **not** apply if a claim requires a disability determination, but that determination is made outside the Plan for reasons other than determining eligibility for Plan benefits. Examples of when the disability claims provisions do **not** apply are when the disability determination is based solely on whether the claimant is entitled to disability benefits under either the Social Security Act or the Company's Long-Term Disability plan.

Initial Review

Review Period. Generally, the Benefits Review Committee has 45 days from the date on which a claim is filed in which to review the claim and render a decision. This review period may be extended with the voluntary consent of the claimant or if the Benefits Review Committee determines that special circumstances require an extension.

- *Extension of Initial Review Period for Special Circumstances.* If special circumstances outside the control of the Benefits Review Committee, other than the need for additional information from the claimant, require an extension, the Benefits Review Committee will notify the claimant before the end of the initial review period that additional review time is necessary. The notice will:

- Specify the circumstances requiring a delay and the date a decision is expected to be made;
- Explain the standards for approving a disability claim;
- State the unresolved issues that prevent the Benefits Review Committee from reaching a decision; and

- Describe any additional information needed to resolve the issues. If additional information is required from the claimant, the review period will temporarily cease to run, as described in "*Tolling of Review Period when Additional Information Is Required.*"

The Benefits Review Committee cannot extend the review period beyond an additional 30 days, unless the review period is tolled (temporarily ceases to run) because information is required from the claimant or the claimant voluntarily agrees to a longer extension. If the special circumstances cannot be resolved within the initial extension period (including any extension due to the tolling of the review period) and a further extension is required, the Benefits Review Committee will notify the claimant before the end of the initial extension that additional review time is necessary and the date by which a final decision is expected. The further extension cannot exceed an additional 30 days, unless either (1) additional information is required from the claimant and the review period is tolled or (2) the claimant voluntarily agrees to a longer extension.

- *Tolling of Review Period when Additional Information Is Required.* If the Benefits Review Committee requires additional information from the claimant to make a disability determination, the Benefits Review Committee will notify the claimant. The notice will:

- Explain the standards for approving a disability claim;
- Describe the additional information needed to enable the Benefits Review Committee to make a disability determination; and

- Confirm the date by which such information must be provided in order to be taken into consideration in processing the claim. The Benefits Review Committee must allow the claimant at least 45 days from the date it provides the notice in which to respond to the request for additional information.

The claims review period will be tolled (temporarily cease to run) until the earlier of (i) the date the claimant provides the required information or (ii) the end of the claimant's response period.

The notice requesting additional information may also serve as notice of a claim denial if the notice clearly states that unless the claimant provides the requested information within the prescribed time period, the claim will be denied for failure to provide sufficient information. A combined notice must provide both the information described above and the information under "*Denial Notice*" below.

If additional information is required from the claimant, the Benefits Review Committee has discretion to decide whether to request the information and extend the initial review period as described in this section or, instead, to deny the claim on the basis that there is not sufficient information to proceed.

Denial Notice. The notice denying a claimant's claim for a disability benefit will be provided in a culturally and linguistically appropriate manner and will contain the following information:

- The specific reasons for the denial of the claim;
- Specific reference to pertinent Plan provisions on which the denial is based;

- A discussion of the decision, including an explanation for disagreeing with or not following:
 - The views presented by the claimant of health care professionals who treated the claimant and vocational professionals who evaluated the claimant;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the determination; and
 - Any disability determinations made by the Social Security Administration;
- One of the following:
 - A statement that the claim denial is based on an internal rule, guideline, protocol, or other similar criterion, and either (1) a copy of the specific rule, guideline, protocol, or other criterion relied upon in denying the claim or (2) a further statement that a copy of the specific rule, guideline, protocol, or other criterion relied upon in denying the claim is available upon request, free of charge; or
 - A statement that the claim denial is **not** based on an internal rule, guideline, protocol, or other similar criterion;
- If the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion), either (1) an explanation of the scientific or clinical judgment, applying the terms of the Plan to the claimant's circumstances, or (2) a statement that such an explanation is available upon request, free of charge;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such information is necessary;
- A description of the Plan's mandatory appeal procedures and, in the event of an adverse benefit determination on appeal, a description of any voluntary appeal procedures and the claimant's right to obtain copies of such procedures; and
- A statement that if the claimant appeals an adverse benefit determination in accordance with the Plan's procedures and the reviewing fiduciary's decision on appeal is adverse to the claimant, no further administrative review is required, and the claimant then has a right to bring a civil action under ERISA Section 502(a).

The notice shall also include a statement advising the claimant that, within 180 days of the date on which he or she receives such notice, he or she may appeal the adverse determination in accordance with the appeals procedures described below.

Appeal of Adverse Benefit Determination

Filing an Appeal. Within the 180-day period beginning on the date the claimant receives notice of the adverse benefit determination, the claimant may appeal the determination by filing with the Pension Board/ERISA Appeals Committee (the "ERISA Appeals Committee") a written request that contains the following information:

- The date on which the claimant's appeal request was received by the ERISA Appeals Committee, provided that the date on which the appeal request was in fact received by the ERISA Appeals Committee shall control in the event that the date of the actual filing is later than the date stated by the claimant;
- The specific portions of the denial of his or her claim that the claimant requests the ERISA Appeals Committee to review;
- A statement by the claimant setting forth the basis upon which he or she believes the ERISA Appeals Committee should reverse the previous denial of his or her claim for benefits and accept the claim as made; and
- Any written or other material (offered as exhibits) which the claimant desires the ERISA Appeals Committee to examine in its review of the adverse benefit determination.

Review on Appeal. If a claimant files a timely appeal, the Plan shall provide a full and fair review of the adverse benefit determination in accordance with the following:

- *Free Access to Information.* Upon request, the Plan shall provide the claimant reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim. No fee may be charged for such access and/or copies.

- *Identification of Experts.* The Plan shall either (1) identify to the claimant any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the benefit determination, or (2) notify the claimant that such identification is available upon request and free of charge.
- *Reviewing Fiduciary.* A claimant's appeal of an adverse benefit determination will be reviewed by a Plan fiduciary who is different from and not subordinate to the fiduciary who denied the claim.
- *Medical Consultation.* If the adverse benefit determination was based in whole or in part on a medical judgment, the reviewing fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and (1) was not consulted on the original claim and (2) is not subordinate to someone who was consulted on the original claim.
- *Standard of Review and Record on Appeal.* In reviewing the claimant's appeal, no deference shall be afforded to the initial adverse benefit determination, and the reviewing fiduciary shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

- *Timing.* The ERISA Appeals Committee holds a regularly scheduled meeting every quarter. A decision on review will be made no later than the date of the meeting of the Committee that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as accommodating the schedule of a participant who requests to participate in the hearing or as a result of the review at such scheduled meeting, further information is requested which the Committee determines is necessary to render a fair decision) require a further extension of time for processing, a decision will be rendered not later than the next meeting of the Committee following the Plan's receipt of the additional information requested. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant at the time it is determined that the extension is needed. The notice will:

- Describe the special circumstances requiring a delay; and
- Specify the date a decision is expected to be made.

If the ERISA Appeals Committee anticipates denying the claimant's appeal, whether in whole or in part, the Committee must provide the information described in i. and ii. below to the claimant. The information must be provided as soon as possible and sufficiently in advance of the date the Committee is required to render its decision to provide the claimant a reasonable opportunity to review the information and submit a response. The Committee shall provide the claimant free of charge with:

- i. Any new or additional evidence considered, relied upon, or generated in connection with the claim by the Plan, the insurer, the Committee, or any other person making the benefit determination (or at the direction of the Plan, the insurer, the Committee, or such other person); and
- ii. If the anticipated adverse determination is based on a new or additional rationale, the rationale for the determination.

Denial of Appeal. If the ERISA Appeals Committee decides for whatever reason to deny, whether in whole or in part, a claimant's appeal of an adverse benefit determination, the Committee's decision will be provided in a culturally and linguistically appropriate manner and will contain the following information:

- The specific reasons for the adverse determination;
- Specific reference to pertinent Plan provisions on which the determination is based;
- A discussion of the decision, including an explanation for disagreeing with or not following:
 - The views presented by the claimant of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the determination; and
 - Any disability determinations made by the Social Security Administration;

- One of the following:
 - A statement that the claim denial is based on an internal rule, guideline, protocol, or other similar criterion and either (1) a copy of the specific rule, guideline, protocol, or other criterion relied upon in denying the claim or (2) a further statement that a copy of the specific rule, guideline, protocol, or other criterion relied upon in denying the claim is available upon request, free of charge; or
 - A statement that the claim denial is *not* based on an internal rule, guideline, protocol, or other similar criterion;
- If the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion), either (a) an explanation of the scientific or clinical judgment, applying the terms of the Plan to the claimant's circumstances, or (b) a statement that such an explanation is available upon request, free of charge;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim;
- A statement describing any voluntary review procedures and the claimant's right to obtain copies of such procedures; and
- A statement of the claimant's right to bring an action under ERISA Section 502(a) and a description of any applicable contractual limitation period that applies to the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

Additional Levels of Appeal

If the Plan provides additional level(s) of appeal, the following shall apply:

- The Plan may not require a claimant to file more than two appeals of an adverse benefit determination prior to bringing a civil action under ERISA Section 502(a).
- If the Plan offers voluntary level(s) of appeal, the following shall apply:
 - The Plan waives any right to assert that a claimant failed to exhaust administrative remedies because the claimant did not submit a benefit dispute to any voluntary level of review provided by the Plan.
 - Any statute of limitations or other defense based on timeliness is tolled during the time that a voluntary appeal pursuant to the Plan's procedures is pending.
 - A claimant may only submit a benefit dispute to a voluntary level of review if the claimant has exhausted the appeals permitted above.
 - The Plan provides to the claimant, upon request, sufficient information concerning the voluntary level(s) of appeal to enable the claimant to make an informed decision about whether to submit a benefit dispute to the voluntary level of appeal, including:
 - A statement that the decisions of the claimant as to whether or not to submit a dispute to the voluntary level of appeal will have no effect on the claimant's right to other benefits under the Plan;
 - Information about the applicable rules;
 - The claimant's right to representation;
 - The process for selecting a decision maker; and

- Any circumstances that may affect the impartiality of the decision maker.
- No fees or costs may be imposed on the claimant as part of the voluntary level of appeal.

Where to File Claim Appeals to Benefits Review Committee and ERISA Appeals Committee

Claim appeals should be addressed to either the Benefits Review Committee or the ERISA Appeals Committee, as appropriate, and sent to the following address:

Goodyear Benefits Review Committee OR
ERISA Appeals Committee
c/o The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316

Bringing a Civil Action under ERISA

Before bringing a civil action under ERISA, a claimant must exhaust the remedies provided under the Plan's claims procedures. This means the claimant must have (1) submitted a timely claim for benefits under the Plan, (2) received notice of an adverse benefit determination, (3) filed a timely appeal, and (4) received an adverse benefit determination on appeal. Any civil action under ERISA must be filed no later than one year from the date of the claimant's receipt of an adverse benefit determination on appeal.

Any civil action by a claimant must be based only on the issues identified during the administrative review process. Judicial review will be limited to the Plan document and the record developed during the administrative review process.