

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

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934**  
**For the fiscal year ended December 31, 2012**  
**Commission File Number: 1-1927**

**THE GOODYEAR TIRE & RUBBER COMPANY**  
(Exact name of registrant as specified in its charter)

Ohio  
(State or other jurisdiction of  
incorporation or organization)

34-0253240  
(I.R.S. Employer  
Identification No.)

1144 East Market Street, Akron, Ohio  
(Address of principal executive offices)

44316-0001  
(Zip Code)

Registrant's telephone number, including area code: (330) 796-2121

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

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, Without Par Value	The NASDAQ Stock Market LLC
5.875% Mandatory Convertible Preferred Stock	The NASDAQ Stock Market LLC

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

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer  Accelerated filer  Non-accelerated filer   
(Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes  No

The aggregate market value of the common stock held by nonaffiliates of the registrant, computed by reference to the last sales price of such common stock as of the closing of trading on June 29, 2012, was approximately \$2.9 billion.

**Shares of Common Stock, Without Par Value, outstanding at January 31, 2013:**

245,401,088

**DOCUMENTS INCORPORATED BY REFERENCE:**

Portions of the Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 15, 2013 are incorporated by reference in Part III.

**THE GOODYEAR TIRE & RUBBER COMPANY**  
**Annual Report on Form 10-K**  
**For the Fiscal Year Ended December 31, 2012**

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## PART I.

### ITEM 1. BUSINESS.

#### BUSINESS OF GOODYEAR

The Goodyear Tire & Rubber Company (the “Company”) is an Ohio corporation organized in 1898. Its principal offices are located at 1144 East Market Street, Akron, Ohio 44316-0001. Its telephone number is (330) 796-2121. The terms “Goodyear,” “Company” and “we,” “us” or “our” wherever used herein refer to the Company together with all of its consolidated U.S. and foreign subsidiary companies, unless the context indicates to the contrary.

We are one of the world’s leading manufacturers of tires, engaging in operations in most regions of the world. In 2012, our net sales were \$21 billion, Goodyear’s net income was \$212 million, and Goodyear’s net income available to common shareholders was \$183 million. Together with our U.S. and international subsidiaries and joint ventures, we develop, manufacture, market and distribute tires for most applications. We also manufacture and market rubber-related chemicals for various applications. We are one of the world’s largest operators of commercial truck service and tire retreading centers. In addition, we operate approximately 1,300 tire and auto service center outlets where we offer our products for retail sale and provide automotive repair and other services. We manufacture our products in 52 manufacturing facilities in 22 countries, including the United States, and we have marketing operations in almost every country around the world. We employ approximately 69,000 full-time and temporary associates worldwide.

#### AVAILABLE INFORMATION

We make available free of charge on our website, <http://www.goodyear.com>, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports as soon as reasonably practicable after we file or furnish such reports to the Securities and Exchange Commission (the “SEC”). The information on our website is not incorporated by reference in or considered to be a part of this Annual Report on Form 10-K.

#### RECENT DEVELOPMENTS

*Venezuelan Currency Devaluation.* On February 8, 2013, the Venezuelan government announced the devaluation of its currency, the bolívar fuerte, effective February 13, 2013. The announcement indicated that the official exchange rate would be changed from 4.3 bolívares fuertes to each U.S. dollar to 6.3 bolívares fuertes to each U.S. dollar. The announcement provided limited details and we will not be able to fully assess the effect of the changes on our future results of operations until after the government publishes the decree in the Official Gazette, which is expected on February 13, 2013.

We expect to record a charge in the first quarter of 2013 in connection with the remeasurement of our balance sheet to reflect the devaluation. If calculated at the announced official exchange rate of 6.3, the charge is expected to be approximately \$100 million, net of tax. The devaluation did not affect our results of operations or financial position for the year ended December 31, 2012.

For further information, see “Item 1A. Risk Factors” and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Overview” in this Form 10-K.

#### DESCRIPTION OF GOODYEAR’S BUSINESS

##### GENERAL INFORMATION REGARDING OUR SEGMENTS

For the year ended December 31, 2012, we operated our business through four operating segments representing our regional tire businesses: North American Tire; Europe, Middle East and Africa Tire (“EMEA”); Latin American Tire; and Asia Pacific Tire.

Financial information related to our operating segments for the three year period ended December 31, 2012 appears in the Note to the Consolidated Financial Statements No. 7, Business Segments.

Our principal business is the development, manufacture, distribution and sale of tires and related products and services worldwide. We manufacture and market numerous lines of rubber tires for:

- automobiles
- trucks
- buses
- aircraft
- motorcycles
- farm implements
- earthmoving and mining equipment
- industrial equipment, and
- various other applications.

In each case, our tires are offered for sale to vehicle manufacturers for mounting as original equipment ("OE") and for replacement worldwide. We manufacture and sell tires under the Goodyear, Dunlop, Kelly, Debica, Sava and Fulda brands and various other Goodyear owned "house" brands, and the private-label brands of certain customers. In certain geographic areas we also:

- retread truck, aviation and off-the-road, or OTR, tires,
- manufacture and sell tread rubber and other tire retreading materials,
- provide automotive repair services and miscellaneous other products and services, and
- manufacture and sell flaps for truck tires and other types of tires.

Our principal products are new tires for most applications. Approximately 84% of our sales in 2012 were for new tires, compared to 83% and 84% in 2011 and 2010, respectively. Sales of chemical products and natural rubber to unaffiliated customers were 6% in 2012, 7% in 2011 and 6% in 2010 of our consolidated sales (13%, 17% and 14% of North American Tire's total sales in 2012, 2011 and 2010, respectively). The percentages of each segment's sales attributable to new tires during the periods indicated were:

<b>Sales of New Tires By</b>	<b>Year Ended December 31,</b>		
	<b>2012</b>	<b>2011</b>	<b>2010</b>
North American Tire	76%	72%	74%
Europe, Middle East and Africa Tire	94	95	93
Latin American Tire	92	89	93
Asia Pacific Tire	86	84	84

Each segment exports tires to other segments. The financial results of each segment exclude sales of tires exported to other segments, but include operating income derived from such transactions.

Goodyear does not include motorcycle, aviation or all terrain vehicle tires in reported tire unit sales.

Tire unit sales for each segment during the periods indicated were:

#### GOODYEAR'S ANNUAL TIRE UNIT SALES — SEGMENT

<i>(In millions of tires)</i>	<b>Year Ended December 31,</b>		
	<b>2012</b>	<b>2011</b>	<b>2010</b>
North American Tire	62.6	66.0	66.7
Europe, Middle East and Africa Tire	62.7	74.3	72.0
Latin American Tire	18.1	19.8	20.7
Asia Pacific Tire	20.6	20.5	21.4
Goodyear worldwide tire units	164.0	180.6	180.8

Our replacement and OE tire unit sales during the periods indicated were:

#### **GOODYEAR'S ANNUAL TIRE UNIT SALES — REPLACEMENT AND OE**

<i>(In millions of tires)</i>	Year Ended December 31,		
	2012	2011	2010
Replacement tire units	114.4	132.2	133.0
OE tire units	49.6	48.4	47.8
Goodyear worldwide tire units	164.0	180.6	180.8

New tires are sold under highly competitive conditions throughout the world. On a worldwide basis, we have two major competitors: Bridgestone (based in Japan) and Michelin (based in France). Other significant competitors include Continental, Cooper, Hankook, Kumho, Pirelli, Toyo, Yokohama and various regional tire manufacturers.

We compete with other tire manufacturers on the basis of product design, performance, price and terms, reputation, warranty terms, customer service and consumer convenience. Goodyear and Dunlop brand tires enjoy a high recognition factor and have a reputation for performance and product design. The Kelly, Debica, Sava and Fulda brands and various house brand tire lines offered by us, and tires manufactured and sold by us to private brand customers, compete primarily on the basis of value and price.

Although we do not consider our tire businesses to be seasonal to any significant degree, we historically sell more replacement tires in North American Tire and EMEA during the third quarter.

#### **GLOBAL ALLIANCE**

We have a global alliance with Sumitomo Rubber Industries, Ltd. (“SRI”). Under the global alliance, we own 75% and SRI owns 25% of two companies, Goodyear Dunlop Tires Europe B.V. (“GDTE”) and Goodyear Dunlop Tires North America, Ltd. (“GDTNA”). GDTE owns and operates substantially all of our tire businesses in Western Europe. GDTNA owns the Dunlop brand and operates certain related businesses in North America. In Japan, we own 25%, and SRI owns 75%, of two companies, one for the sale of Goodyear brand passenger and truck tires for replacement in Japan and the other for the sale of Goodyear brand and Dunlop brand tires to vehicle manufacturers in Japan. We also own 51%, and SRI owns 49%, of a company that coordinates and disseminates both commercialized tire technology and non-commercialized technology among Goodyear and SRI, the joint ventures and their respective affiliates, and we own 80%, and SRI owns 20%, of a global purchasing company. The global alliance also provided for the investment by Goodyear and SRI in the common stock of the other.

SRI has the right to require us to purchase its ownership interests in GDTE and GDTNA, which we refer to as “exit rights,” if there is a change in control of Goodyear, a bankruptcy of Goodyear or a breach, subject to notice and the opportunity to cure, of the global alliance agreements by Goodyear that has a material adverse effect on the rights of SRI or its affiliates under the global alliance agreements, taken as a whole. In addition, SRI has exit rights upon the occurrence of the following events:

- the adoption or material revision of a business plan for GDTE or GDTNA if SRI disagrees with the adoption or revision;
- certain acquisitions, investments or dispositions exceeding 10% but less than 20% of the fair market value of GDTE or GDTNA or the acquisition by GDTE or GDTNA of all or a material portion of another tire manufacturer or tire distributor;
- if SRI decides not to subscribe to its pro rata share of any permitted new issue of non-voting equity capital authorized pursuant to the provisions of the shareholders agreements relating to GDTE or GDTNA;
- if GDTE, GDTNA or Goodyear takes an action which, in the reasonable opinion of SRI, has, or is likely to have, a continuing material adverse effect on the tire business relating to the Dunlop brand; or
- if at any time SRI’s ownership of the shares of GDTE or GDTNA is less than 10% of the equity capital of that joint venture company.

SRI must give written notice to Goodyear of its intention to exercise its exit rights no later than three months from the date such exit rights became exercisable, except that notice of SRI’s intention to exercise its exit rights upon the occurrence of the event described in the last bullet point above may be given as long as SRI’s share ownership is less than 10%. If SRI were to exercise any of its exit rights, the global alliance agreements provide that the purchase price would be based on the fair value of SRI’s minority shareholder’s interest in GDTE and GDTNA. The purchase price would be determined through a negotiation process where, if no mutually agreed purchase price was determined, a binding arbitration process would determine the purchase price. Goodyear would retain the rights to the Dunlop brand in Europe and North America following any such purchase. As of the date of this filing, SRI has not provided us notice of any exit rights that have become exercisable.

## **NORTH AMERICAN TIRE**

North American Tire, our largest segment in terms of revenue, develops, manufactures, distributes and sells tires and related products and services in the United States and Canada, and sells tires to various export markets, primarily through intersegment sales. North American Tire manufactures tires in seven plants in the United States and two plants in Canada.

North American Tire manufactures and sells tires for automobiles, trucks, motorcycles, buses, earthmoving and mining equipment, commercial and military aviation and industrial equipment, and for various other applications.

Goodyear brand radial passenger tire lines sold in the United States and Canada include the Assurance family of product lines — Assurance TripleTred All-Season, Assurance ComforTred Touring and Assurance Fuel Max — for the premium passenger and cross-over utility vehicle segments. The Eagle family of product lines, available for the high-performance segment, includes the Eagle F1 tire lines and the new Eagle Sport All-Season tire line. The Wrangler family of product lines — including Wrangler DuraTrac, Wrangler SR-A, Wrangler MT/R with Kevlar and the new Wrangler All-Terrain Adventure — targets the sport utility vehicle and light truck segments. The Goodyear brand also offers the Ultra Grip family of winter tires, including Ultra Grip Ice WRT and Ultra Grip Winter. Additionally, we offer Dunlop brand radial tire lines, including Signature II and SP Sport for the passenger and performance segments, Rover and Grandtrek tire lines for the cross-over, sport utility vehicle and light truck segment, and SP Winter, Graspic and Grandtrek tire lines for the winter tire segment. North American Tire also manufactures and sells several lines of Kelly brand radial tires for passenger cars and light trucks in the United States and Canada.

North American Tire manufactures and sells all-steel, radial medium truck tires under the Goodyear, Dunlop and Kelly brands for use on commercial trucks and trailers.

North American Tire also:

- retreads truck, aviation and OTR tires, primarily as a service to its commercial customers,
- manufactures tread rubber and other tire retreading materials for trucks, heavy equipment and aviation,
- provides automotive maintenance and repair services at approximately 670 retail outlets primarily under the Goodyear or Just Tires names,
- provides trucking fleets with new tires, retreads, mechanical service, preventative maintenance and roadside assistance from approximately 175 Wingfoot Commercial Centers,
- sells automotive repair and maintenance items, automotive equipment and accessories and other items to dealers and consumers,
- sells chemical and natural rubber products to Goodyear's other business segments and to unaffiliated customers, and
- provides miscellaneous other products and services.

## **Markets and Other Information**

Tire unit sales to replacement customers and OE customers served by North American Tire during the periods indicated were:

### **NORTH AMERICAN TIRE UNIT SALES — REPLACEMENT AND OE**

<i>(In millions of tires)</i>	<b>Year Ended December 31,</b>		
	<b>2012</b>	<b>2011</b>	<b>2010</b>
Replacement tire units	44.5	50.0	50.8
OE tire units	18.1	16.0	15.9
Total tire units	62.6	66.0	66.7

North American Tire is a major supplier of tires to most manufacturers of automobiles, motorcycles, trucks and aircraft that have production facilities located in North America.

North American Tire's primary competitors are Bridgestone and Michelin. Other significant competitors include Continental, Cooper and several Asian manufacturers.

Goodyear, Dunlop and Kelly brand tires are sold in the United States and Canada through several channels of distribution. The principal channel for Goodyear brand tires is a large network of independent dealers. Goodyear, Dunlop and Kelly brand tires are also sold to numerous national and regional retail marketing firms in the United States. Several lines of private label brand tires are sold to independent dealers, national and regional wholesale marketing organizations and various other retail marketers.

We are subject to regulation by the National Highway Traffic Safety Administration (“NHTSA”), which has established various standards and regulations applicable to tires sold in the United States. NHTSA has the authority to order the recall of automotive products, including tires, having a defect related to motor vehicle safety. In addition, the Transportation Recall Enhancement, Accountability, and Documentation Act (the “TREAD Act”) imposes numerous reporting requirements with respect to tires. The TREAD Act also requires tire manufacturers, among other things, to remedy tire safety defects without charge for five years and comply with revised and more rigorous tire testing standards. NHTSA is also in the process of establishing national tire labeling regulations, under which certain tires sold in the United States will be required to be rated for rolling resistance, traction and tread wear.

### **EUROPE, MIDDLE EAST AND AFRICA TIRE**

Europe, Middle East and Africa Tire, our second largest segment in terms of revenue, develops, manufactures, distributes and sells tires for automobiles, trucks, buses, aircraft, motorcycles, farm, earthmoving and mining equipment, and industrial equipment throughout Europe, the Middle East and Africa, and sells tires to various export markets, primarily through intersegment sales. EMEA manufactures tires in 16 plants in England, France, Germany, Luxembourg, Poland, Slovenia, South Africa and Turkey. EMEA:

- manufactures and sells passenger car, truck, bus, motorcycle, farm and OTR tires under the Goodyear, Dunlop, Debica, Sava and Fulda brands and other house brands,
- sells aviation tires, and manufactures and sells retreaded aviation tires,
- provides various retreading and related services for truck and OTR tires, primarily for its commercial truck tire customers,
- offers automotive repair services at retail outlets, and
- provides miscellaneous other products and services.

### **Markets and Other Information**

Tire unit sales to replacement customers and OE customers served by EMEA during the periods indicated were:

#### **EUROPE, MIDDLE EAST AND AFRICA TIRE UNIT SALES — REPLACEMENT AND OE**

<i>(In millions of tires)</i>	<b>Year Ended December 31,</b>		
	<b>2012</b>	<b>2011</b>	<b>2010</b>
Replacement tire units	46.4	56.8	55.6
OE tire units	16.3	17.5	16.4
Total tire units	62.7	74.3	72.0

EMEA is a significant supplier of tires to most vehicle manufacturers across the region.

EMEA’s main competitors are Michelin, Bridgestone, Continental, Pirelli, several regional and local tire producers and imports from other regions, primarily Asia.

Goodyear and Dunlop brand tires are sold for replacement in EMEA through various channels of distribution, principally independent multi-brand tire dealers. In some areas, Goodyear brand tires, as well as Dunlop, Debica, Sava and Fulda brand tires, are distributed through independent dealers, regional distributors and retail outlets, of which approximately 150 are owned by Goodyear.

Our European operations are subject to regulation by the European Union. In 2009, two important regulations, the Tire Safety Regulation and the Tire Labeling Regulation, applicable to tires sold in the European Union were adopted. The Tire Safety Regulation sets performance standards that tires for cars and light and commercial trucks need to meet for rolling resistance, wet grip braking (passenger car only) and noise in order to be sold in the European Union, and became effective beginning in 2012, with continuing phases that will become effective through 2020. The Tire Labeling Regulation applies to all passenger car, light truck and commercial truck tires produced after July 1, 2012 and requires, after November 1, 2012, that consumers be informed about the tire's fuel efficiency, wet grip and noise characteristics.

## LATIN AMERICAN TIRE

Our Latin American Tire segment manufactures and sells automobile and truck tires throughout Central and South America and in Mexico, and sells tires to various export markets, primarily through intersegment sales. Latin American Tire manufactures tires in five plants in Brazil, Chile, Colombia, Peru and Venezuela.

Latin American Tire manufactures and sells several lines of passenger and light and medium truck tires. Latin American Tire also:

- manufactures and sells pre-cured treads for truck tires,
- retreads, and provides various materials and related services for retreading, truck and aviation tires,
- manufactures and sells new aviation tires,
- manufactures other products, including OTR tires, and
- provides miscellaneous other products and services.

### Markets and Other Information

Tire unit sales to replacement customers and OE customers served by Latin American Tire during the periods indicated were:

#### LATIN AMERICAN TIRE UNIT SALES — REPLACEMENT AND OE

<i>(In millions of tires)</i>	Year Ended December 31,		
	2012	2011	2010
Replacement tire units	11.8	13.0	13.9
OE tire units	6.3	6.8	6.8
Total tire units	18.1	19.8	20.7

Latin American Tire is a significant supplier of tires to most manufacturers of automobiles, trucks and construction equipment located in the region. Goodyear brand tires are sold for replacement primarily through independent dealers. Significant competitors include Pirelli, Bridgestone, Michelin and Continental, and imports from other regions, primarily Asia.

In 2012, Brazil adopted a tire labeling regulation, which takes effect in 2015 and sets requirements for tire certification and labeling for rolling resistance, wet grip braking and noise for all passenger car, light truck and commercial truck tires sold in that country. Final rules are being developed and are expected by the end of 2013.

## ASIA PACIFIC TIRE

Our Asia Pacific Tire segment manufactures and sells tires for automobiles, light and medium trucks, aircraft, and farm, earthmoving and mining equipment throughout the Asia Pacific region, and sells tires to various export markets, primarily through intersegment sales. Asia Pacific Tire manufactures tires in seven plants in China, India, Indonesia, Japan, Malaysia and Thailand. We ceased manufacturing tires at our Dalian, China facility in the third quarter of 2012. Asia Pacific Tire also:

- retreads truck tires and aviation tires,
- manufactures tread rubber and other tire retreading materials for aviation tires,
- provides automotive maintenance and repair services at retail outlets, and
- provides miscellaneous other products and services.

### Markets and Other Information

Tire unit sales to replacement customers and OE customers served by Asia Pacific Tire during the periods indicated were:

#### ASIA PACIFIC TIRE UNIT SALES — REPLACEMENT AND OE

<i>(In millions of tires)</i>	Year Ended December 31,		
	2012	2011	2010
Replacement tire units	11.7	12.4	12.7
OE tire units	8.9	8.1	8.7
Total tire units	20.6	20.5	21.4

Asia Pacific Tire's major competitors are Bridgestone and Michelin along with many other global brands present in different areas, including Continental, Dunlop, Yokohama, Pirelli, and a large number of regional and local tire producers.

Asia Pacific Tire sells primarily Goodyear brand tires throughout the region and also sells the Dunlop brand in Australia and New Zealand. Other brands of tires, such as Kelly, Fulda and Sava, are sold in smaller quantities. Tires are sold through a network of licensed and franchised retail stores and multi-brand retailers through a network of wholesale dealers. In Australia and New Zealand, we also operate a network of approximately 320 retail stores under the Beaurepaires brand.

## **GENERAL BUSINESS INFORMATION**

### **Sources and Availability of Raw Materials**

The principal raw materials used by Goodyear are natural and synthetic rubber. Natural rubber typically accounts for approximately half of all rubber consumed by us on an annual basis. We purchase all of our requirements for natural rubber in the world market. Our plants located in Beaumont and Houston, Texas supply the major portion of our global synthetic rubber requirements.

Other important raw materials and components we use are carbon black, steel cord, fabrics and petrochemical-based commodities. Substantially all of these raw materials and components are purchased from independent suppliers, except for certain chemicals we manufacture. We purchase most raw materials and components in significant quantities from several suppliers, except in those instances where only one or a few qualified sources are available. We anticipate the continued availability of all raw materials and components we will require during 2013, subject to spot shortages and unexpected disruptions caused by natural disasters such as hurricanes and other similar events.

Substantial quantities of fuel and other petrochemical-based commodities are used in the production of tires, synthetic rubber and other products. Supplies of such fuels and commodities have been and are expected to continue to be available to us in quantities sufficient to satisfy our anticipated requirements, subject to spot shortages.

In 2012, raw material costs increased by approximately 7% in our tire businesses compared to 2011, primarily driven by an increase in the cost of synthetic rubber and carbon black. For the full year of 2013, we expect our raw material costs will be lower than 2012. However, natural and synthetic rubber prices and other commodity prices have experienced significant volatility, and this estimate could change significantly based on fluctuations in the cost of these and other key raw materials.

### **Patents and Trademarks**

We own approximately 2,200 product, process and equipment patents issued by the United States Patent Office and approximately 3,600 patents issued or granted in other countries around the world. We have approximately 500 applications for United States patents pending and approximately 2,300 patent applications on file in other countries around the world. While such patents and patent applications as a group are important, we do not consider any patent or patent application to be of such importance that the loss or expiration thereof would materially affect Goodyear or any business segment.

We own, control or use approximately 1,600 different trademarks, including several using the word "Goodyear" or the word "Dunlop." Approximately 12,300 registrations and 600 pending applications worldwide protect these trademarks. While such trademarks as a group are important, the only trademarks we consider material to our business, or to the business of any of our segments, are those using the word "Goodyear," and with respect to certain of our international business segments, those using the word "Dunlop." We believe our trademarks are valid and most are of unlimited duration as long as they are adequately protected and appropriately used.

### **Backlog**

Our backlog of orders is not considered material to, or a significant factor in, evaluating and understanding any of our business segments or our businesses considered as a whole.

## **Research and Development**

Our direct and indirect expenditures on research, development and certain engineering activities relating to the design, development and significant modification of new and existing products and services and the formulation and design of new, and significant improvements to existing, manufacturing processes and equipment during the periods indicated were:

<i>(In millions)</i>	Year Ended December 31,		
	2012	2011	2010
Research and development expenditures	\$370	\$369	\$342

## **Employees**

At December 31, 2012, we employed approximately 69,000 full-time and temporary people throughout the world, including approximately 36,000 people covered under collective bargaining agreements. Approximately 8,000 of our employees in the United States are covered by a master collective bargaining agreement with the United Steelworkers (“USW”), which expires in July 2013. Approximately 23,000 of our employees outside of the United States are covered by union contracts which currently have expired or that will expire in 2013, primarily in Germany, France, Poland, Brazil, China and Venezuela. In addition, approximately 1,000 of our employees in the United States are covered by other contracts with the USW and various other unions. Unions represent the major portion of our employees in Europe, Latin America and Asia.

## **Compliance with Environmental Regulations**

We are subject to extensive regulation under environmental and occupational health and safety laws and regulations. These laws and regulations relate to, among other things, air emissions, discharges to surface and underground waters and the generation, handling, storage, transportation and disposal of waste materials and hazardous substances. We have several continuing programs designed to ensure compliance with Federal, state and local environmental and occupational safety and health laws and regulations. We expect capital expenditures for pollution control facilities and occupational safety and health projects to be approximately \$42 million during 2013 and approximately \$53 million during 2014.

We expended approximately \$48 million during 2012, and expect to expend approximately \$51 million and \$52 million during 2013 and 2014, respectively, to maintain and operate our pollution control facilities and conduct our other environmental activities, including the control and disposal of hazardous substances. These expenditures are expected to be sufficient to comply with existing environmental laws and regulations and are not expected to have a material adverse effect on our competitive position.

In the future, we may incur increased costs and additional charges associated with environmental compliance and cleanup projects necessitated by the identification of new waste sites, the impact of new environmental laws and regulatory standards, or the availability of new technologies. Compliance with Federal, state and local environmental laws and regulations in the future may require a material increase in our capital expenditures and could adversely affect our earnings and competitive position.

## **INFORMATION ABOUT INTERNATIONAL OPERATIONS**

We engage in manufacturing and/or sales operations in most countries in the world, often through subsidiary companies. We have manufacturing operations in 22 countries, including the United States. Most of our international manufacturing operations are engaged in the production of tires. Certain other products are also manufactured in plants located outside the United States. Financial information related to our geographic areas for the three year period ended December 31, 2012 appears in the Note to the Consolidated Financial Statements No. 7, Business Segments, and is incorporated herein by reference.

In addition to the ordinary risks of the marketplace, in some countries our operations are affected by price controls, import controls, labor regulations, tariffs, extreme inflation and/or fluctuations in currency values. Furthermore, in certain countries where we operate, transfers of funds into or out of such countries are generally or periodically subject to certain requirements. See “Item 1A. Risk Factors” for a discussion of the risks related to our international operations.

## **EXECUTIVE OFFICERS OF THE REGISTRANT**

Set forth below are: (1) the names and ages of all executive officers of the Company at February 12, 2013, (2) all positions with the Company presently held by each such person and (3) the positions held by, and principal areas of responsibility of, each such person during the last five years.

Name	Position(s) Held	Age
<b>Richard J. Kramer</b>	<b>Chairman of the Board, Chief Executive Officer and President</b>	<b>49</b>
<b>Darren R. Wells</b>	<b>Executive Vice President and Chief Financial Officer</b>	<b>47</b>
Mr. Kramer was elected Chief Executive Officer and President effective April 13, 2010 and Chairman effective October 1, 2010. He is the principal executive officer of the Company. Mr. Kramer joined Goodyear in March 2000 and has served as Executive Vice President and Chief Financial Officer (June 2004 to August 2007), President, North American Tire (March 2007 to February 2010) and Chief Operating Officer (June 2009 to April 2010).		
<b>Stephen R. McClellan</b>	<b>President, North American Tire</b>	<b>47</b>
Mr. McClellan was named President, North American Tire on August 18, 2011. He is the executive officer responsible for Goodyear's operations in North America. Mr. McClellan joined Goodyear in 1988 and has served as Vice President, Goodyear Commercial Tire Systems (September 2003 to August 2008) and President, Consumer Tires, North American Tire (August 2008 to August 2011).		
<b>Arthur de Bok</b>	<b>President, Europe, Middle East and Africa Tire</b>	<b>50</b>
Mr. de Bok was named President, Europe, Middle East and Africa Tire effective February 1, 2008. He is the executive officer responsible for Goodyear's operations in Europe, the Middle East and Africa. Mr. de Bok joined Goodyear in January 2002 and has served as President, European Union Tire (September 2005 to January 2008).		
<b>Jaime Cohen Szulc</b>	<b>President, Latin American Tire</b>	<b>50</b>
Mr. Szulc joined Goodyear as President, Latin American Tire in September 2010. He is the executive officer responsible for Goodyear's operations in Mexico, Central America and South America. Prior to joining Goodyear, Mr. Szulc was Senior Vice President and Chief Marketing Officer of Levi Strauss & Co., a global apparel company, from August 2009 until August 2010. He was also previously employed by Eastman Kodak Company, a global manufacturer of imaging technology products, from 1998 until March 2009, including most recently as Managing Director, Global Customer Operations and Chief Operating Officer for the Consumer Digital Group and Corporate Vice President.		
<b>Daniel L. Smytka</b>	<b>President, Asia Pacific Tire</b>	<b>50</b>
Mr. Smytka was named President, Asia Pacific Tire on November 14, 2011. He is the executive officer responsible for Goodyear's operations in Asia, Australia and the Western Pacific. Mr. Smytka joined Goodyear in October 2008 and has served as Vice President, Consumer Tires, Asia Pacific Region (October 2008 to October 2010) and Vice President and Program Manager, Asia Pacific Region (October 2010 to November 2011). Prior to joining Goodyear, he was President, North American Building Systems & Services of Carrier Corp., a global provider of heating, ventilation, air conditioning and refrigeration solutions, from April 2007 to October 2008.		
<b>David L. Bialosky</b>	<b>Senior Vice President, General Counsel and Secretary</b>	<b>55</b>
Mr. Bialosky joined Goodyear as Senior Vice President, General Counsel and Secretary in September 2009. He is Goodyear's chief legal officer. Prior to joining Goodyear, Mr. Bialosky served in legal positions of increasing responsibility at TRW Inc., TRW Automotive Inc. and TRW Automotive Holdings Corp. for 20 years, including most recently as Executive Vice President, General Counsel and Secretary of TRW Automotive Holdings Corp., a global supplier of automotive parts, from April 2004 until September 2009.		

Name	Position(s) Held	Age
<b>Paul Fitzhenry</b>	<b>Senior Vice President, Global Communications</b>	<b>53</b>
Mr. Fitzhenry joined Goodyear as Senior Vice President, Global Communications on October 8, 2012. He is the executive officer responsible for Goodyear's communications activities worldwide, including the operations of Goodyear's blimps. Prior to joining Goodyear, he was Vice President of Corporate Communications of Tyco International, a diversified global industrial company, from 2007 until September 2012.		
<b>Jean-Claude Kihn</b>	<b>Senior Vice President and Managing Director, Goodyear Brazil</b>	<b>53</b>
Mr. Kihn was named Senior Vice President and Managing Director, Goodyear Brazil on December 3, 2012. He is the executive officer responsible for Goodyear's operations in Brazil. Mr. Kihn joined Goodyear in 1988 and has served as General Director of Goodyear's Technical Center in Akron, Ohio (July 2005 to January 2008) and Senior Vice President and Chief Technical Officer (January 2008 to December 2012).		
<b>Joseph B. Ruocco</b>	<b>Senior Vice President, Global Human Resources</b>	<b>53</b>
Mr. Ruocco joined Goodyear as Senior Vice President, Human Resources in August 2008. He is the executive officer responsible for Goodyear's human resources activities worldwide. Prior to joining Goodyear, Mr. Ruocco served in human resources positions of increasing responsibility at General Electric Company for 23 years, including as Vice President, Human Resources, GE Industrial from December 2006 to July 2008.		
<b>Gregory L. Smith</b>	<b>Senior Vice President, Global Operations</b>	<b>49</b>
Mr. Smith joined Goodyear as Senior Vice President, Global Operations on October 24, 2011. He is the executive officer responsible for Goodyear's global manufacturing and related supply chain activities. Prior to joining Goodyear, Mr. Smith served in operations, manufacturing and supply chain positions of increasing responsibility at ConAgra Foods, a packaged foods company, since 2001, including most recently as Executive Vice President, Supply Chain and Operations from December 2007 to September 2011.		
<b>Richard J. Noechel</b>	<b>Vice President and Controller</b>	<b>44</b>
Mr. Noechel became Vice President and Controller effective March 1, 2011. He is Goodyear's principal accounting officer. Mr. Noechel joined Goodyear in October 2004 and has served as Chief Financial Officer of Goodyear's South Pacific Tyre subsidiary in Australia (April 2006 to February 2008), Vice President and Controller (March 2008 to December 2008) and Vice President, Finance, North American Tire (December 2008 to March 2011).		

No family relationship exists between any of the above executive officers or between the executive officers and any director of the Company.

Each executive officer is elected by the Board of Directors of the Company at its annual meeting to a term of one year or until his or her successor is duly elected. In those instances where the person is elected at other than an annual meeting, such person's term will expire at the next annual meeting.

## **ITEM 1A. RISK FACTORS.**

*You should carefully consider the risks described below and other information contained in this Annual Report on Form 10-K when considering an investment decision with respect to our securities. Additional risks and uncertainties not presently known to us, or that we currently deem immaterial, may also impair our business operations. Any of the events discussed in the risk factors below may occur. If they do, our business, results of operations, financial condition or liquidity could be materially adversely affected. In such an instance, the trading price of our securities could decline, and you might lose all or part of your investment.*

***If we do not successfully implement our strategic initiatives, our operating results, financial condition and liquidity may be materially adversely affected.***

Our business continues to be impacted by trends that have negatively affected the tire industry in general, as the economic recovery in developed markets was impacted by uncertainty surrounding debt and other fiscal policy issues in Europe and the United States and continued high levels of unemployment. These negative trends include volatile raw material costs, rising energy costs, wage inflation in emerging markets, and continued pressure from our unfunded pension obligations. In addition, global tire industry demand continues to be difficult to predict. If these overall trends continue or worsen, then our operational and financial condition could be adversely affected. Unlike most other tire manufacturers, we also face the continuing burden of significant legacy pension costs.

In order to offset the impact of these trends, we have announced important strategic initiatives, such as increasing our low-cost manufacturing capacity, reducing our high-cost manufacturing capacity, such as the announced closure of one of our facilities in Amiens, France, increasing sales in emerging markets, improving the profitability of our EMEA segment, and funding our U.S. pension plans once frozen. We are also undertaking significant capital investments in new, expanded and modernized manufacturing facilities around the world. The failure to implement successfully our important strategic initiatives may materially adversely affect our operating results, financial condition and liquidity.

The announced closure of one of our facilities in Amiens, France remains subject to consultation with the European Central Works Council, our employee representatives and other relevant bodies in the EMEA region. As the required consultation process has just begun, we are not able to currently estimate the timing of plan completion nor can we assure you of the ultimate outcome of the consultation process.

Implementation of our pension funding strategy depends on, among other things, our ability to access the debt capital markets. There can be no assurance that we will be able to access those markets on terms that are acceptable to us or at all. See the risk factor below concerning our ability to access the capital markets, “Our long term ability to meet our obligations, to repay maturing indebtedness or to implement strategic initiatives may be dependent on our ability to access capital markets in the future and to improve our operating results.”

Our performance is also dependent on our ability to continue to improve the proportion, or mix, of higher margin tires we sell. In order to continue this improvement, we must be successful in marketing and selling products that offer higher margins such as the Assurance, Fuel Max, Eagle, Ultra Grip and Fortera lines of tires and in developing additional higher margin tires that achieve broad market acceptance. Shifts in consumer demand away from higher margin tires could materially adversely affect our business.

We cannot assure you that our strategic initiatives will be successful. If not, we may not be able to achieve or sustain future profitability, which would impair our ability to meet our debt and other obligations and would otherwise negatively affect our operating results, financial condition and liquidity.

***Our pension plans are significantly underfunded and, in the future, the underfunding levels of our pension plans and our pension expense could materially increase.***

Although we have frozen a number of our pension plans globally, including our U.S. salaried pension plans, and closed participation in our primary U.S. hourly pension plan, many of our employees participate in, and many of our former employees are entitled to benefits under, defined benefit pension plans. Over time, we have experienced periods of declines in interest rates and pension asset values. As a result, our pension plans are significantly underfunded. Further declines in interest rates or the market values of the securities held by the plans, or certain other changes, could materially increase the underfunded status of our plans in 2013 and beyond and affect the level and timing of required contributions in 2014 and beyond. For further information regarding the investment funds and strategies of our pension plans, see “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations — Overview — Pension and Benefit Plans” and the Note to the Consolidated Financial Statements No. 16, Pension, Other Postretirement Benefits and Savings Plans. The unfunded amount of the projected benefit obligation for our U.S. and non-U.S. pension plans was \$2,656 million and \$866 million, respectively, at December 31, 2012, and we currently estimate that we will be required to make contributions to our funded U.S. pension plans of approximately \$175 million to \$200 million in 2013, and \$375 million to \$425 million in 2014. The current underfunded status of our pension plans will, and a further

material increase in the underfunded status of the plans would, significantly increase our required contributions and pension expense, which could impair our ability to achieve or sustain future profitability and adversely affect our financial condition.

***We face significant global competition and our market share could decline.***

New tires are sold under highly competitive conditions throughout the world. We compete with other tire manufacturers on the basis of product design, performance, price and terms, reputation, warranty terms, customer service and consumer convenience. On a worldwide basis, we have two major competitors, Bridgestone (based in Japan) and Michelin (based in France), that have large shares of the markets of the countries in which they are based and are aggressively seeking to maintain or improve their worldwide market share. Other significant competitors include Continental, Cooper, Hankook, Kumho, Pirelli, Toyo, Yokohama and various regional tire manufacturers. Our competitors produce significant numbers of tires in low-cost countries, and have announced plans to further increase their production capacity in low-cost countries.

Our ability to compete successfully will depend, in significant part, on our ability to continue to innovate and manufacture the types of tires demanded by consumers, and to reduce costs by such means as reducing excess and high-cost capacity, leveraging global purchasing, improving productivity, eliminating redundancies and increasing production at low-cost supply sources. If we are unable to compete successfully, our market share may decline, materially adversely affecting our results of operations and financial condition.

***Higher raw material and energy costs may materially adversely affect our operating results and financial condition.***

Raw material costs increased significantly over the past few years, and may continue to do so, driven by increases in prices of natural and synthetic rubber, carbon black and petrochemical-based commodities. Market conditions or contractual obligations may prevent us from passing these increased costs on to our customers through timely price increases. Additionally, higher raw material costs around the world may offset our efforts to reduce our cost structure. As a result, higher raw material and energy costs could result in declining margins and operating results and adversely affect our financial condition. The volatility of raw material costs may cause our margins, operating results and liquidity to fluctuate.

***If we fail to extend or renegotiate our primary collective bargaining contracts with our labor unions as they expire from time to time, or if our unionized employees were to engage in a strike or other work stoppage or interruption, our business, results of operations, financial position and liquidity could be materially adversely affected.***

We are a party to collective bargaining contracts with our labor unions, which represent a significant number of our employees. Our master collective bargaining agreement with the USW covers approximately 8,000 employees in the United States at December 31, 2012, and expires July 27, 2013. In addition, approximately 23,000 of our employees outside of the United States are covered by union contracts that have expired or are expiring in 2013, primarily in Germany, France, Poland, Brazil, China and Venezuela. Although we believe that our relations with our employees are satisfactory, no assurance can be given that we will be able to successfully extend or renegotiate our collective bargaining agreements as they expire from time to time. If we fail to extend or renegotiate our collective bargaining agreements, if disputes with our unions arise, or if our unionized workers engage in a strike or other work stoppage or interruption, we could experience a significant disruption of, or inefficiencies in, our operations or incur higher labor costs, which could have a material adverse effect on our business, results of operations, financial position and liquidity.

***Our long term ability to meet our obligations, to repay maturing indebtedness or to implement strategic initiatives may be dependent on our ability to access capital markets in the future and to improve our operating results.***

The adequacy of our liquidity depends on our ability to achieve an appropriate combination of operating improvements, financing from third parties and access to capital markets. We may need to undertake additional financing actions in the capital markets in order to ensure that our future liquidity requirements are addressed or to implement strategic initiatives. These actions may include the issuance of additional debt or equity.

Our access to the capital markets cannot be assured and is dependent on, among other things, the ability and willingness of financial institutions to extend credit on terms that are acceptable to us, or to honor future draws on our existing lines of credit, and the degree of success we have in implementing our strategic initiatives and improving the results of our EMEA segment and sustaining our results in our North American Tire segment. Concerns regarding the effect of the European sovereign debt crisis on financial institutions in Europe and elsewhere could have an adverse impact on the European and global capital markets and on our ability to access those markets to finance our European business or our business globally. Future liquidity requirements, or our inability to access cash deposits or make draws on our lines of credit, also may make it necessary for us to incur additional debt. A substantial portion of our assets is subject to liens securing our indebtedness. As a result, we are limited in our ability to pledge our remaining assets as security for additional secured indebtedness.

Our inability to access the capital markets or incur additional debt in the future could have a material adverse effect on our liquidity and operations, and could require us to consider further measures, including deferring planned capital expenditures or our pension funding strategy, reducing discretionary spending, selling additional assets and restructuring existing debt.

***Financial difficulties, work stoppages, supply disruptions or economic conditions affecting our major OE customers, dealers or suppliers could harm our business.***

The economic recovery in developed markets has been negatively impacted by uncertainty surrounding debt and other fiscal policy issues in Europe and the United States and continued high levels of unemployment. As a result of these economic conditions, our tire unit shipments in 2012 were down 9.2% compared to 2011, and automotive vehicle production and global tire industry demand continues to be difficult to predict.

Although sales to our OE customers account for less than 25% of our net sales, demand for our products by OE customers and production levels at our facilities are impacted by automotive vehicle production. We may experience future declines in sales volume due to declines in new vehicle sales, the discontinuation or sale of certain OE brands, platforms or programs, or weakness in the demand for replacement tires, which could result in us incurring under-absorbed fixed costs at our production facilities or slowing the rate at which we are able to recover those costs.

Automotive production can also be affected by labor relation issues, financial difficulties or supply disruptions. Our OE customers could experience production disruptions resulting from their own or supplier labor, financial or supply difficulties. Such events may cause an OE customer to reduce or suspend vehicle production. As a result, an OE customer could halt or significantly reduce purchases of our products, which would harm our results of operations, financial condition and liquidity.

In addition, the bankruptcy, restructuring or consolidation of one or more of our major OE customers, dealers or suppliers could result in the write-off of accounts receivable, a reduction in purchases of our products or a supply disruption to our facilities, which could negatively affect our results of operations, financial condition and liquidity.

***Our capital expenditures may not be adequate to maintain our competitive position and may not be implemented in a timely or cost-effective manner.***

Our capital expenditures are limited by our liquidity and capital resources and the amount we have available for capital spending is limited by the need to pay our other expenses and to maintain adequate cash reserves and borrowing capacity to meet unexpected demands that may arise. We believe that our ratio of capital expenditures to sales is lower than the comparable ratio for our principal competitors.

Productivity improvements through process re-engineering, design efficiency and manufacturing cost improvements may be required to offset potential increases in labor and raw material costs and competitive price pressures. In addition, as part of our strategy to increase the percentage of tires that are produced at our lower-cost production facilities and to increase our capacity to produce higher margin tires, we may need to modernize or expand our facilities. For example, we made a significant investment in a new manufacturing facility in Pulandian, China, which began tire production in 2011. We are also currently undertaking significant expansion and modernization projects at our manufacturing facilities in Santiago, Chile; Tatsuno, Japan; Americana, Brazil; Lawton, Oklahoma; and throughout EMEA in connection with new European tire labeling requirements.

We may not have sufficient resources to implement planned capital expenditures with minimal disruption to our existing manufacturing operations, or within desired time frames and budgets. Any disruption to our operations, delay in implementing capital improvements or unexpected costs may materially adversely affect our business and results of operations.

If we are unable to make sufficient capital expenditures, or to maximize the efficiency of the capital expenditures we do make, we may be unable to achieve productivity improvements, which may harm our competitive position. In addition, plant modernizations may temporarily disrupt our manufacturing operations and lead to temporary increases in our costs.

***We have a substantial amount of debt, which could restrict our growth, place us at a competitive disadvantage or otherwise materially adversely affect our financial health.***

We have a substantial amount of debt. As of December 31, 2012, our debt (including capital leases) on a consolidated basis was approximately \$5.1 billion. Our substantial amount of debt and other obligations could have important consequences. For example, it could:

- make it more difficult for us to satisfy our obligations;
- impair our ability to obtain financing in the future for working capital, capital expenditures, pension funding, research and development, acquisitions or general corporate requirements;
- increase our vulnerability to general adverse economic and industry conditions;
- limit our ability to use operating cash flow in other areas of our business because we would need to dedicate a substantial portion of these funds for payments on our indebtedness;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate; and
- place us at a competitive disadvantage compared to our competitors.

The agreements governing our debt, including our credit agreements, limit, but do not prohibit, us from incurring additional debt and we may incur a significant amount of additional debt in the future, including additional secured debt. If new debt is added to our current debt levels, our ability to satisfy our debt obligations may become more limited.

Our ability to make scheduled payments on, or to refinance, our debt and other obligations will depend on our financial and operating performance, which, in turn, is subject to our ability to implement our strategic initiatives, prevailing economic conditions and certain financial, business and other factors beyond our control. If our cash flow and capital resources are insufficient to fund our debt service and other obligations, including required pension contributions, we may be forced to reduce or delay expansion plans and capital expenditures or our pension funding strategy, sell material assets or operations, obtain additional capital or restructure our debt. We cannot assure you that our operating performance, cash flow and capital resources will be sufficient to pay our debt obligations when they become due. We cannot assure you that we would be able to dispose of material assets or operations or restructure our debt or other obligations if necessary or, even if we were able to take such actions, that we could do so on terms that are acceptable to us.

***Any failure to be in compliance with any material provision or covenant of our debt instruments, or a material reduction in the borrowing base under our revolving credit facility, could have a material adverse effect on our liquidity and operations.***

The indentures and other agreements governing our secured credit facilities, senior unsecured notes and our other outstanding indebtedness impose significant operating and financial restrictions on us. These restrictions may affect our ability to operate our business and may limit our ability to take advantage of potential business opportunities as they arise. These restrictions limit our ability to, among other things:

- incur additional debt or issue redeemable preferred stock;
- pay dividends or make certain other restricted payments or investments;
- incur liens;
- sell assets;
- incur restrictions on the ability of our subsidiaries to pay dividends to us;
- enter into affiliate transactions;
- engage in sale/leaseback transactions; and
- engage in certain mergers or consolidations or transfers of substantially all of our assets.

Availability under our first lien revolving credit facility is subject to a borrowing base, which is based on eligible accounts receivable and inventory. To the extent that our eligible accounts receivable and inventory decline, our borrowing base will decrease and the availability under that facility may decrease below its stated amount. In addition, if at any time the amount of outstanding borrowings and letters of credit under that facility exceeds the borrowing base, we are required to prepay borrowings and/or cash collateralize letters of credit sufficient to eliminate the excess.

Our ability to comply with these covenants or to maintain our borrowing base may be affected by events beyond our control, including deteriorating economic conditions, and these events could require us to seek waivers or amendments of covenants or alternative sources of financing or to reduce expenditures. We cannot assure you that such waivers, amendments or alternative financing could be obtained, or if obtained, would be on terms acceptable to us.

A breach of any of the covenants or restrictions contained in any of our existing or future financing agreements, including the financial covenants in our secured credit facilities, could result in an event of default under those agreements. Such a default could allow the lenders under our financing agreements, if the agreements so provide, to discontinue lending, to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies, and/or to declare all borrowings

outstanding thereunder to be due and payable. In addition, the lenders could terminate any commitments they have to provide us with further funds. If any of these events occur, we cannot assure you that we will have sufficient funds available to pay in full the total amount of obligations that become due as a result of any such acceleration, or that we will be able to find additional or alternative financing to refinance any such accelerated obligations. Even if we obtain additional or alternative financing, we cannot assure you that it would be on terms that would be acceptable to us.

We cannot assure you that we will be able to remain in compliance with the covenants to which we are subject in the future and, if we fail to do so, that we will be able to obtain waivers from our lenders or amend the covenants.

***Our international operations have certain risks that may materially adversely affect our operating results, financial condition and liquidity.***

We have manufacturing and distribution facilities throughout the world. Our international operations are subject to certain inherent risks, including:

- exposure to local economic conditions;
- adverse changes in the diplomatic relations of foreign countries with the United States;
- hostility from local populations and insurrections;
- adverse foreign currency fluctuations;
- adverse currency exchange controls;
- withholding taxes and restrictions on the withdrawal of foreign investment and earnings;
- labor regulations;
- expropriations of property;
- the potential instability of foreign governments;
- risks of renegotiation or modification of existing agreements with governmental authorities;
- export and import restrictions; and
- other changes in laws or government policies.

The likelihood of such occurrences and their potential effect on us vary from country to country and are unpredictable. Certain regions, including Latin America, Asia, the Middle East and Africa, are inherently more economically and politically volatile and as a result, our business units that operate in these regions could be subject to significant fluctuations in sales and operating income from quarter to quarter. Because a significant percentage of our operating income in recent years has come from these regions, adverse fluctuations in the operating results in these regions could have a disproportionate impact on our results of operations in future periods.

For example, the European sovereign debt crisis has negatively affected economic conditions in Europe and globally. Our EMEA segment contributed 33% of our net sales and 20% of our total segment operating income in 2012. If the European sovereign debt crisis continues or deepens, economic conditions in Europe may further deteriorate. In that case, our business in Europe and elsewhere, as well as the businesses of our customers and suppliers, may be adversely affected.

As a further example, since 2003, Venezuela has imposed currency exchange controls that fix the exchange rate between the Venezuelan bolívar fuerte and the U.S. dollar and restrict the ability to exchange bolívares fuertes for dollars. These restrictions have delayed and limited our ability to pay third-party and affiliated suppliers and to otherwise repatriate funds from Venezuela, and may continue to do so, which could materially adversely affect our financial condition and liquidity. In addition, if we are unable to pay these suppliers in a timely manner, they may cease supplying us. Venezuela has also imposed restrictions on the importation of certain raw materials. If these suppliers cease supplying us or we are unable to import necessary raw materials, we may need to reduce or halt production in Venezuela, which could materially adversely affect our results of operations.

We have material bolívar fuerte-denominated net monetary assets and liabilities in Venezuela, the value of which will be correspondingly reduced in the event of a devaluation of the bolívar fuerte by the Venezuelan government.

The future results of our Venezuelan operations will be affected by many factors, including actions by the Venezuelan government such as further currency devaluations, economic conditions in Venezuela such as inflation and consumer spending, and the availability of raw materials, utilities and energy. Goodyear Venezuela contributes a significant portion of the sales and operating income of our Latin American Tire segment. As a result, any disruption of Goodyear Venezuela's operations or of our ability to pay suppliers or repatriate funds from Venezuela could have a material adverse impact on the future performance of our Latin American Tire segment and could materially adversely affect our results of operations, financial condition and liquidity.

In addition, compliance with complex foreign and U.S. laws and regulations that apply to our international operations increases our cost of doing business in international jurisdictions. These numerous and sometimes conflicting laws and regulations include import and export laws, anti-competition laws, anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and other local laws prohibiting corrupt payments to governmental officials, data privacy requirements, tax laws, and

accounting, internal control and disclosure requirements. Violations of these laws and regulations could result in civil and criminal fines, penalties and sanctions against us, our officers or our employees, prohibitions on the conduct of our business and on our ability to offer our products and services in one or more countries, and could also materially affect our reputation, business and results of operations. In certain foreign jurisdictions, there is a higher risk of fraud or corruption and greater difficulty in maintaining effective internal controls and compliance programs. Although we have implemented policies and procedures designed to ensure compliance with applicable laws and regulations, there can be no assurance that our employees, contractors or agents will not violate our policies or applicable laws and regulations.

***We have foreign currency translation and transaction risks that may materially adversely affect our operating results, financial condition and liquidity.***

The financial position and results of operations of many of our international subsidiaries are initially recorded in various foreign currencies and then translated into U.S. dollars at the applicable exchange rate for inclusion in our financial statements. The strengthening of the U.S. dollar against these foreign currencies ordinarily has a negative impact on our reported sales and operating margin (and conversely, the weakening of the U.S. dollar against these foreign currencies has a positive impact). For the year ended December 31, 2012, foreign currency translation unfavorably affected sales by \$766 million and unfavorably affected segment operating income by \$34 million compared to the year ended December 31, 2011. The volatility of currency exchange rates may materially adversely affect our operating results.

We have material euro-denominated net monetary assets and liabilities. If the European sovereign debt crisis leads to a significant devaluation of the euro, the value of our euro-denominated net monetary assets and liabilities would be correspondingly reduced when translated into U.S. dollars for inclusion in our financial statements. Similarly, the re-introduction of certain individual country currencies or the complete dissolution of the euro, could adversely affect the value of our euro-denominated net monetary assets and liabilities. In either case, our business, results of operations, financial condition and liquidity could be materially adversely affected.

***Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.***

Certain of our borrowings are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, which would require us to use more of our available cash to service our indebtedness. There can be no assurance that we will be able to enter into swap agreements or other hedging arrangements in the future, or that existing or future hedging arrangements will offset increases in interest rates. As of December 31, 2012, we had approximately \$1.9 billion of variable rate debt outstanding.

***We have substantial fixed costs and, as a result, our operating income fluctuates disproportionately with changes in our net sales.***

We operate with significant operating and financial leverage. Significant portions of our manufacturing, selling, administrative and general expenses are fixed costs that neither increase nor decrease proportionately with sales. In addition, a significant portion of our interest expense is fixed. There can be no assurance that we would be able to reduce our fixed costs proportionately in response to a decline in our net sales and therefore our competitiveness could be significantly impacted. As a result, a decline in our net sales would result in a higher percentage decline in our income from operations and net income.

***We may incur significant costs in connection with our contingent liabilities and tax matters.***

We have significant reserves for contingent liabilities and tax matters. The major categories of our contingent liabilities include workers' compensation, product liability and other tort claims, including asbestos claims, and environmental matters.

Our recorded liabilities and estimates of reasonably possible losses for our contingent liabilities are based on our assessment of potential liability using the information available to us at the time and, where applicable, any past experience and recent and current trends with respect to similar matters. Our contingent liabilities are subject to inherent uncertainties, and unfavorable judicial or administrative decisions could occur which we did not anticipate. Such an unfavorable decision could include monetary damages, fines or other penalties or an injunction prohibiting us from taking certain actions or selling certain products. If such an unfavorable decision were to occur, it could result in a material adverse impact on our financial position and results of operations in the period in which the decision occurs, or in future periods.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations, including with respect to transfer pricing. While we apply consistent transfer pricing policies and practices globally, support transfer prices through economic studies, seek advance pricing agreements and joint audits to the extent possible and believe our transfer prices to be appropriate, such transfer prices, and related interpretations of tax laws, are occasionally challenged by various taxing

authorities globally. We have received various tax assessments challenging our interpretations of applicable tax laws in various jurisdictions. Although we believe we have complied with applicable tax laws, have strong positions and defenses and have historically been successful in defending such claims, our results of operations could be materially adversely affected in the case we are unsuccessful in the defense of existing or future claims.

For further information regarding our contingent liabilities and tax matters, refer to the Note to the Consolidated Financial Statements, No. 18, Commitments and Contingent Liabilities. For further information regarding our accounting policies with respect to certain of our contingent liabilities and uncertain income tax positions, refer to “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Policies.”

***We may be required to provide letters of credit or post cash collateral if we are subject to a significant adverse judgment or if we are unable to obtain surety bonds, which may have a material adverse effect on our liquidity.***

We are subject to various legal proceedings. If we wish to appeal any future adverse judgment in any of these proceedings, we may be required to post an appeal bond with the relevant court. In that case, we may be required to issue a letter of credit to the surety posting the bond. We may issue up to an aggregate of \$800 million in letters of credit under our \$2.0 billion U.S. senior secured first lien credit facility. As of December 31, 2012, we had \$400 million in letters of credit issued and \$1,239 million of remaining availability under this facility. If we are subject to a significant adverse judgment and do not have sufficient availability under our credit facilities to issue a letter of credit to support an appeal bond, we may be required to pay down borrowings under the facilities or deposit cash collateral in order to stay the enforcement of the judgment pending an appeal. If we are unable to post cash collateral, we may be unable to stay enforcement of the judgment.

Under standard terms in the surety market, sureties issue or continue bonds on a case-by-case basis and can decline to issue bonds at any time or require the posting of collateral as a condition to issuing or renewing any bonds. If surety providers were to limit or eliminate our access to bonding, we would need to post other forms of collateral, such as letters of credit or cash. As described above, we may be unable to secure sufficient letters of credit under our credit facilities.

If we were subject to a significant adverse judgment or experienced an interruption or reduction in the availability of bonding capacity, we may be required to provide letters of credit or post cash collateral, which may have a material adverse effect on our liquidity.

***We are subject to extensive government regulations that may materially adversely affect our operating results.***

We are subject to regulation by the Department of Transportation through the National Highway Traffic Safety Administration, or NHTSA, which has established various standards and regulations applicable to tires sold in the United States and tires sold in a foreign country that are identical or substantially similar to tires sold in the United States. NHTSA has the authority to order the recall of automotive products, including tires, having safety-related defects.

The Transportation Recall Enhancement, Accountability, and Documentation Act, or TREAD Act, imposes numerous requirements with respect to the early warning reporting of warranty claims, property damage claims, and bodily injury and fatality claims and also requires tire manufacturers, among other things, to comply with revised and more rigorous tire testing standards. Compliance with the TREAD Act regulations has increased the cost of producing and distributing tires in the United States. In addition, while we believe that our tires are free from design and manufacturing defects, it is possible that a recall of our tires, under the TREAD Act or otherwise, could occur in the future. A substantial recall could have a material adverse effect on our reputation, operating results and financial position.

In addition, as required by the Energy Independence and Security Act of 2007, NHTSA will establish a national tire fuel efficiency consumer information program. When the related rule-making process is completed, certain tires sold in the United States will be required to be rated for rolling resistance, traction and tread wear. While the Federal law will preempt state tire fuel efficiency laws adopted after January 1, 2006, we may become subject to additional tire fuel efficiency legislation, either in the United States or other countries.

Our European operations are subject to regulation by the European Union. In 2009, two important regulations, the Tire Safety Regulation and the Tire Labeling Regulation, applicable to tires sold in the European Union were adopted. The Tire Safety Regulation sets performance standards that tires for cars and light and commercial trucks need to meet for rolling resistance, wet grip braking (passenger car only) and noise in order to be sold in the European Union, and became effective beginning in 2012, with continuing phases that will become effective through 2020. The Tire Labeling Regulation applies to all passenger car, light truck and commercial truck tires produced after July 1, 2012 and requires, after November 1, 2012, that consumers be informed about the tire's fuel efficiency, wet grip and noise characteristics. Other countries, such as Brazil, have also adopted tire labeling regulations, and additional countries may also introduce similar regulations in the future.

Tires produced or sold in Europe also have to comply with various other standards, including environmental laws such as REACH (Registration, Evaluation, Authorisation and Restriction of Chemical Substances), which regulates the use of chemicals in the

European Union. For example, since January 1, 2010, REACH has prohibited the use of highly aromatic oils in tires, which were used as compounding components to improve certain performance characteristics.

These U.S. and European regulations, rules adopted to implement these regulations, or other similar regulations that may be adopted in the United States, Europe or elsewhere in the future may require us to alter or increase our capital spending and research and development plans or cease the production of certain tires, which could have a material adverse affect on our operating results.

Laws and regulations governing environmental and occupational safety and health are complicated, change frequently and have tended to become stricter over time. As a manufacturing company, we are subject to these laws and regulations both inside and outside the United States. We may not be in complete compliance with such laws and regulations at all times. Our costs or liabilities relating to them may be more than the amount we have reserved, and that difference may be material.

In addition, our manufacturing facilities may become subject to further limitations on the emission of “greenhouse gases” due to public policy concerns regarding climate change issues or other environmental or health and safety concerns. While the form of any additional regulations cannot be predicted, a “cap-and-trade” system similar to the one adopted in the European Union could be adopted in the United States. Any such “cap-and-trade” system (including the system currently in place in the European Union) or other limitations imposed on the emission of “greenhouse gases” could require us to increase our capital expenditures, use our cash to acquire emission credits or restructure our manufacturing operations, which could have a material adverse affect on our operating results, financial condition and liquidity.

Compliance with the laws and regulations described above or any of the myriad of applicable foreign, Federal, state and local laws and regulations currently in effect or that may be adopted in the future could materially adversely affect our competitive position, operating results, financial condition and liquidity.

***The terms and conditions of our global alliance with Sumitomo Rubber Industries, Ltd. provide for exit rights available to SRI upon the occurrence of certain events, which could require us to make a substantial payment to acquire SRI's interest in our European and North American joint ventures.***

Under the global alliance agreements between us and SRI, SRI has the right to require us to purchase its ownership interests in GDTE and GDTNA if certain triggering events have occurred, including certain bankruptcy events, changes in control of Goodyear or breaches of the global alliance agreements. Any payment required to be made to SRI pursuant to an exit under the terms of the global alliance agreements could be substantial. We cannot assure you that our operating performance, cash flow and capital resources would be sufficient to make such a payment or, if we were able to make the payment, that there would be sufficient funds remaining to satisfy our other obligations. The withdrawal of SRI from the global alliance could also have other adverse effects on our business, including the loss of purchasing synergies. For further information regarding our global alliance with SRI, including the events that could trigger SRI's exit rights, see “Item 1. Business. Description of Goodyear's Business — Global Alliance.”

***We may be adversely affected by any disruption in, or failure of, our information technology systems.***

We rely upon the capacity, reliability and security of our information technology, or IT, systems across all of our major business functions, including our research and development, manufacturing, retail, financial and administrative functions. We also face the challenge of supporting our older systems and implementing upgrades when necessary. Our security measures are focused on the prevention, detection and remediation of damage from computer viruses, natural disasters, unauthorized access, cyber attack and other similar disruptions. We may incur significant costs in order to implement the security measures that we feel are necessary to protect our IT systems. However, our IT systems may remain vulnerable to damage despite our implementation of security measures that we deem to be appropriate.

Any system failure, accident or security breach involving our IT systems could result in disruptions to our operations. A material breach in the security of our IT systems could include the theft of our intellectual property or trade secrets, negatively impact our manufacturing or retail operations, or result in the compromise of personal information of our employees, customers or suppliers. To the extent that any system failure, accident or security breach results in disruptions to our operations or the theft, loss or disclosure of, or damage to, our data or confidential information, our reputation, business, results of operations and financial condition could be materially adversely affected.

***If we are unable to attract and retain key personnel our business could be materially adversely affected.***

Our business substantially depends on the continued service of key members of our management. The loss of the services of a significant number of members of our management could have a material adverse effect on our business. Our future success will also depend on our ability to attract and retain highly skilled personnel, such as engineering, marketing and senior management professionals. Competition for these employees is intense, and we could experience difficulty from time to time in hiring and retaining the personnel necessary to support our business. If we do not succeed in retaining our current employees and attracting new high quality employees, our business could be materially adversely affected.

***We may be impacted by economic and supply disruptions associated with events beyond our control, such as war, acts of terror, political unrest, public health concerns, labor disputes or natural disasters.***

We manage businesses and facilities worldwide. Our facilities and operations, and the facilities and operations of our suppliers and customers, could be disrupted by events beyond our control, such as war, acts of terror, political unrest, public health concerns, labor disputes or natural disasters. Any such disruption could cause delays in the production and distribution of our products and the loss of sales and customers. We may not be insured against all such potential losses and, if insured, the insurance proceeds that we receive may not adequately compensate us for all of our losses.

**ITEM 1B. UNRESOLVED STAFF COMMENTS.**

None.

**ITEM 2. PROPERTIES.**

We manufacture our products in 52 manufacturing facilities located around the world including 15 plants in the United States.

**NORTH AMERICAN TIRE MANUFACTURING FACILITIES.** North American Tire owns or leases and operates 18 manufacturing facilities in the United States and Canada.

- 9 tire plants (7 in the United States and 2 in Canada),
- 4 chemical plants,
- 1 tire mold plant,
- 1 tire retread plant,
- 2 aviation retread plants, and
- 1 mix plant in Canada.

These facilities have floor space aggregating approximately 21 million square feet.

**EUROPE, MIDDLE EAST AND AFRICA TIRE MANUFACTURING FACILITIES.** EMEA owns or leases and operates 19 manufacturing facilities in 9 countries, including:

- 16 tire plants,
- 1 tire mold and tire manufacturing machine facility,
- 1 aviation retread plant, and
- 1 mix plant.

These facilities have floor space aggregating approximately 20 million square feet.

**LATIN AMERICAN TIRE MANUFACTURING FACILITIES.** Latin American Tire owns and operates 6 manufacturing facilities in 5 countries, including 5 tire plants and 1 tire retread plant, and operates 1 aviation plant. These facilities have floor space aggregating approximately 5 million square feet.

**ASIA PACIFIC TIRE MANUFACTURING FACILITIES.** Asia Pacific Tire owns and operates 8 manufacturing facilities in 6 countries, including 7 tire plants and 1 aviation retread plant. These facilities have floor space aggregating approximately 6 million square feet.

**PLANT UTILIZATION.** Our worldwide tire capacity utilization rate was approximately 80% during 2012 compared to approximately 91% in 2011 and 88% in 2010. Our 2012 utilization declined due to lower industry demand as a result of global economic weakness and uncertainty, primarily in EMEA.

**OTHER FACILITIES.** We also own and operate two research and development facilities and technical centers, and three tire proving grounds. We lease our Corporate and North American Tire headquarters, research and development facility and technical center in Akron, Ohio. We also operate approximately 1,300 retail outlets for the sale of our tires to consumer and commercial customers, approximately 40 tire retreading facilities and approximately 190 warehouse distribution facilities. Substantially all of these facilities are leased. We do not consider any one of these leased properties to be material to our operations. For additional information regarding leased properties, refer to the Notes to the Consolidated Financial Statements No. 12, Property, Plant and Equipment and No. 13, Leased Assets.

### **ITEM 3.      LEGAL PROCEEDINGS.**

#### ***Asbestos Litigation***

We are currently one of numerous defendants in legal proceedings in certain state and Federal courts involving approximately 73,200 claimants at December 31, 2012 relating to their alleged exposure to materials containing asbestos in products allegedly manufactured by us or asbestos materials present at our facilities. We manufactured, among other things, rubber coated asbestos sheet gasket materials from 1914 through 1973 and aircraft brake assemblies containing asbestos materials prior to 1987. Some of the claimants are independent contractors or their employees who allege exposure to asbestos while working at certain of our facilities. It is expected that in a substantial portion of these cases there will be no evidence of exposure to a Goodyear manufactured product containing asbestos or asbestos in our facilities. The amount expended by us and our insurers on defense and claim resolution was approximately \$18 million during 2012. The plaintiffs in the pending cases allege that they were exposed to asbestos and, as a result of such exposure, suffer from various respiratory diseases, including in some cases mesothelioma and lung cancer. The plaintiffs are seeking unspecified actual and punitive damages and other relief. For additional information on asbestos litigation, refer to the Note to the Consolidated Financial Statements No. 18, Commitments and Contingent Liabilities.

#### ***Marine Hose Investigation***

In May 2007, the United States Department of Justice, Antitrust Division, announced that it had executed search and arrest warrants against a number of companies and their executives in connection with an investigation into allegations of price fixing in the marine hose industry. We received a grand jury document subpoena in May 2007 relating to that investigation. We have also received a similar request for information from European antitrust authorities in connection with a similar investigation of the marine hose industry in Europe. In addition, in November 2007, the Brazilian antitrust authority notified Goodyear's Brazilian subsidiary that it was a party to a civil investigation into alleged anticompetitive practices in the marine hose industry in Brazil. Based on our review, we continue to believe Goodyear and its subsidiaries did not engage in unlawful conduct which is the subject of the investigations described above. None of Goodyear's executives has been named in any criminal complaint; and no arrest or search warrants have been executed against any of our executives or at any of our facilities in connection with these investigations. We are cooperating with U.S., European and Brazilian authorities.

#### ***South African Competition Tribunal Proceedings***

On August 31, 2010, the South African Competition Commission referred a complaint to the South African Competition Tribunal alleging that Goodyear South Africa (Pty) Ltd., Apollo Tyres South Africa (Pty) Ltd., Continental Tyre South Africa (Pty) Ltd., Bridgestone South Africa (Pty) Ltd., and the South African Tyre Manufacturers Conference (Pty) Ltd. engaged in anti-competitive conduct in the tire market in South Africa in violation of the South African Competition Act. The Competition Commission is seeking a penalty of approximately \$30 million, which is based on a percentage of Goodyear South Africa's annual revenues in 2008. Goodyear South Africa has conducted an internal investigation regarding these allegations and intends to defend itself before the Competition Tribunal.

#### ***Brazilian Tax Assessments***

In September 2011, the State of Sao Paulo, Brazil issued an assessment to us for allegedly improperly taking tax credits for value-added taxes paid to a supplier of natural rubber during the period from January 2006 to August 2008. The assessment, including interest and penalties, totals 92 million Brazilian real (approximately \$45 million). We received similar assessments from the State of Sao Paulo, Brazil in December 2010 for allegedly improperly taking tax credits for value-added taxes paid to other suppliers of natural rubber during the period from January 2006 to October 2009. These assessments, including interest and penalties, total 88 million Brazilian real (approximately \$43 million). We have filed responses contesting the assessments and are defending these matters.

#### ***African Investigations***

In June 2011, an anonymous source reported, through our confidential ethics hotline, that our majority-owned joint venture in Kenya may have made certain improper payments. In July 2011, an employee of our subsidiary in Angola reported that similar improper payments may have been made in Angola. Outside counsel and forensic accountants were retained to investigate the alleged improper payments in Kenya and Angola, including our compliance in those countries with the U.S. Foreign Corrupt Practices Act. We do not believe that the amount of the payments in question in Kenya and Angola, or any revenue or operating income related to those payments, are material to our business, results of operations, financial condition or liquidity.

As a result of our review of these matters, we have implemented, and are continuing to implement, appropriate remedial measures and have voluntarily disclosed the results of our initial investigation to the U.S. Department of Justice ("DOJ") and the Securities

and Exchange Commission (“SEC”), and are cooperating with those agencies in their review of these matters. We are unable to predict the outcome of the review by the DOJ and SEC.

#### ***Greek Labor Cases***

In a series of cases, approximately 320 former employees of a factory in Thessaloniki, Greece that was closed in 1996 sued Goodyear Dunlop Tires Hellas S.A.I.C. (“Goodyear Dunlop Greece”) seeking compensation in arrears alleging the absence of consultation prior to the closure under applicable European law. Following extensive litigation at all levels of the Greek courts and the European Court of Justice over the past 16 years, the Greek Court of Appeal issued judgments in September and October 2012 affirming Goodyear Dunlop Greece's liability to pay salaries in arrears with respect to the 5-1/2 year period following the plant closure and permitting a reduction in the amount of that liability to the extent of severance payments previously paid to the former employees. However, the Court of Appeal failed to consider evidence of incomes earned in other capacities and the retirement of certain former employees during that period, which should have further reduced the employees' claims for salaries in arrears, and failed to follow applicable Supreme Court precedents limiting the period of time for which salaries in arrears are payable. Goodyear Dunlop Greece has filed an appeal before the Greek Supreme Court in order to seek to rectify these failures. If Goodyear Dunlop Greece's appeal is not successful, its liability with respect to these judgments is currently estimated to be approximately €44 million (\$58 million). In addition, Goodyear Dunlop Greece may be liable for social security contributions and payroll taxes related to any salaries in arrears it must ultimately pay. Goodyear Dunlop Greece is vigorously defending these cases, the ultimate outcome of which cannot be predicted at this time.

#### ***Other Matters***

In addition to the legal proceedings described above, various other legal actions, claims and governmental investigations and proceedings covering a wide range of matters are pending against us, including claims and proceedings relating to several waste disposal sites that have been identified by the United States Environmental Protection Agency and similar agencies of various states for remedial investigation and cleanup, which sites were allegedly used by us in the past for the disposal of industrial waste materials. Based on available information, we do not consider any such action, claim, investigation or proceeding to be material, within the meaning of that term as used in Item 103 of Regulation S-K and the instructions thereto. For additional information regarding our legal proceedings, refer to the Note to the Consolidated Financial Statements No. 18, Commitments and Contingent Liabilities.

**PART II.****ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.**

The principal market for our common stock is the NASDAQ Global Select Market (Stock Exchange Symbol: GT).

Information relating to the high and low sale prices of shares of our common stock appears under the caption "Quarterly Data and Market Price Information" in Item 8 of this Annual Report at page 117, and is incorporated herein by reference. Under our primary credit facilities we are permitted to pay dividends on our common stock as long as no default will have occurred and be continuing, additional indebtedness can be incurred under the credit facilities following the payment, and certain financial tests are satisfied. So long as any of our mandatory convertible preferred stock is outstanding, no dividend, except a dividend payable in shares of our common stock, or other shares ranking junior to the mandatory convertible preferred stock, may be paid or declared or any distribution be made on shares of our common stock unless all accrued and unpaid dividends on the then outstanding mandatory convertible preferred stock payable on all dividend payment dates occurring on or prior to the date of such action have been declared and paid or sufficient funds have been set aside for that payment. We have not declared any cash dividends on our common stock in the two most recent fiscal years. At December 31, 2012, there were 18,887 record holders of the 245,240,762 shares of our common stock then outstanding.

The following table presents information with respect to repurchases of common stock made by us during the three months ended December 31, 2012. These shares were delivered to us by employees as payment for the exercise price of stock options as well as the withholding taxes due upon the exercise of the stock options or the vesting or payment of stock awards.

<b>Period</b>	<b>Total Number of Shares Purchased</b>	<b>Average Price Paid Per Share</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs</b>
10/1/12-10/31/12	4,204	\$ 12.74	—	—
11/1/12-11/30/12	13,377	11.10	—	—
12/1/12-12/31/12	3,355	12.62	—	—
<b>Total</b>	<b>20,936</b>	<b>\$ 11.67</b>	<b>—</b>	<b>—</b>

**ITEM 6. SELECTED FINANCIAL DATA.**

<i>(In millions, except per share amounts)</i>	Year Ended December 31,(1)				
	2012(2)	2011(3)	2010(4)	2009(5)	2008(6)
Net Sales	\$ 20,992	\$ 22,767	\$ 18,832	\$ 16,301	\$ 19,488
Net Income (Loss)	237	417	(164)	(364)	(23)
Less: Minority Shareholders' Net Income	25	74	52	11	54
Goodyear Net Income (Loss)	\$ 212	\$ 343	\$ (216)	\$ (375)	\$ (77)
Less: Preferred Stock Dividends	29	22	—	—	—
Goodyear Net Income (Loss) available to Common Shareholders	<u>\$ 183</u>	<u>\$ 321</u>	<u>\$ (216)</u>	<u>\$ (375)</u>	<u>\$ (77)</u>
Goodyear Net Income (Loss) available to Common Shareholders — Per Share of Common Stock:					
Basic	<u>\$ 0.75</u>	<u>\$ 1.32</u>	<u>\$ (0.89)</u>	<u>\$ (1.55)</u>	<u>\$ (0.32)</u>
Diluted	<u>\$ 0.74</u>	<u>\$ 1.26</u>	<u>\$ (0.89)</u>	<u>\$ (1.55)</u>	<u>\$ (0.32)</u>
Total Assets	\$ 16,973	\$ 17,629	\$ 15,630	\$ 14,410	\$ 15,226
Long Term Debt and Capital Leases Due Within One Year	96	156	188	114	582
Long Term Debt and Capital Leases	4,888	4,789	4,319	4,182	4,132
Goodyear Shareholders' Equity	370	749	644	735	1,022
Total Shareholders' Equity	625	1,017	921	986	1,253
Dividends Per Common Share	—	—	—	—	—

- (1) Refer to "Basis of Presentation" and "Principles of Consolidation" in the Note to the Consolidated Financial Statements No. 1, Accounting Policies.
- (2) Goodyear net income in 2012 included net after-tax charges of \$325 million, or \$1.32 per share — diluted, due to rationalization charges, including accelerated depreciation and asset write-offs; charges related to the early redemption of debt and a credit facility amendment and restatement; charges related to labor claims with respect to a previously closed facility; charges related to a tornado in the United States; settlement charges related to a pension plan; discrete charges related to income taxes; and charges related to a strike in South Africa. Goodyear net income in 2012 also included net after-tax gains of \$35 million, or \$0.14 per share — diluted, related to insurance recoveries for a flood in Thailand and gains on asset sales.
- (3) Goodyear net income in 2011 included net after-tax charges of \$217 million, or \$0.80 per share — diluted, due to rationalization charges, including accelerated depreciation and asset write-offs; charges related to the early redemption of debt; charges related to a flood in Thailand; and charges related to a tornado in the United States. Goodyear net income in 2011 also included net after-tax benefits of \$51 million, or \$0.19 per share — diluted, from the benefit of certain tax adjustments and gains on asset sales.
- (4) Goodyear net loss in 2010 included net after-tax charges of \$445 million, or \$1.84 per share — diluted, due to rationalization charges, including accelerated depreciation and asset write-offs; the devaluation of the Venezuelan bolivar fuerte against the U.S. dollar; charges related to the early redemption of debt and a debt exchange offer; charges related to the disposal of a building in the Philippines; a one-time importation cost adjustment; supplier disruption costs; a charge related to a claim regarding the use of value-added tax credits in prior periods; and charges related to a strike in South Africa. Goodyear net loss in 2010 also included net after-tax benefits of \$104 million, or \$0.43 per share — diluted, from gains on asset sales; favorable settlements with suppliers; an insurance recovery; and the benefit of certain tax adjustments.
- (5) Goodyear net loss in 2009 included net after-tax charges of \$277 million, or \$1.16 per share — diluted, due to rationalization charges, including accelerated depreciation and asset write-offs; asset sales; the liquidation of our subsidiary in Guatemala; a legal reserve for a closed facility; and our USW labor contract. Goodyear net loss in 2009 also included net after-tax benefits of \$156 million, or \$0.65 per share — diluted, due to non-cash tax benefits related to losses from our U.S. operations; benefits primarily resulting from certain income tax items including the release of the valuation allowance on our Australian operations and the settlement of our 1997 through 2003 Competent Authority claim between the United States and Canada; and the recognition of insurance proceeds related to the settlement of a claim as a result of a fire at our manufacturing facility in Thailand.

- (6) Goodyear net loss in 2008 included net after-tax charges of \$311 million, or \$1.29 per share — diluted, due to rationalization charges, including accelerated depreciation and asset write-offs; costs related to the redemption of long-term debt; write-offs of deferred debt issuance costs associated with refinancing and redemption activities; general and product liability — discontinued products; VEBA-related charges; charges related to Hurricanes Ike and Gustav; losses from the liquidation of our subsidiary in Jamaica; charges related to the exit of our Moroccan business; and the valuation allowance on our investment in The Reserve Primary Fund. Goodyear net loss in 2008 also included net after-tax benefits of \$68 million, or \$0.28 per share — diluted, from asset sales; settlements with suppliers; and the benefit of certain tax adjustments.

**ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.**

**OVERVIEW**

The Goodyear Tire & Rubber Company is one of the world's leading manufacturers of tires, with one of the most recognizable brand names in the world and operations in most regions of the world. We have a broad global footprint with 52 manufacturing facilities in 22 countries, including the United States. We operate our business through four operating segments representing our regional tire businesses: North American Tire; Europe, Middle East and Africa Tire; Latin American Tire; and Asia Pacific Tire.

We continued to experience weak industry conditions in 2012 as the economic recovery in developed markets was impacted by uncertainty surrounding debt and other fiscal policy issues in Europe and the United States and continued high levels of unemployment, which had a negative impact on overall economic conditions and customer and consumer confidence. Our tire unit shipments in 2012 decreased 9.2% compared to 2011, primarily as a result of continued weakness in Europe. In addition, our raw material costs rose by approximately 7% in 2012 compared to 2011.

In spite of the macroeconomic and industry-specific challenges we faced, we produced segment operating income greater than \$1.2 billion for the second consecutive year, including record segment operating income of \$514 million in North American Tire. Price and product mix drove an 8% improvement in revenue per tire, excluding the impact of foreign currency translation, in 2012 compared to 2011, reflecting our continued focus on innovative product offerings in targeted market segments. In 2012, we realized approximately \$346 million of cost savings, bringing the total cost savings for 2010 to 2012 to approximately \$1.1 billion and exceeding our \$1.0 billion goal. We also completed the transition to our new manufacturing facility in Pulandian, China and realized continued improvements in working capital efficiency, measured as a percent of sales.

In order to address the uncertain economic environment and the challenges described above, we remain focused on our key strategies:

- Continue to focus on consumer-driven product development;
- Take a selective approach to the market, targeting profitable segments where we have competitive advantages;
- Improve our manufacturing efficiency and create an advantaged supply chain focused on optimizing inventory levels and further improving customer service;
- Focus on cash flow to provide funding for investments in future growth; and
- Build top talent and teams.

To address continued economic weakness in Europe and the significant challenges that we face in EMEA, we have announced the exit of the farm tire business in EMEA and the closure of one of our Amiens, France manufacturing facilities, as well as a profit improvement plan over the next three years aimed at restoring the margins in EMEA to historical levels. The profit improvement plan aims to:

- Target profitable segments where we have competitive advantages;
- Accelerate our growth in emerging markets in the region; and
- Achieve \$75 million to \$100 million of productivity improvements through back-office consolidation, improved manufacturing efficiency and supply chain improvements.

In addition, in order to address our significant unfunded pension obligations, we have announced plans to fund our U.S. pension plans once frozen. See "Pension and Benefit Plans" for additional information.

For the year ended December 31, 2012, Goodyear net income was \$212 million, compared to Goodyear net income of \$343 million in 2011, and Goodyear net income available to common shareholders was \$183 million, compared to Goodyear net income available to common shareholders of \$321 million in 2011. Our total segment operating income for 2012 was \$1,248 million, compared to \$1,368 million in 2011. The decrease in segment operating income was due primarily to lower tire volume, including the effects of under-absorbed overhead on increased conversion costs, and an increase in raw material costs, partially offset by improved price and product mix. See "Results of Operations — Segment Information" for additional information.

Net sales were \$21.0 billion in 2012, compared to \$22.8 billion in 2011. Net sales decreased due to lower tire volumes, unfavorable foreign currency translation, primarily in EMEA, and lower sales in other tire-related businesses, primarily sales of chemical products in North American Tire. These decreases were partially offset by improved price and product mix.

**Pension and Benefit Plans**

During 2012, our U.S. pension plans experienced actuarial losses from further decreases in discount rates and increases in estimated life expectancies, which increased plan obligations by \$863 million. These losses more than offset the effect of actual returns on U.S. pension plan assets in 2012 that exceeded expected returns by \$198 million. As a result, net actuarial losses included in Accumulated Other Comprehensive Loss ("AOCL") increased by \$665 million during 2012. Annual U.S. net periodic pension

cost will decrease to approximately \$175 million to \$200 million in 2013 from \$203 million in 2012, due primarily to expected returns on higher plan assets following 2012 contributions to U.S. pension plans of approximately \$450 million.

We have announced plans to accelerate funding of our U.S. pension plans once frozen and to reduce our exposure to future interest rate and equity market movements. We intend to finance the additional contributions by accessing the debt capital markets. As funded levels increase, we plan to shift our U.S. pension plan asset allocation to a portfolio of fixed income securities designed to offset the future impact of discount rate movements on the plans' funded status.

At December 31, 2012, our unfunded U.S. pension liability was approximately \$2.7 billion, of which approximately \$1.0 billion is attributable to U.S. pension plans that have been frozen, including our principal U.S. salaried pension plans, and approximately \$1.7 billion is attributable to our other U.S. pension plans, including our principal U.S. hourly pension plans. If additional plans become frozen, we intend to accelerate funding and shift the asset allocation of those plans as well.

As a result of this strategy, we expect to limit the growth of our unfunded U.S. pension liability, which in turn is expected to improve our operating cash flow and reduce the volatility of our earnings, liquidity needs and overall leverage, thereby allowing us to focus on our core business. Implementation of this strategy depends on, among other things, our ability to access the debt capital markets. There can be no assurance that we will be able to access those markets on terms that are acceptable to us or at all.

As a precursor to the strategy described above, we have entered into short term hedging strategies to reduce our exposure to market movements during 2013. For further information on these short term hedging strategies, see "Critical Accounting Policies — Pensions and Other Postretirement Benefits" and Note to the Consolidated Financial Statements No. 16, Pension, Other Postretirement Benefits and Savings Plans.

## **Liquidity**

At December 31, 2012, we had \$2,281 million in Cash and Cash Equivalents as well as \$2,949 million of unused availability under our various credit agreements, compared to \$2,772 million and \$2,544 million, respectively, at December 31, 2011. The decrease in cash and cash equivalents was driven by capital expenditures of \$1,127 million, including expenditures for the continued expansion of our China and Chile manufacturing capacity, pension contributions and direct payments of \$684 million and net debt repayments of \$265 million. These decreases were partially offset by improvements in working capital of \$457 million and net income of \$237 million, which included non-cash depreciation and amortization of \$687 million.

We believe that our liquidity position is adequate to fund our operating and investing needs in 2013 and to provide us with flexibility to respond to further changes in the business environment.

## **New Products**

In 2012, we launched our new Goodyear Assurance CS TripleTred All-Season, Goodyear Eagle F1 Asymmetric All-Season, Goodyear Eagle F1 Asymmetric 2, Goodyear UltraGrip Winter and Dunlop Signature II tire lines in North American Tire. We also successfully launched three new tire and six new retread product lines in our commercial truck tire business, focusing on regional, mixed service, and long haul applications. At our North American Tire dealer conference in early 2013, we introduced several key products, most notably the Goodyear Eagle Sport All-Season and Goodyear Wrangler All-Terrain Adventure tire lines, and several new Dunlop branded tires including the Sport Maxx Race, Sport Maxx RT, SP Winter Sport 4D and the Winter Maxx.

In EMEA, we launched the new Goodyear UltraGrip 8 Performance and Goodyear UltraGrip Ice Artic winter tires. For Dunlop, we also launched SportMaxx RT, which is an ultra-high performance summer tire, and Ice Touch, which is a winter studdable tire. We introduced the new Marathon Coach and UltraGrip Coach range of commercial Coach tires which are focused on addressing the specific segment needs of comfort, mileage and traction. We also launched our new trailer tire for mixed service applications, part of the Max Technology family.

In Latin American Tire, we launched the Goodyear Eagle Excellence Aquamax - Ayrton Senna edition and Goodyear Assurance CS TripleTred All-Season. We also launched the Goodyear EfficientGrip SUV with QuietTred Technology and the Goodyear Eagle F1 Asymmetric 2. For commercial, we launched CityMax, a new tire for city service applications that is designed to deliver improved treadwear performance.

In Asia Pacific Tire, we launched the Goodyear EfficientGrip SUV. In addition, we successfully produced our first winter tire range, the Goodyear Ultra Grip Ice + for the northern Asia markets. In Australia, we launched the Dunlop Sport Maxx RT. We also launched new commercial vehicle 200 series steer and drive tires in China. These are Goodyear's first commercial tires (for heavy-duty trucks and large buses) designed and manufactured specifically for the Chinese market.

## **Outlook**

We continue to expect long-term growth in the global tire industry, but at a slower pace near-term due primarily to continued economic weakness in Europe. For the full year of 2013 in North America, we expect consumer replacement to be flat to up 2%, consumer original equipment to be up approximately 5%, and commercial replacement and original equipment to be flat. For the full year in Europe, we expect consumer replacement to be flat to up 2%, consumer original equipment to be down approximately 5%, commercial replacement to be up approximately 5%, and commercial original equipment to be flat to up 5%. We expect that our full-year tire unit volume for 2013 will reflect a low single digit percentage growth rate compared to 2012.

For the full year of 2013, we expect our raw material costs will be lower than 2012 and expect to realize a net benefit from raw material costs and price and product mix. However, natural and synthetic rubber prices and other commodity prices have experienced significant volatility, and this estimate could change significantly based on fluctuations in the cost of these and other key raw materials. In order to mitigate some of the impact of raw material costs, we are continuing to focus on price and product mix, to substitute lower cost materials where possible and to work to identify additional substitution opportunities, to reduce the amount of material required in each tire, and to pursue alternative raw materials including innovative bio-based materials. However, during periods of rapidly rising raw material costs, we may not be able to fully offset those raw material cost increases through the use of these strategies, although we remain confident in our ability to do so over the longer term.

We have announced the exit of the farm tire business in EMEA and the closure of one of our Amiens, France manufacturing facilities. These actions would eliminate approximately six million units of high-cost physical capacity, although we currently produce approximately 1.3 million tires per year at the Amiens, France manufacturing facility. These actions are expected to improve EMEA operating income by approximately \$75 million annually, as compared to 2012 results, following the closure. As the required consultation process has just begun, we are not able to currently estimate the timing of plan completion.

We do not expect to be significantly impacted by incremental unabsorbed fixed costs in 2013. We also expect cost savings to offset general inflation in 2013.

See "Item 1A. Risk Factors" at page 11 for a discussion of the factors that may impact our business, results of operations, financial condition or liquidity and "Forward-Looking Information — Safe Harbor Statement" at page 51 for a discussion of our use of forward-looking statements.

## **RESULTS OF OPERATIONS — CONSOLIDATED**

*All per share amounts are diluted and refer to Goodyear net income (loss) available to common shareholders.*

### **2012 Compared to 2011**

For the year ended December 31, 2012, Goodyear net income was \$212 million, compared to net income of \$343 million in 2011. For the year ended December 31, 2012, Goodyear net income available to common shareholders was \$183 million, or \$0.74 per share, reflecting \$29 million of preferred stock dividends, compared to Goodyear net income available to common shareholders of \$321 million, or \$1.26 per share, reflecting \$22 million of preferred stock dividends, in 2011.

#### **Net Sales**

Net sales in 2012 of \$21.0 billion decreased \$1.8 billion, or 7.8%, compared to 2011 due primarily to lower tire volume of \$1,639 million, unfavorable foreign currency translation of \$766 million, primarily in EMEA, and \$489 million in lower sales in other tire-related businesses, primarily due to lower sales of chemical products in North American Tire. These decreases were partially offset by improved price and product mix of \$1,223 million. Consumer and commercial net sales in 2012 were \$11.4 billion and \$4.2 billion, respectively. Consumer and commercial net sales in 2011 were \$12.1 billion and \$4.6 billion, respectively.

The following table presents our tire unit sales for the periods indicated:

<i>(In millions of tires)</i>	Year Ended December 31,		
	2012	2011	% Change
<b>Replacement Units</b>			
North American Tire (U.S. and Canada)			
International	44.5	50.0	(11.0)%
<b>Total</b>	69.9	82.2	(15.0)%
	<b>114.4</b>	<b>132.2</b>	<b>(13.5)%</b>
<b>OE Units</b>			
North American Tire (U.S. and Canada)			
International	18.1	16.0	12.8 %
<b>Total</b>	31.5	32.4	(2.8)%
	<b>49.6</b>	<b>48.4</b>	<b>2.4 %</b>
<b>Goodyear worldwide tire units</b>	<b>164.0</b>	<b>180.6</b>	<b>(9.2)%</b>

The decrease in worldwide tire unit sales of 16.6 million units, or 9.2%, compared to 2011, included a decrease of 17.8 million replacement units, or 13.5%, due primarily to a decrease in the consumer replacement business in EMEA as a result of economic weakness and uncertainty in the region and increased competition, and in North American Tire, primarily due to lower industry demand and decreased sales of lower end consumer products, partially offset by an increase of 1.2 million OE units, or 2.4%, primarily in North American Tire. North American Tire OE tire volume increased 2.1 million units, or 12.8%, primarily in our consumer business. Consumer and commercial unit sales in 2012 were 149.2 million and 12.8 million, respectively. Consumer and commercial unit sales in 2011 were 163.6 million and 14.8 million, respectively.

### Cost of Goods Sold

Cost of goods sold (“CGS”) was \$17.2 billion in 2012, decreasing \$1.7 billion, or 8.8%, compared to 2011. CGS was 81.8% of sales in 2012 compared to 82.7% of sales in 2011. CGS in 2012 decreased due to lower tire volume of \$1,344 million, favorable foreign currency translation of \$620 million, and lower costs in other tire-related businesses of \$488 million, primarily due to lower sales of chemical products in North American Tire, partially offset by increased conversion costs of \$437 million, higher raw material costs of \$327 million, and product mix-related manufacturing cost increases of \$206 million. The higher conversion costs were caused primarily by higher under-absorbed fixed overhead costs of approximately \$232 million due to lower production volume, primarily in EMEA, net of cost savings of approximately \$80 million from the closure of our Union City, Tennessee manufacturing facility (“Union City”); incremental start-up expenses for our new manufacturing facility in Pulandian, China of \$21 million; and inflationary cost increases. CGS in 2012 included charges for accelerated depreciation and asset write-offs of \$21 million (\$16 million after-tax or \$0.06 per share) related to the closure of our Dalian, China manufacturing facility. CGS in 2012 also included \$9 million (\$6 million after-tax or \$0.03 per share) in settlement charges related to a United Kingdom pension plan, the impact of a strike in South Africa of \$6 million (\$6 million after-tax or \$0.02 per share), and \$4 million (\$4 million after-tax or \$0.02 per share) in charges related to repairs for 2011 tornado damage at our manufacturing facility in Fayetteville, North Carolina. CGS benefited from savings from rationalization plans of \$105 million.

CGS was \$18.8 billion in 2011. CGS in 2011 included charges for accelerated depreciation and asset write-offs of \$50 million (\$48 million after-tax or \$0.18 per share) related to the closure of Union City and \$4 million (\$4 million after-tax or \$0.01 per share) in charges related to tornado damage at our manufacturing facility in Fayetteville, North Carolina.

### Selling, Administrative and General Expense

Selling, administrative and general expense (“SAG”) was \$2.7 billion in 2012, decreasing \$104 million, or 3.7%, compared to 2011. The decrease in SAG was primarily driven by favorable foreign currency translation of \$112 million and lower advertising expenses of \$36 million, which were partially offset by increased wages and benefits of \$17 million, increased warehousing costs of \$12 million and inflationary cost increases. SAG benefited from savings from rationalization plans of \$13 million. SAG in 2012 was 12.9% of sales, compared to 12.4% in 2011.

### Rationalizations

To maintain global competitiveness, we have implemented rationalization actions over the past several years to reduce excess and high-cost manufacturing capacity and to reduce selling, administrative and general expenses through associate headcount reductions. We recorded net rationalization charges of \$175 million in 2012 (\$141 million after-tax or \$0.57 per share).

Rationalization actions initiated in 2012 consisted primarily of headcount reductions in EMEA, primarily related to the announced closure of one of our Amiens, France manufacturing facilities, and in North American Tire.

We recorded net rationalization charges of \$103 million in 2011 (\$95 million after-tax or \$0.35 per share). Rationalization actions initiated in 2011 primarily related to headcount reductions in EMEA and Asia Pacific Tire and actions in connection with the relocation of our manufacturing facility in Dalian, China to Pulandian, China.

Upon completion of the 2012 plans, we estimate that annual segment operating income will improve by approximately \$152 million (\$103 million CGS and \$49 million SAG). The savings realized in 2012 for the 2012 plans totaled \$5 million (\$1 million CGS and \$4 million SAG). In addition, incremental savings realized in 2012 for prior years' plans totaled \$93 million (\$84 million CGS and \$9 million SAG).

For further information, refer to the Note to the Consolidated Financial Statements No. 2, Costs Associated with Rationalization Programs.

### **Interest Expense**

Interest expense was \$357 million in 2012, increasing \$27 million from \$330 million in 2011. The increase relates primarily to higher average debt balances of \$5,606 million in 2012 compared to \$5,411 million in 2011 and an increase in average interest rates to 6.37% in 2012 from 6.10% in 2011. In addition, we recorded an adjustment of \$13 million of expense in 2012 to correct capitalized interest recorded in prior periods.

### **Other Expense**

Other Expense in 2012 was \$139 million, increasing \$66 million from \$73 million in 2011. Financing fees in 2012 of \$156 million included a first quarter charge of \$86 million (\$86 million after-tax or \$0.35 per share) related to the redemption of \$650 million in aggregate principal amount of our outstanding 10.5% senior notes due 2016, of which \$59 million related to a cash premium paid on the redemption and \$27 million related to the write-off of deferred financing fees and unamortized discount. Also included was a charge of \$24 million (\$24 million after-tax or \$0.10 per share), primarily related to the amendment and restatement of our U.S. second lien term loan facility in the second quarter. Financing fees in 2011 of \$89 million included \$53 million (\$53 million after-tax or \$0.20 per share) related to the redemption of \$350 million aggregate principal amount of our outstanding 10.5% senior notes due 2016, of which \$37 million related to a cash premium paid on the redemption and \$16 million related to the write-off of deferred financing fees and unamortized discount.

Net gains on asset sales were \$25 million (\$20 million after-tax or \$0.08 per share) in 2012 compared to net gains on asset sales of \$16 million (\$8 million after-tax or \$0.03 per share) in 2011. Net gains in 2012 related primarily to the sale of property in North American Tire, the sale of a minority interest in a retail business in EMEA and the sale of certain assets related to our bias truck tire business in Latin American Tire. Net gains in 2011 related primarily to the sale of land in Malaysia and the sale of the farm tire business in Latin America.

The 2012 period also included a charge of \$25 million (\$25 million after-tax or \$0.10 per share) related to certain labor claims related to a previously closed facility in EMEA. The 2011 period included charges of \$13 million for an asbestos accrual adjustment related to prior periods and \$9 million for an insurance deductible related to flood damage to our manufacturing facility in Thailand.

For further information, refer to the Note to the Consolidated Financial Statements No. 4, Other Expense. For further information relating to the 2011 Thailand flood, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Segment Information — Asia Pacific Tire."

### **Income Taxes**

Tax expense in 2012 was \$203 million on income before income taxes of \$440 million. For 2011, tax expense was \$201 million on income before income taxes of \$618 million. The difference between our effective tax rate and the U.S. statutory rate was primarily due to our continuing to maintain a full valuation allowance against our Federal and state and certain foreign deferred tax assets and the adjustments discussed below.

Income tax expense in 2012 included discrete net tax charges of \$19 million (\$17 million after minority or \$0.07 per share) due primarily to increased tax reserves for prior years. Income tax expense in 2011 included net tax benefits of \$36 million (\$42 million after minority or \$0.16 per share). The 2011 net tax benefit included a \$64 million benefit from the release of a valuation allowance on our Canadian operations, which was released as a result of cumulatively profitable operations in the prior three years and projected future income sufficient to fully realize the deferred tax assets, and a \$24 million charge related to the settlement of prior tax years and to increased tax reserves as a result of negative tax court rulings in a foreign jurisdiction.

Our losses in various taxing jurisdictions in recent periods represented sufficient negative evidence to require us to maintain a full valuation allowance against certain of our net deferred tax assets. In certain foreign locations, it is reasonably possible that sufficient positive evidence required to release all, or a portion, of these valuation allowances within the next 12 months will exist, however, we do not expect these possible one-time tax benefits to have a significant impact on our financial position or results of operation.

The American Taxpayer Relief Act of 2012, signed into law on January 2, 2013, retroactively adopts certain taxpayer relief provisions that are not reflected in our 2012 financial statements as enactment took place in 2013. The changes include a refundable alternative minimum tax provision that entitles us to a \$7 million refund of our alternative minimum tax carryforwards in 2014. We will record this tax benefit in the first quarter of 2013. The act also reinstates the research and development credit and certain other foreign dividend provisions that will change the components of our deferred taxes. However, these changes will not affect tax expense as we have a full valuation allowance recorded against our U.S. deferred tax assets.

For further information, refer to the Note to the Consolidated Financial Statements No. 5, Income Taxes.

### **Minority Shareholders' Net Income**

Minority shareholders' net income was \$25 million in 2012, compared to \$74 million in 2011. The decrease was due primarily to lower earnings in our joint venture in Europe.

### **2011 Compared to 2010**

For the year ended December 31, 2011, Goodyear net income was \$343 million, compared to a Goodyear net loss of \$216 million in 2010. For the year ended December 31, 2011, Goodyear net income available to common shareholders was \$321 million, or \$1.26 per share, reflecting \$22 million of preferred stock dividends, compared to a Goodyear net loss available to common shareholders of \$216 million, or \$0.89 per share, in 2010.

### **Net Sales**

Net sales in 2011 of \$22.8 billion increased \$3.9 billion, or 20.9%, compared to 2010 due primarily to favorable changes in price and product mix of \$2.6 billion, increased sales in other tire-related businesses of \$875 million, primarily in North American Tire's third party sales of chemical products, and \$599 million due to favorable foreign currency translation. Consumer and commercial net sales in 2011 were \$12.1 billion and \$4.6 billion, respectively. Consumer and commercial net sales in 2010 were \$10.3 billion and \$3.5 billion, respectively.

The following table presents our tire unit sales for the periods indicated:

	Year Ended December 31,		
	2011	2010	% Change
<b>(In millions of tires)</b>			
<b>Replacement Units</b>			
North American Tire (U.S. and Canada)	50.0	50.8	(1.6)%
International	82.2	82.2	— %
<b>Total</b>	<b>132.2</b>	<b>133.0</b>	<b>(0.7)%</b>
<b>OE Units</b>			
North American Tire (U.S. and Canada)	16.0	15.9	1.3 %
International	32.4	31.9	1.6 %
<b>Total</b>	<b>48.4</b>	<b>47.8</b>	<b>1.5 %</b>
<b>Goodyear worldwide tire units</b>	<b>180.6</b>	<b>180.8</b>	<b>(0.1)%</b>

The decrease in worldwide tire unit sales of 0.2 million units, or 0.1%, compared to 2010, included a decrease of 0.8 million replacement units, or 0.7%, due primarily to a decrease in the consumer replacement business in North American Tire due to lower industry demand and a decrease in Latin American Tire, primarily in consumer replacement, partially offset by an increase of 0.6 million units, or 1.5%, in OE units, primarily in EMEA. EMEA OE volume increased 1.1 million units, or 6.7%, due to increased demand in both our consumer and commercial businesses due to increased vehicle production. Consumer and commercial units in 2011 were 163.6 million and 14.8 million, respectively. Consumer and commercial units in 2010 were 164.4 million and 14.0 million, respectively.

## **Cost of Goods Sold**

CGS was \$18.8 billion in 2011, increasing \$3.4 billion, or 21.8%, compared to 2010. CGS was 82.7% of sales in 2011 compared to 82.1% in 2010. CGS in 2011 increased due primarily to higher raw material costs of \$1.8 billion, higher costs in other tire-related businesses of \$826 million, primarily in North American Tire's cost of chemical products, unfavorable foreign currency translation of \$453 million, and product mix-related cost increases of \$229 million. CGS was favorably impacted by decreased conversion costs of \$19 million. The lower conversion costs were caused primarily by lower under-absorbed fixed overhead costs of \$195 million due to higher production volume and savings from rationalization plans of \$55 million, which were partially offset by incremental start-up costs for our new manufacturing facility in Pulandian, China of \$40 million, inflationary cost increases and higher profit sharing costs in North American Tire of \$55 million. CGS in 2011 included \$4 million (\$4 million after-tax or \$0.01 per share) in charges related to tornado damage at our manufacturing facility in Fayetteville, North Carolina. CGS in 2011 also included charges for accelerated depreciation and asset write-offs of \$50 million (\$48 million after-tax or \$0.18 per share). The increase in accelerated depreciation and asset write-offs in 2011 was due primarily to the closure of Union City.

CGS was \$15.5 billion in 2010. CGS in 2010 included charges for accelerated depreciation and asset write-offs of \$15 million (\$11 million after-tax or \$0.05 per share). CGS in 2010 also included gains from supplier settlements of \$12 million (\$8 million after-tax or \$0.03 per share), expense due to a supplier disruption of \$4 million (\$4 million after-tax or \$0.02 per share), a one-time importation cost adjustment of \$3 million (\$3 million after-tax or \$0.01 per share), and the impact of a strike in South Africa of \$3 million (\$3 million after-tax or \$0.01 per share).

## **Selling, Administrative and General Expense**

SAG was \$2.8 billion in 2011, increasing \$192 million, or 7.3%, compared to 2010. SAG increased due primarily to unfavorable foreign currency translation of \$89 million, higher advertising and marketing expenses of \$79 million, increased wages and benefits of \$77 million, and increased warehousing costs of \$13 million. Lower general and product liability expense of \$52 million in North American Tire served to partially offset the increase. SAG benefited from savings from rationalization plans of \$20 million. SAG in 2010 included an insurance recovery of \$8 million (\$8 million after-tax or \$0.03 per share). SAG in 2011 was 12.4% of sales, compared to 14.0% in 2010.

## **Rationalizations**

We recorded net rationalization charges of \$103 million in 2011. Rationalization actions initiated in 2011 primarily related to headcount reductions in EMEA and Asia Pacific Tire and actions in connection with the relocation of our manufacturing facility in Dalian, China to Pulandian, China.

We recorded net rationalization charges of \$240 million in 2010. Rationalization actions initiated in 2010 consisted of the plan to close Union City, the consolidation of several warehouses in North American Tire, an increase in costs related to the discontinuation of consumer tire production at one of our facilities in Amiens, France, and the closure of a manufacturing facility in Taiwan.

For further information, refer to the Note to the Consolidated Financial Statements No. 2, Costs Associated with Rationalization Programs.

## **Interest Expense**

Interest expense was \$330 million in 2011, increasing \$14 million from \$316 million in 2010. The increase relates primarily to higher average debt balances of \$5,411 million in 2011 compared to \$4,701 million in 2010, partially offset by a decrease in average interest rates of 6.10% in 2011 compared to 6.72% in 2010.

## **Other Expense**

Other Expense in 2011 was \$73 million, improving \$113 million from \$186 million in 2010. Net foreign currency exchange losses in 2011 were \$27 million compared to \$159 million in 2010. The 2010 period included a first quarter foreign exchange loss of \$110 million (\$99 million after-tax or \$0.41 per share) resulting from the January 8, 2010 devaluation of the Venezuelan bolívar fuerte against the U.S. dollar and a fourth quarter foreign exchange loss of \$24 million (\$20 million after-tax or \$0.08 per share) in connection with the January 1, 2011 elimination of the two-tier exchange rate structure, which was announced by the Venezuelan government in December 2010. For further discussion on Venezuela, refer to "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations -- Liquidity and Capital Resources -- Overview." Foreign currency exchange also reflected net gains and losses resulting from the effect of exchange rate changes on various foreign currency transactions worldwide.

Financing fees in 2011 of \$89 million included \$53 million related to the redemption of \$350 million aggregate principal amount of our outstanding 10.5% senior notes due 2016, of which \$37 million related to a cash premium paid on the redemption and \$16 million related to the write-off of deferred financing fees and unamortized discount.

Net gains on asset sales were \$16 million in 2011 compared to net gains on asset sales of \$73 million (\$48 million after-tax or \$0.20 per share) in 2010. Net gains in 2011 related primarily to the sale of land in Malaysia and the sale of the farm tire business in Latin America. Net gains in 2010 related primarily to the sale of a closed manufacturing facility in Taiwan and land in Thailand and the recognition of a deferred gain from the sale of a warehouse in Guatemala in 2008.

The 2011 period also included charges of \$13 million for an asbestos accrual adjustment related to prior periods and \$9 million for the insurance deductible related to flood damage to our manufacturing facility in Thailand. The 2010 period also included a charge of \$25 million related to a claim regarding the use of value-added tax credits in prior years.

For further information, refer to the Note to the Consolidated Financial Statements No. 4, Other Expense.

### **Income Taxes**

Tax expense in 2011 was \$201 million on income before income taxes of \$618 million. For 2010, tax expense was \$172 million on income before income taxes of \$8 million primarily driven by a U.S. loss of \$529 million with no tax benefit. For the year ending December 31, 2010, our income tax expense or benefit was allocated among operations and items charged or credited directly to shareholders' equity. Pursuant to this allocation requirement, a \$9 million non-cash tax benefit was allocated to the loss from our U.S. operations, with offsetting tax expense allocated to items, primarily attributable to employee benefits, charged directly to shareholders' equity. Income tax expense in 2011 also included net tax benefits of \$36 million. The 2011 net tax benefit included a \$64 million benefit from the release of a valuation allowance on our Canadian operations, which was released as a result of cumulatively profitable operations in the prior three years and projected future income sufficient to fully realize the deferred tax assets, and a \$24 million charge related to the settlement of prior tax years and to increased tax reserves as a result of negative tax court rulings in a foreign jurisdiction. Income tax expense in 2010 included net tax benefits of \$33 million related to a \$16 million benefit for enacted tax law changes and \$20 million of tax benefits related to the settlement of tax audits and the expiration of statutes of limitations in multiple tax jurisdictions.

For further information, refer to the Note to the Consolidated Financial Statements No. 5, Income Taxes.

### **Minority Shareholders' Net Income**

Minority shareholders' net income was \$74 million in 2011, compared to \$52 million in 2010. The increase was due primarily to increased earnings in our joint venture in Europe.

## **RESULTS OF OPERATIONS — SEGMENT INFORMATION**

Segment information reflects our strategic business units ("SBUs"), which are organized to meet customer requirements and global competition and are segmented on a regional basis.

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

Total segment operating income was \$1,248 million in 2012, \$1,368 million in 2011 and \$917 million in 2010. Total segment operating margin (segment operating income divided by segment sales) in 2012 was 5.9%, compared to 6.0% in 2011 and 4.9% in 2010.

Management believes that total segment operating income is useful because it represents the aggregate value of income created by our SBUs and excludes items not directly related to the SBUs for performance evaluation purposes. Total segment operating income is the sum of the individual SBUs' segment operating income. Refer to the Note to the Consolidated Financial Statements No. 7, Business Segments, for further information and for a reconciliation of total segment operating income to Income before Income Taxes.

## North American Tire

(In millions)	Year Ended December 31,		
	2012	2011	2010
Tire Units	62.6	66.0	66.7
Net Sales	\$ 9,666	\$ 9,859	\$ 8,205
Operating Income	514	276	18
Operating Margin	5.3%	2.8%	0.2%

### 2012 Compared to 2011

North American Tire unit sales in 2012 decreased 3.4 million units, or 5.2%, to 62.6 million units. The decrease was primarily related to a reduction in replacement tire volume of 5.5 million units, or 11.0%, primarily in our consumer business, reflecting lower industry demand and decreased sales of lower end consumer products. Increased OE tire volume, primarily in our consumer business, of 2.1 million units, or 12.8%, primarily related to improved industry conditions, partially offset this decrease.

Net sales in 2012 were \$9,666 million, decreasing \$193 million, or 2.0%, compared to \$9,859 million in 2011. Price and product mix improvement of \$500 million was more than offset by decreased sales in other tire-related businesses of \$354 million, primarily related to a decrease in the price and volume of third party sales of chemical products, and lower sales volume of \$329 million.

Operating income in 2012 was \$514 million, improving \$238 million from \$276 million in 2011. Price and product mix improved \$498 million, which exceeded material cost increases of \$127 million. This improvement was partially offset by increased conversion costs of \$67 million, lower volume of \$38 million, increased SAG expense of \$7 million and unfavorable foreign currency translation of \$2 million. Decreased profits in our other tire-related businesses of \$5 million, driven by a decrease in the price and volume of third party sales of chemical products, also negatively impacted operating income. Higher conversion costs were driven by \$105 million of increased under-absorbed overhead costs resulting from lower production volumes as well as increased pension expense and inflationary cost increases, partially offset by \$80 million in rationalization savings, primarily due to the closure of Union City in July 2011. SAG expenses included savings from rationalization plans of \$3 million.

Operating income in 2012 excluded net rationalization charges of \$43 million and charges for accelerated depreciation and asset write-offs of \$1 million, primarily related to the closure of Union City, and net gains on asset sales of \$9 million. Operating income in 2011 excluded net rationalization charges of \$72 million and charges for accelerated depreciation and asset write-offs of \$43 million, primarily related to the closure of Union City, and net losses on asset sales of \$2 million.

### 2011 Compared to 2010

North American Tire unit sales in 2011 decreased 0.7 million units, or 0.9%, to 66.0 million units. The decrease was primarily related to a decrease in replacement volume of 0.8 million units, or 1.6%, primarily in our consumer business reflecting lower industry demand. OE volume remained relatively flat with increases in our commercial business offsetting decreases in our consumer business.

Net sales in 2011 were \$9,859 million, increasing \$1,654 million, or 20.2%, compared to \$8,205 million in 2010 due primarily to improved price and product mix of \$1,000 million, increased sales in other tire-related businesses of \$677 million, primarily related to an increase in the price and volume of third party sales of chemical products, and favorable foreign currency translation of \$28 million. Lower sales volume of \$54 million partially offset these improvements.

Operating income in 2011 was \$276 million, improving \$258 million from \$18 million in 2010. Price and product mix improved \$883 million, which more than offset raw material cost increases of \$706 million. Operating income also benefited from decreased SAG expenses of \$53 million, increased operating income in our other tire-related businesses of \$30 million driven by increased profits for our aviation products and in our retail tire businesses, and favorable foreign currency translation of \$12 million. Conversion costs, which were flat compared to the prior year, benefited from lower under-absorbed fixed overhead costs of approximately \$96 million due to higher production volume and decreased pension expense of \$35 million. These benefits were offset by higher profit sharing costs of \$55 million, increased workers compensation of \$15 million, and inflation. Lower volume of \$5 million served to partially offset the improvement in operating income. The decrease in SAG expense was driven by lower general and product liability expenses of \$52 million. Conversion costs and SAG expenses included savings from rationalization plans of \$16 million and \$11 million, respectively.

Operating income in 2011 excluded net rationalization charges of \$72 million and charges for accelerated depreciation and asset write-offs of \$43 million, primarily related to the closure of Union City, and net losses on asset sales of \$2 million. Operating

income in 2010 excluded net rationalization charges of \$184 million and charges for accelerated depreciation and asset write-offs of \$2 million, primarily related to the closure of Union City, and net gains on asset sales of \$2 million.

### **Europe, Middle East and Africa Tire**

(In millions)	Year Ended December 31,		
	2012	2011	2010
Tire Units	62.7	74.3	72.0
Net Sales	\$ 6,884	\$ 8,040	\$ 6,407
Operating Income	252	627	319
Operating Margin	3.7%	7.8%	5.0%

#### ***2012 Compared to 2011***

Europe, Middle East and Africa Tire unit sales in 2012 decreased 11.6 million units, or 15.6%, to 62.7 million units. Replacement tire volume decreased 10.4 million units, or 18.3%, primarily in the consumer business, due to economic weakness and uncertainty in the region, which slowed retail demand, aggressive competition and high trade inventory levels following weak dealer seasonal tire sales. OE tire volume decreased 1.2 million units, or 6.7%, due primarily to economic weakness and uncertainty in the region which led to decreased industry demand in both our consumer and commercial businesses.

Net sales in 2012 were \$6,884 million, decreasing \$1,156 million, or 14.4%, compared to \$8,040 million in 2011. Net sales decreased due primarily to lower tire volume of \$1,155 million and unfavorable foreign currency translation of \$507 million. These decreases were partially offset by improved price and product mix of \$499 million.

Operating income in 2012 was \$252 million, decreasing \$375 million, or 59.8%, compared to \$627 million in 2011. Operating income decreased due primarily to higher conversion costs of \$267 million, lower tire volume of \$225 million and unfavorable foreign currency translation of \$15 million. The overall decrease was partially offset by improved price and product mix of \$303 million, which exceeded higher raw material costs of \$168 million. Conversion costs increased due primarily to higher under-absorbed fixed overhead costs of \$194 million due to lower production volume, production inefficiencies and other inflationary cost increases. Conversion costs and SAG expenses included savings from rationalization plans of \$3 million and \$9 million, respectively.

Operating income included a \$29 million charge for a contractual obligation under an offtake agreement for tires. Although the agreement continues in future years, we do not expect to incur similar charges going forward due to changes to the agreement made in the fourth quarter of 2012.

Operating income in 2012 excluded net rationalization charges of \$100 million, primarily related to the announced exit of our farm tire business in EMEA and closure of one of our Amiens, France manufacturing facilities, charges of \$25 million related to certain labor claims with respect to a previously closed facility, and net gains on asset sales of \$9 million. Operating income in 2011 excluded net rationalization charges of \$15 million and net gains on asset sales of \$1 million.

EMEA's results are highly dependent upon Germany, which accounted for approximately 37% of EMEA's net sales in 2012 and 2011. Accordingly, results of operations in Germany are expected to continue to have a significant impact on EMEA's future performance. The announced exit of our farm tire business in EMEA and closure of one of our Amiens, France manufacturing facilities are expected to improve EMEA operating income by approximately \$75 million annually, as compared to 2012 results, following the closure. As the required consultation process has just begun, we are not able to currently estimate the timing of plan completion.

#### ***2011 Compared to 2010***

Europe, Middle East and Africa Tire unit sales in 2011 increased 2.3 million units, or 3.2%, to 74.3 million units. Replacement volume increased 1.2 million units, or 2.2%, primarily in the consumer business, due to improved economic conditions during the first nine months of the year and strong winter tire sales. OE volume increased 1.1 million units, or 6.7%, driven by increased demand in both our consumer and commercial businesses due to increased vehicle production.

Net sales in 2011 were \$8,040 million, increasing \$1,633 million, or 25.5%, compared to \$6,407 million in 2010, due primarily to improved price and product mix of \$1,031 million and higher volume of \$170 million. These increases were accompanied by favorable foreign currency translation of \$342 million and higher sales by other tire-related businesses of \$90 million, primarily in our retail and retread businesses.

Operating income in 2011 was \$627 million, increasing \$308 million, or 96.6%, compared to \$319 million in 2010, due primarily to improved price and product mix of \$930 million which offset higher raw material costs of \$651 million, lower conversion costs of \$79 million, increased volume of \$34 million and favorable foreign currency translation of \$24 million. Conversion costs decreased due primarily to lower under-absorbed fixed overhead costs of \$89 million due to higher production volume partially offset by increases in wages and general inflation. Operating income was unfavorably affected by higher SAG expenses of \$91 million. SAG expenses increased primarily due to increased advertising and marketing expenses of \$66 million, higher wages and benefits of \$25 million and increased warehousing costs of \$13 million. Conversion costs and SAG expenses included savings from rationalization plans of \$17 million and \$5 million, respectively.

Operating income in 2011 excluded net rationalization charges of \$15 million and net gains on asset sales of \$1 million. Operating income in 2010 excluded net rationalization charges of \$41 million, net gains on asset sales of \$6 million and charges for accelerated depreciation and asset write-offs of \$1 million.

### **Latin American Tire**

<i>(In millions)</i>	Year Ended December 31,		
	2012	2011	2010
Tire Units	18.1	19.8	20.7
Net Sales	\$ 2,085	\$ 2,472	\$ 2,158
Operating Income	223	231	330
Operating Margin	10.7%	9.3%	15.3%

#### **2012 Compared to 2011**

Latin American Tire unit sales in 2012 decreased 1.7 million units, or 8.4%, to 18.1 million units. Replacement tire volume decreased 1.2 million units, or 8.9%, and OE tire volume decreased 0.5 million units, or 7.4%, driven primarily by increased competition and lower industry volume. Approximately 0.4 million and 0.1 million of the total unit decline was attributable to the May 2012 sale of our bias truck tire business in certain countries and the April 2011 divestiture of our farm tire business, respectively.

Net sales in 2012 were \$2,085 million, decreasing \$387 million, or 15.7%, from \$2,472 million in 2011. Net sales decreased due primarily to unfavorable foreign currency translation of \$194 million, mainly in Brazil, lower tire volume of \$174 million, lower sales by other tire-related businesses of \$101 million, the sale of the bias truck tire business of \$70 million, and the divestiture of the farm tire business of \$33 million. These decreases were partially offset by improved price and product mix of \$185 million.

Operating income in 2012 was \$223 million, decreasing \$8 million, or 3.5%, from \$231 million in 2011. Operating income decreased due primarily to higher conversion costs of \$59 million, lower tire volume of \$38 million, higher SAG expenses of \$16 million, lower operating income from other tire-related businesses of \$9 million, unfavorable foreign currency translation of \$6 million and the divestiture of the farm tire business of \$3 million. These decreases were partially offset by improved price and product mix of \$171 million, which more than offset increased raw material costs of \$54 million, and higher operating income from intersegment sales of \$5 million. The higher conversion costs were primarily driven by increased wages and benefit costs and higher under-absorbed fixed overhead costs of \$12 million on lower volume. Conversion costs included savings from rationalization plans of \$8 million. The increase in SAG expenses is primarily driven by increased wages and benefits of \$12 million and higher warehousing expense.

Operating income in 2012 excluded net rationalization charges of \$6 million and net gains on asset sales of \$4 million. Operating income in 2011 excluded net gains on asset sales of \$4 million.

Latin American Tire's results are highly dependent upon Brazil, which accounted for 51% and 58% of Latin American Tire's net sales in 2012 and 2011, respectively. Lower operating income in Brazil in 2012, primarily due to increased competition from Asian imports, increased raw material costs and inflationary cost increases, drove the year over year decline in segment operating income in 2012.

Goodyear Venezuela also contributed a significant portion of Latin American Tire's sales and operating income in 2012 and 2011. On February 8, 2013, the Venezuelan government announced the devaluation of its currency, the bolivar fuerte, effective February 13, 2013. The announcement indicated that the official exchange rate would be changed from 4.3 bolivares fuertes to each U.S. dollar to 6.3 bolivares fuertes to each U.S. dollar. As a result, we expect to record a charge in the first quarter of 2013 in Other Expense and, therefore, excluded from segment operating income in connection with the remeasurement of our balance sheet to reflect the devaluation. If calculated at the announced official exchange rate of 6.3, the charge is expected to be approximately \$100 million, net of tax. For further information see "Item 1. Business — Recent Developments," "Item 1A. Risk Factors" and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Overview" in this Form 10-K.

### ***2011 Compared to 2010***

Latin American Tire unit sales in 2011 decreased 0.9 million units, or 4.8%, to 19.8 million units. Replacement tire volume decreased 0.9 million units, or 7.0%, primarily in the lower end of the consumer tire market due to competition from increased imports of tires from Asia, while OE tire volume was flat.

Net sales in 2011 were \$2,472 million, increasing \$314 million, or 14.6%, from \$2,158 million in 2010. Net sales increased due primarily to improved price and product mix of \$296 million, increased sales by other tire-related businesses of \$99 million and favorable foreign currency translation of \$82 million, mainly in Brazil. These increases were partially offset by lower volume of \$97 million and the divestiture of the farm tire business, which reduced sales by \$67 million.

Operating income in 2011 was \$231 million, decreasing \$99 million, or 30.0%, from \$330 million in 2010. Operating income decreased due primarily to higher conversion costs of \$61 million, lower tire volume of \$30 million, the impact of the April 1, 2011 farm tire business divestiture of \$25 million, and higher SAG expenses of \$19 million, primarily driven by increased wages and benefits of \$12 million and equity-based taxes of \$5 million. These decreases were partially offset by improved price and product mix of \$266 million, which more than offset increased raw material costs of \$249 million, favorable foreign currency translation of \$4 million, higher operating income from other tire-related businesses of \$3 million and higher operating income from intersegment sales. The higher conversion costs were primarily driven by wage inflation, a depreciation adjustment related to prior periods of \$8 million, an increase of \$5 million driven by a first quarter 2010 adjustment of a legal claim reserve for payroll taxes, and ramp-up costs related to the expansion of our manufacturing facility in Chile. Conversion costs included lower under-absorbed fixed overhead costs of approximately \$16 million. Conversion costs and SAG expenses included savings from rationalization plans of \$22 million and \$4 million, respectively.

Operating income in 2011 excluded net gains on asset sales of \$4 million. Operating income in 2010 excluded a charge of \$25 million related to a claim regarding the use of value-added tax credits in prior periods, net gains on asset sales of \$7 million, and net rationalization charges of \$5 million. In addition, a \$134 million foreign currency exchange loss in Venezuela was also excluded from operating income in 2010.

### ***Asia Pacific Tire***

<i>(In millions)</i>	<b>Year Ended December 31,</b>		
	<b>2012</b>	<b>2011</b>	<b>2010</b>
Tire Units	20.6	20.5	21.4
Net Sales	\$ 2,357	\$ 2,396	\$ 2,062
Operating Income	259	234	250
Operating Margin	11.0%	9.8%	12.1%

### ***2012 Compared to 2011***

Asia Pacific Tire unit sales in 2012 increased 0.1 million units, or 0.3%, to 20.6 million units. OE tire volume increased by 0.8 million units, or 9.8%, primarily in the consumer business while replacement tire volume decreased by 0.7 million units, or 5.9%. Increases in OE tire volume were primarily driven by growth in the consumer business in China and India, which more than offset declines in replacement tire volume driven primarily by a weakening environment in Australia and slowing economic conditions, primarily in India.

Net sales in 2012 were \$2,357 million, decreasing \$39 million, or 1.6%, from \$2,396 million in 2011, due primarily to unfavorable foreign currency translation of \$55 million driven by depreciation of the Indian rupee and lower sales in other-tire related businesses of \$39 million. Improved price and product mix of \$39 million and higher volume of \$19 million partially offset the decreases.

Operating income in 2012 was \$259 million, increasing \$25 million, or 10.7%, from \$234 million in 2011, due primarily to improved price and product mix of \$45 million, lower raw material costs of \$22 million, the timing of recognition of flood related losses in 2011 and net recoveries from insurance in 2012 of \$21 million, higher equity income from a Japanese joint venture of \$15 million and higher volume of \$6 million. These increases were partially offset by higher conversion costs of \$23 million, an increase in start-up expenses for our new manufacturing facility in Pulandian, China of approximately \$21 million, higher SAG costs of \$19 million, primarily to support sales growth in China, unfavorable foreign currency translation of \$11 million and lower income from other-tire related businesses of \$10 million, primarily related to retail tire operations.

Restoration of our facility in Thailand, which was closed following severe flooding in the fourth quarter of 2011, was substantially completed in the third quarter of 2012. In 2012, insurance recoveries exceeded costs and losses incurred, which increased Asia Pacific Tire's operating income by \$9 million. Asia Pacific Tire's operating income in 2011 was negatively impacted by \$12 million due to reduced volume and increased conversion costs. As a result of the timing of the recognition of costs and losses and related insurance recoveries, segment operating income improved by \$21 million in 2012 as compared to 2011. In 2012, on a consolidated basis, we recognized a net benefit of \$18 million (\$15 million after-tax or \$0.06 per share) due to insurance recoveries exceeding costs and losses incurred. In 2011, our consolidated results of operations were negatively affected by approximately \$21 million (\$16 million after-tax, or \$0.07 per share). As a result of the timing of the recognition of costs and losses and related insurance recoveries, pre-tax income improved by \$39 million in 2012 as compared to 2011. We expect further insurance recoveries as we finalize our claims.

Operating income in 2012 excluded net rationalization charges of \$26 million and charges for accelerated depreciation and asset write-offs of \$19 million, which primarily related to the closure of our Dalian, China manufacturing facility. In addition, operating income excluded net gains on asset sales of \$1 million in 2012.

Operating income in 2011 excluded net rationalization charges of \$16 million and charges for accelerated depreciation and asset write-offs of \$7 million, primarily related to the closure of our Dalian, China manufacturing facility. In addition, operating income excluded net gains on asset sales of \$9 million in 2011, due primarily to the sale of land in Malaysia.

Asia Pacific Tire's results are highly dependent upon Australia, which accounted for approximately 44% of Asia Pacific Tire's net sales in 2012 and 2011. Accordingly, results of operations in Australia are expected to continue to have a significant impact on Asia Pacific Tire's future performance. In 2013, decreases in start-up expenses at our new manufacturing facility in Pulandian, China are anticipated to improve Asia Pacific Tire's operating income by \$10 million to \$20 million compared to 2012.

### ***2011 Compared to 2010***

Asia Pacific Tire unit sales in 2011 decreased 0.9 million units, or 4.2%, to 20.5 million units. OE volume decreased by 0.6 million units, or 6.5%, primarily in the consumer business and replacement volume decreased by 0.3 million units, or 2.6%. Decreases in OE unit sales were primarily caused by supply disruptions at OE manufacturers as a result of the natural disaster in Japan as well as flooding in Thailand. Declines in replacement unit sales in Australia and New Zealand, which were affected by a continued weak retail environment, and in Thailand, which was impacted by flooding, more than offset increased replacement unit sales in China and India.

Net sales in 2011 were \$2,396 million, increasing \$334 million, or 16.2%, from \$2,062 million in the 2010 period, due primarily to improved price and product mix of \$258 million and foreign currency translation of \$147 million, primarily in Australia and China, which more than offset the impact of lower volume of \$64 million.

Operating income in 2011 was \$234 million, decreasing \$16 million, or 6.4%, from \$250 million in 2010, due primarily to an increase in start-up expenses for our new manufacturing facility in Pulandian, China of approximately \$40 million, higher conversion costs of \$13 million, lower volume of \$12 million, higher SAG costs of \$15 million and higher transportation costs of \$6 million. These impacts were partially offset by improved price and product mix of \$277 million, which more than offset higher raw material costs of \$216 million, and favorable foreign currency translation of \$17 million. The flooding of our factory in Thailand in the fourth quarter of 2011 reduced volume and increased conversion costs, which negatively impacted operating income by approximately \$12 million.

Operating income in 2011 and 2010 excluded net rationalization charges of \$16 million and \$11 million, respectively, and charges for accelerated depreciation and asset write-offs of \$7 million and \$12 million, respectively. In addition, operating income excluded net gains on asset sales of \$9 million in 2011, due primarily to the sale of land in Malaysia, and \$58 million in 2010, due primarily to the sale of a closed manufacturing facility in Taiwan and land in Thailand.

## CRITICAL ACCOUNTING POLICIES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and related notes to the financial statements. On an ongoing basis, management reviews its estimates, based on currently available information. Changes in facts and circumstances may alter such estimates and affect our results of operations and financial position in future periods. Our critical accounting policies relate to:

- general and product liability and other litigation,
- workers' compensation,
- recoverability of goodwill,
- deferred tax asset valuation allowances and uncertain income tax positions, and
- pensions and other postretirement benefits.

*General and Product Liability and Other Litigation.* We have recorded liabilities totaling \$298 million, including related legal fees expected to be incurred, for potential product liability and other tort claims, including asbestos claims, presently asserted against us at December 31, 2012. General and product liability and other litigation liabilities are recorded based on management's assessment that a loss arising from these matters is probable. If the loss can be reasonably estimated, we record the amount of the estimated loss. If the loss is estimated within a range and no point within the range is more probable than another, we record the minimum amount in the range. As additional information becomes available, any potential liability related to these matters is assessed and the estimates are revised, if necessary. Loss ranges are based upon the specific facts of each claim or class of claims and are determined after review by counsel. Court rulings on our cases or similar cases may impact our assessment of the probability and our estimate of the loss, which may have an impact on our reported results of operations, financial position and liquidity. We record receivables for insurance recoveries related to our litigation claims when it is probable that we will receive reimbursement from the insurer. Specifically, we are a defendant in numerous lawsuits alleging various asbestos-related personal injuries purported to result from alleged exposure to asbestos in certain products manufactured by us or present in certain of our facilities. Typically, these lawsuits have been brought against multiple defendants in Federal and state courts.

A significant assumption in our estimated asbestos liability is the period over which the liability can be reasonably estimated. Due to the difficulties in making these estimates, analysis based on new data and/or changed circumstances arising in the future may result in an increase in the recorded obligation in an amount that cannot be reasonably estimated, and that increase may be significant. We had recorded gross liabilities for both asserted and unasserted asbestos claims, inclusive of defense costs, totaling \$139 million at December 31, 2012. The portion of the liability associated with unasserted asbestos claims and related defense costs was \$68 million.

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

As of December 31, 2012, we recorded a receivable related to asbestos claims of \$73 million, and we expect that approximately 50% of asbestos claim related losses would be recoverable through insurance through the period covered by the estimated liability. Of this amount, \$10 million was included in Current Assets as part of Accounts receivable at December 31, 2012. The recorded receivable consists of an amount we expect to collect under coverage-in-place agreements with certain primary carriers as well as an amount we believe is probable of recovery from certain of our excess coverage insurance carriers.

*Workers' Compensation.* We had recorded liabilities, on a discounted basis, of \$307 million for anticipated costs related to U.S. workers' compensation claims at December 31, 2012. The costs include an estimate of expected settlements on pending claims, defense costs and a provision for claims incurred but not reported. These estimates are based on our assessment of potential liability using an analysis of available information with respect to pending claims, historical experience and current cost trends. The amount of our ultimate liability in respect of these matters may differ from these estimates. We periodically, and at least annually, update our loss development factors based on actuarial analyses. The liability is discounted using the risk-free rate of return.

For further information on general and product liability and other litigation, and workers' compensation, refer to the Note to the Consolidated Financial Statements No. 18, Commitments and Contingent Liabilities.

*Recoverability of Goodwill.* Goodwill is tested for impairment annually or more frequently if an indicator of impairment is present. Goodwill totaled \$664 million at December 31, 2012.

We have determined our reporting units to be consistent with our operating segments comprised of four strategic business units: North American Tire, Europe, Middle East and Africa Tire, Latin American Tire and Asia Pacific Tire. Goodwill is allocated to these reporting units based on the original purchase price allocation for acquisitions within the various reporting units. There have been no changes to our reporting units or in the manner in which goodwill was allocated in 2012.

Guidance under Accounting Standards Codification ("ASC") 350, Intangibles - Goodwill and Other, requires an entity to test goodwill for impairment on at least an annual basis, with the option to perform a qualitative assessment to determine whether further impairment testing is necessary or to perform a quantitative assessment by comparing the fair value of a reporting unit to its carrying amount, including goodwill. Under the qualitative assessment, an entity is not required to calculate the fair value of a reporting unit unless the entity determines that it is more likely than not that its fair value is less than its carrying amount. If under the quantitative assessment the fair value of a reporting unit is less than its carrying amount, then the amount of the impairment loss, if any, must be measured.

After considering changes to assumptions used in our most recent quantitative annual testing, including the capital markets environment, economic conditions, tire industry competition and trends, changes in our results of operations, the magnitude of the excess of fair value over the carrying amount of each reporting unit as determined in our most recent quantitative annual testing, and other factors, we concluded it is more likely than not that the fair value of our North American Tire and Asia Pacific Tire reporting units is not less than its respective carrying value and, therefore, did not perform a quantitative analysis.

Given the current economic conditions in Europe and the segment operating results of our EMEA reporting unit, we concluded that it was necessary to perform a quantitative analysis in connection with our 2012 annual goodwill impairment assessment for that reporting unit. We determined the estimated fair value of our EMEA reporting unit using a discounted cash flow approach consistent with the methodology used in our most recent quantitative annual testing. The key assumptions incorporated in the discounted cash flow approach include a growth rate, projected segment operating income, changes in our plan for capital expenditures, anticipated funding for pensions, and a discount rate equal to our assumed long-term cost of capital. Based on the testing performed in accordance with ASC 350, the annual impairment test indicated there was no impairment of goodwill in our EMEA reporting unit since the fair value exceeded the carrying value.

*Deferred Tax Asset Valuation Allowances and Uncertain Income Tax Positions.* At December 31, 2012, we had valuation allowances aggregating \$3.4 billion against all of our net Federal and state and certain of our foreign net deferred tax assets.

We assess both negative and positive evidence when measuring the need for a valuation allowance. Evidence, such as operating results during the most recent three-year period, is given more weight than our expectations of future profitability, which are inherently uncertain. Our losses in the U.S. and certain foreign locations in recent periods represented sufficient negative evidence to require a full valuation allowance against our net Federal, state and certain of our foreign deferred tax assets. We intend to maintain valuation allowances against our net deferred tax assets until sufficient positive evidence exists to support the realization of such assets.

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

For additional information regarding uncertain income tax positions and valuation allowances, refer to the Note to the Consolidated Financial Statements No. 5, Income Taxes.

*Pensions and Other Postretirement Benefits.* We have recorded liabilities for pension and other postretirement benefits of approximately \$3.5 billion and \$0.5 billion, respectively, at December 31, 2012. Our recorded liabilities for pensions and other postretirement benefits are based on a number of assumptions, including:

- life expectancies,
- retirement rates,
- discount rates,
- long term rates of return on plan assets,
- inflation rates,
- future compensation levels,
- future health care costs, and
- maximum company-covered benefit costs.

Certain of these assumptions are determined with the assistance of independent actuaries. Assumptions about life expectancies, retirement rates, future compensation levels and future health care costs are based on past experience and anticipated future trends. The discount rate for our U.S. plans is based on a yield curve derived from a portfolio of corporate bonds from issuers rated Aa or higher as of December 31 and is reviewed annually. Our expected benefit payment cash flows are discounted based on spot rates developed from the yield curve. The long term rate of return on plan assets is based on the compound annualized return of our U.S. pension fund over a period of 15 years or more, estimates of future long term rates of return on assets similar to the target allocation of our pension fund and long term inflation. Actual U.S. pension fund asset allocations are reviewed on a monthly basis and the pension fund is rebalanced to target ranges on an as-needed basis. These assumptions are reviewed regularly and revised when appropriate. Changes in one or more of them may affect the amount of our recorded liabilities and net periodic costs for these benefits. Other assumptions involving demographic factors such as retirement age, mortality and turnover are evaluated periodically and are updated to reflect our experience and expectations for the future. If the actual experience differs from expectations, our financial position, results of operations and liquidity in future periods may be affected.

The weighted average discount rate used in estimating the total liability for our U.S. pension and other postretirement benefit plans was 3.71% and 3.30%, respectively, at December 31, 2012, compared to 4.52% and 4.12%, respectively, at December 31, 2011. The decrease in the discount rate at December 31, 2012 was due primarily to lower interest rate yields on highly rated corporate bonds. Interest cost included in our U.S. net periodic pension cost was \$261 million in 2012, compared to \$283 million in 2011 and \$296 million in 2010. Interest cost included in our worldwide net periodic other postretirement benefits cost was \$24 million in 2012, compared to \$30 million in 2011 and \$33 million in 2010.

The following table presents the sensitivity of our U.S. projected pension benefit obligation, accumulated other postretirement benefits obligation, and annual expense to the indicated increase/decrease in key assumptions:

(Dollars in millions)	+ / - Change at December 31, 2012		
	Change	PBO/ABo	Annual Expense
<b>Pensions:</b>			
<i>Assumption:</i>			
Discount rate	+/- 0.5%	\$406	\$13
Expected return on assets	+/- 1.0%	N/A	40
<b>Other Postretirement Benefits:</b>			
<i>Assumption:</i>			
Discount rate	+/- 0.5%	\$9	\$—
Health care cost trends — total cost	+/- 1.0%	2	—

Subsequent to December 31, 2012, substantially all of our U.S. pension plans entered into short term zero cost interest rate option strategies in order to significantly reduce the volatility of our U.S. pension funded status. Changes in general interest rates and corporate (AA or better) credit spreads impact our discount rate and thereby our U.S. pension liability. If general interest rates were to decrease in parallel (i.e., across all maturities), the interest rate option strategies would mitigate approximately 50% of the impact of the expected rise in the pension benefit obligation. If general interest rates were to increase in parallel, the interest rate option strategies would limit the benefit of higher interest rates on our pension benefit obligation after interest rates increase

beyond specified levels, or caps. For example, a 0.50% increase in these rates would result in approximately a 10% offset to the expected decrease in the pension benefit obligation and a 1.00% increase would result in approximately a 25% offset. The options strategies have no impact on changes in our discount rate (and thereby our pension liability) that may occur due to movements in corporate (AA or better) credit spreads.

At the same time, we entered into short term zero cost equity collars that cap upside and limit downside on a portion of the pension plans' U.S. equity portfolio. These agreements initially cover 75% of our equity position and decline to 50% during the year.

A significant portion of the net actuarial loss included in AOCL of \$3,385 million in our U.S. pension plans as of December 31, 2012 is a result of the overall decline in U.S. discount rates over time and plan asset losses. For purposes of determining our 2012 U.S. net periodic pension expense, our funded status was such that we recognized \$179 million of the net actuarial loss in 2012. We will recognize approximately \$211 million of net actuarial losses in 2013. If our future experience is consistent with our assumptions as of December 31, 2012, actuarial loss recognition over the next few years will remain at an amount near that to be recognized in 2013 before it begins to gradually decline.

The actual rate of return on our U.S. pension fund was 14.2%, 0.7% and 14.4% in 2012, 2011 and 2010, respectively, as compared to the expected rate of 8.50% for all three years. We use the fair value of our pension assets in the calculation of pension expense for all of our U.S. pension plans.

We experienced a decrease in our U.S. discount rate at the end of 2012 and a large portion of the net actuarial loss included in AOCL of \$170 million in our worldwide other postretirement benefit plans as of December 31, 2012 is a result of the overall decline in U.S. discount rates over time. For purposes of determining 2012 worldwide net periodic other postretirement benefits cost, we recognized \$11 million of the net actuarial losses in 2012. We will recognize approximately \$13 million of net actuarial losses in 2013. If our future experience is consistent with our assumptions as of December 31, 2012, actuarial loss recognition over the next few years will remain at an amount near that to be recognized in 2013 before it begins to gradually decline.

The weighted average amortization period for our U.S. pension plans is approximately 13 years.

For further information on pensions and other postretirement benefits, refer to the Note to the Consolidated Financial Statements No. 16, Pension, Other Postretirement Benefits and Savings Plans.

## **LIQUIDITY AND CAPITAL RESOURCES**

### **OVERVIEW**

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

We experienced weak industry conditions in 2012 as the economic recovery in developed markets was impacted by uncertainty surrounding debt and other fiscal policy issues in Europe and the United States and continued high levels of unemployment, which had a negative impact on overall economic conditions. At December 31, 2012, we had solid liquidity, with approximately \$5.2 billion of cash and cash equivalents and unused availability under our credit facilities.

In 2012, we have taken significant steps to improve our capital structure through the following actions:

- Issued \$700 million of 7% senior notes due 2022, and used the proceeds of that note issuance to redeem all of our outstanding \$650 million 10.5% senior notes due 2016;
- Amended and restated our existing U.S. first lien revolving credit facility by extending the maturity from 2013 to 2017 and increasing the available commitments from \$1.5 billion to \$2.0 billion; and
- Amended and restated our existing U.S. second lien term loan facility by extending the maturity from 2014 to 2019.

For further information on the other strategic initiatives we pursued in 2012, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — Overview."

At December 31, 2012, we had \$2,281 million in Cash and Cash Equivalents, compared to \$2,772 million at December 31, 2011. For the year ended December 31, 2012, net cash provided by operating activities was \$1,038 million, primarily driven by net income of \$237 million, which includes non-cash depreciation and amortization of \$687 million, and an improvement in working capital of \$457 million, partially offset by pension contributions of \$684 million. Net cash used by investing activities was \$1,123 million in 2012 and \$902 million in 2011, primarily driven by capital expenditures of \$1,127 million in 2012 and \$1,043 million in 2011. Net cash used by financing activities was \$426 million in 2012, compared to net cash provided of \$994 million in 2011.

Financing activities in 2012 included net debt repayments of \$265 million. Financing activities in 2011 included \$484 million in net proceeds from the issuance of our mandatory convertible preferred stock and net borrowings of \$562 million to fund working capital needs and capital expenditures.

At December 31, 2012 and 2011, we had \$2,949 million and \$2,544 million, respectively, of unused availability under our various credit agreements. The table below provides unused availability by our significant credit facilities as of December 31:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>
First lien revolving credit facility	\$ 1,239	\$ 1,093
European revolving credit facility	519	511
Chinese credit facilities	57	188
Pan-European accounts receivable facility due 2015	156	—
Other domestic and international debt	531	410
Notes payable and overdrafts	447	342
	<b>\$ 2,949</b>	<b>\$ 2,544</b>

At December 31, 2012, our unused availability included \$57 million that can only be used to finance the relocation and expansion of our manufacturing facility in China.

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

In 2013, we expect our operating needs to include global contributions to our funded pension plans of approximately \$275 million to \$325 million and our investing needs to include capital expenditures of approximately \$1.0 billion to \$1.2 billion. We also expect interest expense to range between \$365 million and \$390 million and, when and if future dividends are declared, dividends on our mandatory convertible preferred stock to be \$29 million. We intend to operate the business in a way that allows us to address these needs with our existing cash and available credit if they cannot be funded by cash generated from operations.

The Moving Ahead for Progress in the 21st Century Act (the "MAP-21 Act") was signed into law on July 6, 2012 and contains provisions that stabilize the interest rates used to calculate required pension contributions in the United States. Current historically low interest rates have resulted in significant increases to required pension contributions. The funding stabilization provisions of the MAP-21 Act are expected to reduce our total U.S. minimum required pension contributions by approximately \$400 million to \$450 million in the aggregate over the next five years, with the greatest benefit coming in 2013 and 2014. We currently estimate that we will be required to make contributions to our funded U.S. pension plans of approximately \$175 million to \$200 million in 2013 and \$375 million to \$425 million in 2014. For additional information, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — Commitments and Contingent Liabilities."

SRI has certain minority exit rights that, if triggered and exercised, could require us to make a substantial payment to acquire SRI's interests in GDTE and GDTNA following the determination of the fair value of SRI's interests. For further information regarding our global alliance with SRI, including the events that could trigger SRI's exit rights, see "Item 1. Business. Description of Goodyear's Business — Global Alliance." As of the date of this filing, SRI has not provided us notice of any exit rights that have become exercisable.

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

debt instruments in order to use this cash to service our consolidated debt. Because of the inherent uncertainty of satisfactorily meeting these requirements or limitations, we do not consider the net assets of our subsidiaries, including our Chinese, Venezuelan and South African subsidiaries, that are subject to such requirements or limitations to be integral to our liquidity or our ability to service our debt and operational requirements. At December 31, 2012, approximately \$660 million of net assets, including \$561 million of cash and cash equivalents, were subject to such requirements, including \$398 million of cash in Venezuela. The requirements we must comply with to transfer funds out of China and South Africa have not adversely impacted our ability to make transfers out of those countries.

Effective January 1, 2010, Venezuela's economy was considered to be highly inflationary under U.S. generally accepted accounting principles since it experienced a rate of general inflation in excess of 100% over the latest three year period, based upon the blended Consumer Price Index and National Consumer Price Index. Accordingly, the U.S. dollar was determined to be the functional currency of our Venezuelan subsidiary. All gains and losses resulting from the remeasurement of its financial statements since January 1, 2010 were determined using official exchange rates and are reported in Other Expense. Venezuela remained a highly inflationary economy for U.S. GAAP purposes during 2012. On February 8, 2013, the Venezuelan government announced the devaluation of its currency, the bolivar fuerte, effective February 13, 2013. The announcement indicated that the official exchange rate would be changed from 4.3 bolivares fuertes to each U.S. dollar to 6.3 bolivares fuertes to each U.S. dollar. As a result, we expect to record a charge in the first quarter of 2013 in connection with the remeasurement of our balance sheet to reflect the devaluation. If calculated at the announced official exchange rate of 6.3, the charge is expected to be approximately \$100 million, net of tax.

As the announcement provided limited details, we are not able to fully assess the effect of the changes on our future results of operations. Further information will be available on February 13, 2013 when the government is expected to publish the decree in the Official Gazette. For further information regarding the Venezuelan currency devaluation and its anticipated impact on Goodyear, see "Item 1. Business — Recent Developments — Venezuelan Currency Devaluation" and for a discussion of the risks related to our international operations, including Venezuela, see "Item 1A. Risk Factors."

If in the future we convert bolivares fuertes at a rate other than the official exchange rate or the official exchange rate is revised, we may realize additional losses that would be recorded in the Statement of Operations. At December 31, 2012, we had bolivar fuerte denominated monetary assets of \$446 million, which consisted primarily of \$398 million of cash, \$22 million of deferred tax assets and \$10 million of accounts receivable, and bolivar fuerte denominated monetary liabilities of \$202 million which consisted primarily of \$112 million of intercompany payables, including \$59 million of dividends, \$37 million of accounts payable — trade, \$24 million of long term benefits, \$10 million of compensation and benefits and \$4 million of income taxes payable. At December 31, 2011, we had bolivar fuerte denominated monetary assets of \$317 million, which consisted primarily of \$291 million of cash, \$18 million of deferred tax assets and \$8 million of accounts receivable, and bolivar fuerte denominated monetary liabilities of \$152 million which consisted primarily of \$92 million of intercompany payables, including \$59 million of dividends, \$24 million of accounts payable — trade, \$15 million of compensation and benefits and \$14 million of income taxes payable. All monetary assets and liabilities were remeasured at 4.3 bolivares fuertes to the U.S. dollar at December 31, 2012 and 2011.

Goodyear Venezuela's sales were 1.9% and 1.5% of our net sales for the twelve months ended December 31, 2012 and 2011, respectively. Goodyear Venezuela's cost of goods sold was 1.6% and 1.2% of our cost of goods sold for the twelve months ended December 31, 2012 and 2011, respectively. Goodyear Venezuela's sales are bolivar fuerte denominated and cost of goods sold are approximately 58% bolivar fuerte denominated and approximately 42% U.S. dollar-denominated. A further 10% decrease in the 4.3 bolivar fuerte to U.S. dollar exchange rate would decrease Goodyear Venezuela's sales and cost of goods sold by approximately \$37 million and approximately \$16 million, respectively, on an annual basis, before any potential offsetting actions.

During the twelve months ended December 31, 2012, Goodyear Venezuela settled \$69 million and \$11 million of U.S. dollar-denominated intercompany payables and accounts payable — trade, respectively, through the Venezuelan currency exchange board. For the twelve months ended December 31, 2012, substantially all of those payables were settled at the official exchange rate of 4.3 bolivares fuertes to the U.S. dollar. At December 31, 2012, settlements of U.S. dollar-denominated liabilities pending before the currency exchange board were \$222 million. Due to the government's recent announcement of the devaluation of the bolivar fuerte and lack of a published decree, we are not currently able to determine the exchange rate at which these transactions will settle. At December 31, 2012, \$46 million of the requested settlements were pending up to 180 days, \$76 million were pending from 180 to 360 days and \$100 million were pending over one year. Amounts pending up to 180 days include imported tires and raw materials of \$46 million, amounts pending from 180 to 360 days include imported tires and raw materials of \$76 million, and amounts pending over one year include dividends payable of \$59 million, intercompany charges for royalties of \$17 million, and imported tires of \$10 million. Currency exchange controls in Venezuela continue to limit our ability to remit funds from Venezuela.

Goodyear Venezuela contributed a significant portion of Latin American Tire's sales and operating income in 2012 and 2011. We continue to face operational challenges in Venezuela, including inflationary cost pressures, high absenteeism, and difficulties importing raw materials and finished goods. In response to conditions in Venezuela, we continue to evaluate the need to adjust

prices for our products while remaining competitive and have taken steps to address our operational challenges, including securing necessary approvals for import licenses and increasing the local production of certain tires. Our pricing policies take into account factors such as fluctuations in raw material and other production costs, market demand and adherence to government price controls.

We believe that our liquidity position is adequate to fund our operating and investing needs and debt maturities in 2013 and to provide us with flexibility to respond to further changes in the business environment. If market opportunities exist, we may choose to undertake additional financing actions in order to further enhance our liquidity position, which could include obtaining new bank debt or capital markets transactions. However, the challenges we face may cause a material reduction in our liquidity as a result of an adverse change in our cash flow from operations or our access to credit or other capital. See "Item 1A. Risk Factors" for a more detailed discussion of these challenges.

### **Cash Position**

At December 31, 2012, significant concentrations of cash and cash equivalents held by our international subsidiaries included the following amounts:

- \$418 million or 18% in Europe, Middle East and Africa, primarily Belgium and Poland (\$793 million or 29% at December 31, 2011),
- \$370 million or 16% in Asia, primarily China, Australia and India (\$430 million or 16% at December 31, 2011), and
- \$622 million or 27% in Latin America, primarily Venezuela and Brazil (\$527 million or 19% at December 31, 2011).

### **Operating Activities**

Net cash provided by operating activities was \$1,038 million in 2012, compared to \$773 million in 2011 and \$924 million in 2010. Operating cash flows in 2012 were favorably impacted by improvements in working capital as compared to 2011 and 2010. Net cash provided by working capital was \$457 million in 2012, compared to net cash used of \$650 million and net cash provided of \$52 million in 2011 and 2010, respectively. The improvement in working capital in 2012 was due primarily to reduced sales and production volumes and lower raw material costs. Operating cash flows in 2012 were unfavorably impacted by increased pension contributions of \$390 million and the decrease in earnings compared to 2011.

### **Investing Activities**

Net cash used in investing activities was \$1,123 million in 2012, compared to \$902 million in 2011 and \$859 million in 2010. Capital expenditures were \$1,127 million in 2012, compared to \$1,043 million in 2011 and \$944 million in 2010. Beyond expenditures required to sustain our facilities, capital expenditures in 2012 included the continued expansion of manufacturing capacity in China and Chile. Investing cash flows in 2012 declined from the 2011 period, as the 2011 period included cash inflows of \$95 million from government grants related to the relocation and expansion of our manufacturing facility in China. Proceeds from asset sales were \$16 million in 2012, compared to \$76 million in 2011 and \$70 million in 2010. Asset sales in 2011 primarily related to the sale of the farm tire business in Latin American Tire and in 2010 primarily related to the sale of a closed manufacturing facility in Asia Pacific Tire.

### **Financing Activities**

Net cash used by financing activities was \$426 million in 2012, compared to net cash provided of \$994 million in 2011 and \$179 million in 2010. Financing activities in 2012 included net debt repayments of \$265 million. Financing activities in 2011 included \$484 million in net proceeds from the issuance of our mandatory convertible preferred stock and net borrowings of \$562 million to fund working capital needs and capital expenditures.

### **Credit Sources**

In aggregate, we had total credit arrangements of \$8,387 million available at December 31, 2012, of which \$2,949 million were unused, compared to \$8,129 million available at December 31, 2011, of which \$2,544 million were unused. At December 31, 2012, we had long term credit arrangements totaling \$7,837 million, of which \$2,501 million were unused, compared to \$7,531 million and \$2,202 million, respectively, at December 31, 2011. At December 31, 2012, we had short term committed and uncommitted credit arrangements totaling \$550 million, of which \$448 million were unused, compared to \$598 million and \$342 million, respectively, at December 31, 2011. The continued availability of the short term uncommitted arrangements is at the discretion of the relevant lender and may be terminated at any time.

See the Note to Consolidated Financial Statements, No. 14, Financing Arrangements and Derivative Financial Instruments for a discussion of the issuance of our \$700 million 7% senior notes due 2022, the redemption of our \$650 million 10.5% senior notes due 2016, and the amendments to our first lien revolving credit facility and our second lien term loan facility.

### Outstanding Notes

At December 31, 2012, we had \$2,440 million of outstanding notes, compared to \$2,362 million at December 31, 2011. For additional information on our outstanding notes, refer to the Note to Consolidated Financial Statements, No. 14, Financing Arrangements and Derivative Financial Instruments.

#### \$2.0 Billion Amended and Restated First Lien Revolving Credit Facility due 2017

On April 19, 2012, we amended and restated our U.S. first lien revolving credit facility. Significant changes to that facility include the extension of the maturity to April 30, 2017 and an increase of the available commitments from \$1.5 billion to \$2.0 billion. Our amended and restated \$2.0 billion first lien revolving credit facility is available in the form of loans or letters of credit, with letter of credit availability limited to \$800 million. Subject to the consent of the lenders whose commitments are to be increased, we may request that the facility be increased by up to \$250 million. Our obligations under the facility are guaranteed by most of our wholly-owned U.S. and Canadian subsidiaries. Our obligations under this facility and our subsidiaries' obligations under the related guarantees are secured by first priority security interests in a variety of collateral. Availability under the facility is subject to a borrowing base, which is based on eligible accounts receivable and inventory of The Goodyear Tire & Rubber Company and certain of its U.S. and Canadian subsidiaries, after adjusting for customary factors that are subject to modification from time to time by the administrative agent or the majority lenders at their discretion (not to be exercised unreasonably). Modifications are based on the results of periodic collateral and borrowing base evaluations and appraisals. To the extent that our eligible accounts receivable and inventory decline, our borrowing base will decrease and the availability under the facility may decrease below \$2.0 billion. In addition, if the amount of outstanding borrowings and letters of credit under the facility exceeds the borrowing base, we are required to prepay borrowings and/or cash collateralize letters of credit sufficient to eliminate the excess. As of December 31, 2012, our borrowing base, and therefore our availability, under the amended and restated facility was \$361 million below the facility's stated amount of \$2.0 billion.

At December 31, 2012, we had no borrowings outstanding and \$400 million of letters of credit issued under the revolving credit facility. At December 31, 2011, we had no borrowings outstanding and \$407 million of letters of credit issued under the revolving credit facility.

#### \$1.2 Billion Amended and Restated Second Lien Term Loan Facility due 2019

On April 19, 2012, we also amended and restated our U.S. second lien term loan facility, including the extension of the maturity to April 30, 2019. Our obligations under this facility are guaranteed by most of our wholly-owned U.S. and Canadian subsidiaries and are secured by second priority security interests in the same collateral securing the \$2.0 billion first lien revolving credit facility. Subject to the consent of the lenders making additional term loans, we may request that the facility be increased by up to \$300 million. At December 31, 2012 and 2011, this facility was fully drawn.

#### €400 Million Amended and Restated Senior Secured European Revolving Credit Facility due 2016

Our amended and restated €400 million revolving credit facility consists of a €100 million German tranche that is available only to Goodyear Dunlop Tires Germany GmbH (the "German borrower") and a €300 million all-borrower tranche that is available to GDTE, the German borrower and certain of GDTE's other subsidiaries. Up to €50 million in letters of credit are available for issuance under the all-borrower tranche. GDTE and certain of its subsidiaries in the United Kingdom, Luxembourg, France and Germany provide guarantees to support the facility. GDTE's obligations under the facility and the obligations of its subsidiaries under the related guarantees are secured by security interests in a variety of collateral. Goodyear and its U.S. subsidiaries and primary Canadian subsidiary that guarantee our U.S. senior secured credit facilities also provide unsecured guarantees to support the facility.

As of December 31, 2012 and 2011, there were no borrowings under the European revolving credit facility. Letters of credit issued under the all-borrower tranche totaled \$10 million (€7 million) as of December 31, 2012 and \$8 million (€6 million) as of December 31, 2011.

Each of our first lien revolving credit facility and our European revolving credit facility have customary representations and warranties including, as a condition to borrowing, that all such representations and warranties are true and correct, in all material respects, on the date of the borrowing, including representations as to no material adverse change in our financial condition since December 31, 2011 under the first lien facility and December 31, 2010 under the European facility. Each of the facilities described above have customary defaults, including cross-defaults to material indebtedness of Goodyear and our subsidiaries. For a description of the collateral securing the above facilities as well as the covenants applicable to them, please refer to “Covenant Compliance” below and the Note to the Consolidated Financial Statements No. 14, Financing Arrangements and Derivative Financial Instruments.

**International Accounts Receivable Securitization Facilities (On-Balance Sheet)**

GDTE and certain of its subsidiaries are parties to a pan-European accounts receivable securitization facility that provides up to €450 million of funding and expires in 2015. Utilization under this facility is based on current available receivable balances. The facility is subject to the customary renewal of its back-up liquidity commitments. On October 18, 2012, the back-up liquidity commitments were renewed for a two-year period.

The facility involves an ongoing daily sale of substantially all of the trade accounts receivable of certain GDTE subsidiaries to a bankruptcy-remote French company controlled by one of the liquidity banks in the facility. These subsidiaries retain servicing responsibilities. At December 31, 2012, the amounts available and utilized under this program totaled \$348 million (€264 million) and \$192 million (€145 million), respectively. At December 31, 2011, the amount available and fully utilized under this program totaled \$393 million (€303 million). The program did not qualify for sale accounting, and accordingly, these amounts are included in Long Term Debt and Capital Leases.

In addition to the pan-European accounts receivable securitization facility discussed above, subsidiaries in Australia have an accounts receivable securitization program. At December 31, 2012, the amounts available and utilized under this program were \$99 million and \$40 million, respectively. At December 31, 2011, the amount available and fully utilized under this program totaled \$75 million. The receivables sold under this program also serve as collateral for the related facility. We retain the risk of loss related to these receivables in the event of non-payment. These amounts are included in Long Term Debt and Capital Leases Due Within One Year at December 31, 2012 and Notes Payable and Overdrafts at December 31, 2011.

**Accounts Receivable Factoring Facilities (Off-Balance Sheet)**

Various subsidiaries sold certain of their trade receivables under off-balance sheet programs during 2012 and 2011. For these programs, we have concluded that there is generally no risk of loss to us from non-payment of the sold receivables. At December 31, 2012 and 2011, the gross amount of receivables sold was \$243 million and \$190 million, respectively.

**Other Foreign Credit Facilities**

Our Chinese subsidiary has several financing arrangements in China. At December 31, 2012, these non-revolving credit facilities had total unused availability of 360 million renminbi (\$57 million) and can only be used to finance the relocation and expansion of our manufacturing facility in China. There were \$471 million and \$389 million of borrowings outstanding under these facilities at December 31, 2012 and 2011, respectively. The facilities ultimately mature in 2020 and principal amortization begins in 2015. The facilities contain covenants relating to our Chinese subsidiary and have customary representations and warranties and defaults relating to our Chinese subsidiary’s ability to perform its obligations under the facilities. At December 31, 2012, there was no restricted cash related to funds obtained under these credit facilities. At December 31, 2011, restricted cash of \$9 million was related to funds obtained under these credit facilities.

**Vendor Financing**

We have entered into payment processing agreements with several financial institutions. Under these agreements, the financial institution acts as our paying agent with respect to accounts payable due to our suppliers. These agreements also allow our suppliers to sell their receivables to the financial institutions at the sole discretion of both the supplier and the financial institution on terms that are negotiated between them. We are not notified when our suppliers sell receivables under this program. Our obligations to our suppliers, including the amounts due and scheduled payment dates, are not impacted by our suppliers’ decisions to sell their receivables under the program. At December 31, 2012, agreements for such vendor financing programs totaled approximately \$400 million as compared to approximately \$240 million at December 31, 2011.

**Covenant Compliance**

Our amended and restated first lien revolving and second lien credit facilities and some of the indentures governing our notes contain certain covenants that, among other things, limit our ability to incur additional debt or issue redeemable preferred stock, pay dividends or make certain other restricted payments or investments, incur liens, sell assets, incur restrictions on the ability of our subsidiaries to pay dividends to us, enter into affiliate transactions, engage in sale and leaseback transactions, and consolidate,

merge, sell or otherwise dispose of all or substantially all of our assets. These covenants are subject to significant exceptions and qualifications.

We have additional financial covenants in our first lien revolving and second lien credit facilities that are currently not applicable. We only become subject to these financial covenants when certain events occur. These financial covenants and related events are as follows:

- We become subject to the financial covenant contained in our first lien revolving credit facility when the aggregate amount of our Parent Company (The Goodyear Tire & Rubber Company) and guarantor subsidiaries cash and cash equivalents (“Available Cash”) plus our availability under our first lien revolving credit facility is less than \$200 million. If this were to occur, our ratio of EBITDA to Consolidated Interest Expense may not be less than 2.0 to 1.0 for any period of four consecutive fiscal quarters. As of December 31, 2012, our availability under this facility of \$1,239 million, plus our Available Cash of \$870 million, totaled \$2.1 billion, which is in excess of \$200 million.
- We become subject to a covenant contained in our second lien credit facility upon certain asset sales. The covenant provides that, before we use cash proceeds from certain asset sales to repay any junior lien, senior unsecured or subordinated indebtedness, we must first offer to use such cash proceeds to prepay borrowings under the second lien credit facility unless our ratio of Consolidated Net Secured Indebtedness to EBITDA (Pro Forma Senior Secured Leverage Ratio) for any period of four consecutive fiscal quarters is equal to or less than 3.0 to 1.0.

In addition, our amended and restated European revolving credit facility contains non-financial covenants similar to the non-financial covenants in our first and second lien credit facilities that are described above and a financial covenant applicable only to GDTE and its subsidiaries. This financial covenant provides that we are not permitted to allow GDTE’s ratio of Consolidated Net J.V. Indebtedness to Consolidated European J.V. EBITDA for a period of four consecutive fiscal quarters to be greater than 3.0 to 1.0 at the end of any fiscal quarter. Consolidated Net J.V. Indebtedness is determined net of the sum of cash and cash equivalents in excess of \$100 million held by GDTE and its subsidiaries, cash and cash equivalents in excess of \$150 million held by the Parent Company and its U.S. subsidiaries and availability under our first lien revolving credit facility if the ratio of EBITDA to Consolidated Interest Expense described above is not applicable and the conditions to borrowing under the first lien revolving credit facility are met. Consolidated Net J.V. Indebtedness also excludes loans from other consolidated Goodyear entities. This financial covenant is also included in our pan-European accounts receivable securitization facility. At December 31, 2012, we were in compliance with this financial covenant.

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

There are no known future changes to, or new covenants in, any of our existing debt obligations other than as described above. Covenants could change based upon a refinancing or amendment of an existing facility, or additional covenants may be added in connection with the incurrence of new debt.

As of December 31, 2012, we were in compliance with the currently applicable material covenants imposed by our principal credit facilities and indentures.

The terms “Available Cash,” “EBITDA,” “Consolidated Interest Expense,” “Consolidated Net Secured Indebtedness,” “Pro Forma Senior Secured Leverage Ratio,” “Consolidated Net J.V. Indebtedness” and “Consolidated European J.V. EBITDA” have the meanings given them in the respective credit facilities.

#### Potential Future Financings

In addition to our previous financing activities, we may seek to undertake additional financing actions which could include restructuring bank debt or capital markets transactions, possibly including the issuance of additional debt or equity. Given the challenges that we face and the uncertainties of the market conditions, access to the capital markets cannot be assured.

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

*Dividends*

Under our primary credit facilities we are permitted to pay dividends on our common stock as long as no default will have occurred and be continuing, additional indebtedness can be incurred under the credit facilities following the payment, and certain financial tests are satisfied.

So long as any of our mandatory convertible preferred stock is outstanding, no dividend, except a dividend payable in shares of our common stock, or other shares ranking junior to the mandatory convertible preferred stock, may be paid or declared or any distribution be made on shares of our common stock unless all accrued and unpaid dividends on the then outstanding mandatory convertible preferred stock payable on all dividend payment dates occurring on or prior to the date of such action have been declared and paid or sufficient funds have been set aside for that payment.

*Asset Dispositions*

The restrictions on asset sales imposed by our material indebtedness have not affected our strategy of divesting non-core businesses, and those divestitures have not affected our ability to comply with those restrictions.

## COMMITMENTS AND CONTINGENT LIABILITIES

### Contractual Obligations

The following table presents our contractual obligations and commitments to make future payments as of December 31, 2012:

<i>(In millions)</i>	Payment Due by Period as of December 31, 2012						
	Total	2013	2014	2015	2016	2017	Beyond 2017
Debt Obligations(1)	\$ 5,028	\$ 184	\$ 55	\$ 284	\$ 317	\$ 262	\$ 3,926
Capital Lease Obligations(2)	58	14	12	9	6	5	12
Interest Payments(3)	2,451	343	335	327	310	247	889
Operating Leases(4)	1,422	322	249	197	155	117	382
Pension Benefits(5)	2,290	338	563	463	463	463	NA
Other Postretirement Benefits(6)	335	41	36	35	34	33	156
Workers' Compensation(7)	397	57	60	36	27	21	196
Binding Commitments(8)	5,007	2,698	998	834	243	132	102
Uncertain Income Tax Positions(9)	44	13	15	11	1	1	3
	<b>\$17,032</b>	<b>\$ 4,010</b>	<b>\$ 2,323</b>	<b>\$ 2,196</b>	<b>\$ 1,556</b>	<b>\$ 1,281</b>	<b>\$ 5,666</b>

- (1) Debt obligations include Notes Payable and Overdrafts.
- (2) The minimum lease payments for capital lease obligations are \$82 million.
- (3) These amounts represent future interest payments related to our existing debt obligations and capital leases based on fixed and variable interest rates specified in the associated debt and lease agreements. The amounts provided relate only to existing debt obligations and do not assume the refinancing or replacement of such debt.
- (4) Operating lease obligations have not been reduced by minimum sublease rentals of \$42 million, \$33 million, \$25 million, \$17 million, \$9 million and \$5 million in each of the periods above, respectively, for a total of \$131 million. Payments, net of minimum sublease rentals, total \$1,291 million. The present value of the net operating lease payments is \$1,000 million. The operating leases relate to, among other things, real estate, vehicles, data processing equipment and miscellaneous other assets. No asset is leased from any related party.
- (5) The obligation related to pension benefits is actuarially determined and is reflective of obligations as of December 31, 2012. Although subject to change, the amounts set forth in the table represent the midpoint of the range of our estimated minimum funding requirements for U.S. defined benefit pension plans under current ERISA law and the midpoint of the range of our expected contributions to our funded non-U.S. pension plans, plus expected cash funding of direct participant payments to our U.S. and non-U.S. pension plans.

The expected contributions for our U.S. plans are based upon a number of assumptions, including:

- Projected Target Liability interest rate of 6.13% for 2013, 5.55% for 2014, 5.03% for 2015, 4.55% for 2016 and 4.41% for 2017, and
- plan asset returns of 8.5% for 2013 and beyond.

Future contributions are also affected by other factors such as:

- future interest rate levels,
- the amount and timing of asset returns, and
- how contributions in excess of the minimum requirements could impact the amount and timing of future contributions.

- (6) The payments presented above are expected payments for the next 10 years. The payments for other postretirement benefits reflect the estimated benefit payments of the plans using the provisions currently in effect. Under the relevant summary plan descriptions or plan documents we have the right to modify or terminate the plans. The obligation related to other postretirement benefits is actuarially determined on an annual basis. The estimated payments have been reduced to reflect the provisions of the Medicare Prescription Drug Improvement and Modernization Act of 2003.
- (7) The payments for workers' compensation obligations are based upon recent historical payment patterns on claims. The present value of anticipated claims payments for workers' compensation is \$307 million.

- (8) Binding commitments are for raw materials, capital expenditures, utilities, and various other types of contracts. The obligations to purchase raw materials include supply contracts at both fixed and variable prices. Those with variable prices are based on index rates for those commodities at December 31, 2012.
- (9) These amounts primarily represent expected payments with interest for uncertain tax positions as of December 31, 2012. We have reflected them in the period in which we believe they will be ultimately settled based upon our experience with these matters.

Additional other long term liabilities include items such as general and product liabilities, environmental liabilities and miscellaneous other long term liabilities. These other liabilities are not contractual obligations by nature. We cannot, with any degree of reliability, determine the years in which these liabilities might ultimately be settled. Accordingly, these other long term liabilities are not included in the above table.

In addition, the following contingent contractual obligations, the amounts of which cannot be estimated, are not included in the table above:

- The terms and conditions of our global alliance with SRI, as set forth in the global alliance agreements between SRI and us, provide for certain minority exit rights available to SRI upon the occurrence of certain events enumerated in the global alliance agreements, including certain bankruptcy events, changes in our control or breaches of the global alliance agreements. SRI's exit rights, in the event of the occurrence of a triggering event and the subsequent exercise of SRI's exit rights, could require us to make a substantial payment to acquire SRI's minority interests in GDTE and GDTNA following the determination of the fair value of SRI's interests. For further information regarding our global alliance with SRI, including the events that could trigger SRI's exit rights, see "Item 1. Business. Description of Goodyear's Business — Global Alliance."
- Pursuant to certain long term agreements, we will purchase varying amounts of certain raw materials and finished goods at agreed upon base prices that may be subject to periodic adjustments for changes in raw material costs and market price adjustments, or in quantities that may be subject to periodic adjustments for changes in our or our suppliers production levels.

We do not engage in the trading of commodity contracts or any related derivative contracts. We generally purchase raw materials and energy through short term, intermediate and long term supply contracts at fixed prices or at formula prices related to market prices or negotiated prices. We may, however, from time to time, enter into contracts to hedge our energy costs.

### **Off-Balance Sheet Arrangements**

An off-balance sheet arrangement is any transaction, agreement or other contractual arrangement involving an unconsolidated entity under which a company has:

- made guarantees,
- retained or held a contingent interest in transferred assets,
- undertaken an obligation under certain derivative instruments, or
- undertaken any obligation arising out of a material variable interest in an unconsolidated entity that provides financing, liquidity, market risk or credit risk support to the company, or that engages in leasing, hedging or research and development arrangements with the company.

We have entered into certain arrangements under which we have provided guarantees that are off-balance sheet arrangements. Those guarantees totaled approximately \$45 million at December 31, 2012 and expire at various times through 2023. For further information about our guarantees, refer to the Note to the Consolidated Financial Statements No. 18, Commitments and Contingent Liabilities.

## **FORWARD-LOOKING INFORMATION — SAFE HARBOR STATEMENT**

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

- if we do not successfully implement our strategic initiatives, our operating results, financial condition and liquidity may be materially adversely affected;
- our pension plans are significantly underfunded and further increases in the underfunded status of the plans could significantly increase the amount of our required contributions and pension expense;
- we face significant global competition, increasingly from lower cost manufacturers, and our market share could decline;
- deteriorating economic conditions in any of our major markets, or an inability to access capital markets or third-party financing when necessary, may materially adversely affect our operating results, financial condition and liquidity;
- higher raw material and energy costs may materially adversely affect our operating results and financial condition;
- if we experience a labor strike, work stoppage or other similar event our financial position, results of operations and liquidity could be materially adversely affected;
- work stoppages, financial difficulties or supply disruptions at our major OE customers, dealers or suppliers could harm our business;
- our capital expenditures may not be adequate to maintain our competitive position and may not be implemented in a timely or cost-effective manner;
- our long term ability to meet current obligations, to repay maturing indebtedness or to implement strategic initiatives is dependent on our ability to access capital markets in the future and to improve our operating results;
- we have a substantial amount of debt, which could restrict our growth, place us at a competitive disadvantage or otherwise materially adversely affect our financial health;
- any failure to be in compliance with any material provision or covenant of our secured credit facilities could have a material adverse effect on our liquidity and our results of operations;
- our international operations have certain risks that may materially adversely affect our operating results;
- we have foreign currency translation and transaction risks that may materially adversely affect our operating results, financial condition and liquidity;
- our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly;
- we have substantial fixed costs and, as a result, our operating income fluctuates disproportionately with changes in our net sales;
- we may incur significant costs in connection with our contingent liabilities and tax matters;
- our reserves for contingent liabilities and our recorded insurance assets are subject to various uncertainties, the outcome of which may result in our actual costs being significantly higher than the amounts recorded;
- we may be required to provide letters of credit or post cash collateral if we are subject to a significant adverse judgment or if we are unable to obtain surety bonds, which may have a material adverse effect on our liquidity;
- we are subject to extensive government regulations that may materially adversely affect our operating results;
- the terms and conditions of our global alliance with SRI provide for certain exit rights available to SRI upon the occurrence of certain events, which could require us to make a substantial payment to acquire SRI’s minority interests in GDTE and GDTNA following the determination of the fair value of those interests;
- we may be adversely affected by any disruption in, or failure of, our information technology systems;
- if we are unable to attract and retain key personnel, our business could be materially adversely affected; and
- we may be impacted by economic and supply disruptions associated with events beyond our control, such as war, acts of terror, political unrest, public health concerns, labor disputes or natural disasters.

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

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

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

**Commodity Price Risk**

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

**Interest Rate Risk**

We continuously monitor our fixed and floating rate debt mix. Within defined limitations, we manage the mix using refinancing. At December 31, 2012, 38% of our debt was at variable interest rates averaging 5.50% compared to 43% at an average rate of 4.36% at December 31, 2011.

The following table presents information about long term fixed rate debt, excluding capital leases, at December 31:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>
Carrying amount — liability	\$ 3,128	\$ 2,843
Fair value — liability	3,378	2,891
Pro forma fair value — liability	3,475	2,993

The pro forma information assumes a 100 basis point decrease in market interest rates at December 31 of each year, and reflects the estimated fair value of fixed rate debt outstanding at that date under that assumption. The sensitivity of our fixed rate debt to changes in interest rates was determined using current market pricing models.

**Foreign Currency Exchange Risk**

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

The following table presents foreign currency derivative information at December 31:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>
Fair value — asset (liability)	\$ (27)	\$ 31
Pro forma decrease in fair value	(125)	(117)
Contract maturities	1/13 - 12/13	1/12 - 10/19

The pro forma decrease in fair value assumes a 10% adverse change in underlying foreign exchange rates at December 31 of each year, and reflects the estimated change in the fair value of positions outstanding at that date under that assumption. The sensitivity of our foreign currency positions to changes in exchange rates was determined using current market pricing models.

Fair values are recognized on the Consolidated Balance Sheets at December 31 as follows:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>
<b>Asset (liability):</b>		
Accounts Receivable	\$       2	\$     37
Other Current Liabilities	(29)	(5)
Other Long Term Liabilities	—	(1)

For further information on foreign currency contracts, refer to the Note to the Consolidated Financial Statements No. 14, Financing Arrangements and Derivative Financial Instruments.

See “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources” for a discussion of our management of counterparty risk.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.****INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

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<i>Management's Report on Internal Control over Financial Reporting</i>	55
<i>Report of Independent Registered Public Accounting Firm</i>	56
<i>Consolidated Financial Statements of The Goodyear Tire &amp; Rubber Company:</i>	
Consolidated Statements of Operations for each of the three years ended December 31, 2012	57
Consolidated Statements of Comprehensive Income (Loss) for each of the three years ended December 31, 2012	58
Consolidated Balance Sheets at December 31, 2012 and December 31, 2011	59
Consolidated Statements of Shareholders' Equity for each of the three years ended December 31, 2012	60
Consolidated Statements of Cash Flows for each of the three years ended December 31, 2012	64
Notes to Consolidated Financial Statements	65
<i>Supplementary Data (unaudited)</i>	117
<i>Financial Statement Schedules:</i>	
The following consolidated financial statement schedules of The Goodyear Tire & Rubber Company are filed as part of this Report on Form 10-K and should be read in conjunction with the Consolidated Financial Statements of The Goodyear Tire & Rubber Company:	
Schedule I — Condensed Financial Information of Registrant	FS-2
Schedule II — Valuation and Qualifying Accounts	FS-9

Schedules not listed above have been omitted since they are not applicable or are not required, or the information required to be set forth therein is included in the Consolidated Financial Statements or Notes thereto.

## **MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined under Rule 13a-15(f) promulgated under the Securities Exchange Act of 1934, as amended.

Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the Company's consolidated financial statements for external purposes in accordance with generally accepted accounting principles.

Internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit the preparation of the consolidated financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with appropriate authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management conducted an assessment of the Company's internal control over financial reporting as of December 31, 2012 using the framework specified in *Internal Control — Integrated Framework*, published by the Committee of Sponsoring Organizations of the Treadway Commission. Based on such assessment, management has concluded that the Company's internal control over financial reporting was effective as of December 31, 2012.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2012 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which is presented in this Annual Report on Form 10-K.

## **REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To The Board of Directors and Shareholders of The Goodyear Tire & Rubber Company

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of The Goodyear Tire & Rubber Company and its subsidiaries at December 31, 2012 and 2011, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2012 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedules listed in the accompanying index present fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2012, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedules, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on these financial statements, on the financial statement schedules, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

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PRICEWATERHOUSECOOPERS LLP

Cleveland, Ohio

February 12, 2013

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

<i>(In millions, except per share amounts)</i>	Year Ended December 31,		
	2012	2011	2010
<b>Net Sales</b>	\$ 20,992	\$ 22,767	\$ 18,832
Cost of Goods Sold	17,163	18,821	15,452
Selling, Administrative and General Expense	2,718	2,822	2,630
Rationalizations (Note 2)	175	103	240
Interest Expense (Note 3)	357	330	316
Other Expense (Note 4)	139	73	186
<b>Income before Income Taxes</b>	440	618	8
United States and Foreign Taxes (Note 5)	203	201	172
<b>Net Income (Loss)</b>	237	417	(164)
Less: Minority Shareholders' Net Income	25	74	52
<b>Goodyear Net Income (Loss)</b>	212	343	(216)
Less: Preferred Stock Dividends	29	22	—
<b>Goodyear Net Income (Loss) available to Common Shareholders</b>	\$ 183	\$ 321	\$ (216)
<b>Goodyear Net Income (Loss) available to Common Shareholders — Per Share of Common Stock</b>			
Basic	\$ 0.75	\$ 1.32	\$ (0.89)
Weighted Average Shares Outstanding (Note 6)	245	244	242
Diluted	\$ 0.74	\$ 1.26	\$ (0.89)
Weighted Average Shares Outstanding (Note 6)	247	271	242

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

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

<i>(In millions)</i>	Year Ended December 31,		
	2012	2011	2010
Net Income (Loss)	\$ 237	\$ 417	\$ (164)
<b>Other Comprehensive Income (Loss):</b>			
Foreign currency translation (net of tax of \$0 in 2012, \$0 in 2011 and \$1 in 2010)	83	(186)	16
Defined benefit plans:			
Amortization of prior service cost and unrecognized gains and losses included in total benefit cost (net of tax of \$9 in 2012, \$8 in 2011 and \$6 in 2010)	209	162	167
Increase in net actuarial losses (net of tax benefit of \$54 in 2012, \$26 in 2011 and \$23 in 2010)	(979)	(769)	(167)
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments, settlements, and divestitures (net of tax of \$1 in 2012, \$1 in 2011 and \$4 in 2010)	11	18	60
Prior service credit (cost) from plan amendments (net of tax of \$3 in 2012, \$0 in 2011 and \$0 in 2010)	73	—	(1)
Deferred derivative gains (losses) (net of tax of \$0 in 2012, \$1 in 2011 and \$0 in 2010)	(5)	4	(2)
Reclassification adjustment for amounts recognized in income (net of tax benefit of \$3 in 2012, tax of \$2 in 2011 and \$0 in 2010)	(11)	8	—
Unrealized investment gains (net of tax of \$0 in all periods)	—	5	6
<b>Other Comprehensive Income (Loss)</b>	<b>(619)</b>	<b>(758)</b>	<b>79</b>
<b>Comprehensive Loss</b>	<b>(382)</b>	<b>(341)</b>	<b>(85)</b>
Less: Comprehensive Income (Loss) Attributable to Minority Shareholders	(20)	37	29
<b>Goodyear Comprehensive Loss</b>	<b>\$ (362)</b>	<b>\$ (378)</b>	<b>\$ (114)</b>

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

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**

(In millions, except share data)	<b>December 31,</b>	
	<b>2012</b>	<b>2011</b>
<b>Assets</b>		
Current Assets:		
Cash and Cash Equivalents (Note 1)	\$ 2,281	\$ 2,772
Accounts Receivable (Note 8)	2,563	2,849
Inventories (Note 9)	3,250	3,856
Prepaid Expenses and Other Current Assets	404	335
<b>Total Current Assets</b>	8,498	9,812
Goodwill (Note 10)	664	654
Intangible Assets (Note 10)	140	157
Deferred Income Taxes (Note 5)	186	145
Other Assets (Note 11)	529	486
Property, Plant and Equipment (Note 12)	6,956	6,375
<b>Total Assets</b>	\$ 16,973	\$ 17,629
<b>Liabilities</b>		
Current Liabilities:		
Accounts Payable-Trade	\$ 3,223	\$ 3,668
Compensation and Benefits (Notes 16 and 17)	719	799
Other Current Liabilities	1,182	1,050
Notes Payable and Overdrafts (Note 14)	102	256
Long Term Debt and Capital Leases due Within One Year (Note 14)	96	156
<b>Total Current Liabilities</b>	5,322	5,929
Long Term Debt and Capital Leases (Note 14)	4,888	4,789
Compensation and Benefits (Notes 16 and 17)	4,340	4,002
Deferred and Other Noncurrent Income Taxes (Note 5)	264	244
Other Long Term Liabilities	1,000	1,041
<b>Total Liabilities</b>	15,814	16,005
Commitments and Contingent Liabilities (Note 18)		
Minority Shareholders' Equity (Note 1)	534	607
<b>Shareholders' Equity</b>		
<b>Goodyear Shareholders' Equity</b>		
Preferred Stock, no par value: (Note 19)		
Authorized, 50 million shares, Outstanding shares — 10 million (10 million in 2011), liquidation preference \$50 per share	500	500
Common Stock, no par value:		
Authorized, 450 million shares, Outstanding shares — 245 million (245 million in 2011)	245	245
Capital Surplus	2,815	2,808
Retained Earnings	1,370	1,187
Accumulated Other Comprehensive Loss (Note 20)	(4,560)	(3,991)
<b>Goodyear Shareholders' Equity</b>	370	749
Minority Shareholders' Equity — Nonredeemable	255	268
<b>Total Shareholders' Equity</b>	625	1,017
<b>Total Liabilities and Shareholders' Equity</b>	\$ 16,973	\$ 17,629

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

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**

(Dollars in millions)									Minority		Total			
	Common Stock		Capital Surplus	Retained Earnings	Accumulated Other Comprehensive Loss		Goodyear Shareholders' Equity	Shareholders' Equity - Non- Redeemable						
	Shares	Amount			Loss	Equity								
<b>Balance at December 31, 2009</b>														
(after deducting 8,687,196 common treasury shares)	242,202,419	\$ 242	\$ 2,783	\$ 1,082	\$ (3,372)	\$ 735	\$ 251	\$ 986						
Comprehensive income (loss):														
Net (loss) income					(216)		(216)	34	(182)					
Foreign currency translation (net of tax of \$1)						55	55	5	60					
Amortization of prior service cost and unrecognized gains and losses included in net periodic benefit cost (net of tax of \$6)						162	162		162					
Increase in net actuarial losses (net of tax benefit of \$21)					(178)		(178)		(178)					
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments and settlements (net of tax of \$4)						60	60		60					
Prior service cost from plan amendments (net of tax of \$0)					(1)		(1)		(1)					
Deferred derivative loss (net of tax of \$0)					(2)		(2)		(2)					
Unrealized investment gains (net of tax of \$0)					6	6		6						
<b>Other comprehensive income (loss)</b>						102	5	107						
<b>Total comprehensive income (loss)</b>						(114)	39	(75)						
Dividends declared to minority shareholders								(13)	(13)					
Stock-based compensation plans				16			16		16					
Common stock issued from treasury (Note 17)	736,530	1	6			7			7					
<b>Balance at December 31, 2010</b>														
(after deducting 7,950,743 common treasury shares)	242,938,949	\$ 243	\$ 2,805	\$ 866	\$ (3,270)	\$ 644	\$ 277	\$ 921						

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

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

(Dollars in millions)	Preferred Stock				Common Stock				Accumulated Other Comprehensive Loss				Goodyear Shareholders' Equity		Minority Shareholders' Equity - Non-Redeemable		Total Shareholders' Equity	
	Shares	Amount	Shares	Amount	Capital Surplus	Retained Earnings	Comprehensive Loss	Shareholders' Equity	644	\$ 277	\$ 921	343	39	382	(140)	(140)	(27)	(167)
<b>Balance at December 31, 2010</b>																		
(after deducting 7,950,743 common treasury shares)	—	\$ —	242,938,949	\$ 243	\$ 2,805	\$ 866	\$ (3,270)	\$ 644	\$ 277	\$ 921								
Comprehensive income (loss):																		
Net income							343					343	39	382				
Foreign currency translation (net of tax of \$0)								(140)				(140)	(27)	(167)				
Amortization of prior service cost and unrecognized gains and losses included in total benefit cost (net of tax of \$8)								157				157		157				
Increase in net actuarial losses (net of tax benefit of \$28)								(770)				(770)		(770)				
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments, settlements, and divestitures (net of tax of \$1)								18				18		18				
Deferred derivative gain (net of tax of \$1)								3				3		3				
Reclassification adjustment for amounts recognized in income (net of tax of \$2)								6				6		6				
Unrealized investment gains (net of tax of \$0)								5				5		5				
<b>Other comprehensive income (loss)</b>									(721)			(721)	(27)	(748)				
<b>Total comprehensive income (loss)</b>												(378)	12	(366)				
Dividends declared to minority shareholders												(20)		(20)				
Stock-based compensation plans						13						13		13				
Preferred stock issued (Note 19)	10,000,000	\$ 500				(16)						484		484				
Preferred stock dividends declared (Note 19)							(22)					(22)		(22)				
Common stock issued from treasury (Note 17)			1,596,892		2	6						8		8				
Other												(1)		(1)				
<b>Balance at December 31, 2011</b>																		
(after deducting 6,353,851 common treasury shares)	10,000,000	\$ 500	244,535,841	\$ 245	\$ 2,808	\$ 1,187	\$ (3,991)	\$ 749	\$ 268	\$ 1,017								

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

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

(Dollars in millions)									Accumulated		Minority		Total	
	Preferred Stock		Common Stock		Capital Surplus	Retained Earnings	Other Comprehensive Loss	Goodyear Shareholders' Equity	Shareholders' Equity - Non- Redeemable					
	Shares	Amount	Shares	Amount										
<b>Balance at December 31, 2011</b>														
(after deducting 6,353,851 common treasury shares)	10,000,000	\$ 500	244,535,841	\$ 245	\$ 2,808	\$ 1,187	\$ (3,991)	\$ 749	\$ 268	\$ 1,017				
Purchase of subsidiary shares from minority interest					(13)		5	(8)	(47)	(55)				
Comprehensive income (loss):														
Net income						212		212		35	247			
Foreign currency translation (net of tax of \$0)							51	51		14	65			
Amortization of prior service cost and unrecognized gains and losses included in total benefit cost (net of tax of \$9)							203	203			203			
Increase in net actuarial losses (net of tax benefit of \$44)							(898)	(898)			(898)			
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments, settlements and divestitures (net of tax of \$1)							9	9			9			
Prior service credit from plan amendments (net of tax of \$3)							72	72			72			
Deferred derivative loss (net of tax of \$0)							(4)	(4)			(4)			
Reclassification adjustment for amounts recognized in income (net of tax benefit of \$3)							(7)	(7)			(7)			
<b>Other comprehensive income (loss)</b>									(574)	14	(560)			
<b>Total comprehensive income (loss)</b>									(362)	49	(313)			
Dividends declared to minority shareholders												(15)		(15)
Stock-based compensation plans					17				17					17
Preferred stock dividends declared (Note 19)						(29)			(29)					(29)
Common stock issued from treasury (Note 17)			704,921	—	3				3					3
<b>Balance at December 31, 2012</b>														
(after deducting 5,648,930 common treasury shares)	10,000,000	\$ 500	245,240,762	\$ 245	\$ 2,815	\$ 1,370	\$ (4,560)	\$ 370	\$ 255	\$ 625				

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

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

The following table presents changes in Minority Equity presented outside of Shareholders' Equity:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>	<b>2010</b>
<b>Balance at beginning of year</b>	<b>\$ 607</b>	<b>\$ 584</b>	<b>\$ 593</b>
Comprehensive income (loss):			
Net income (loss)	(10)	35	18
Foreign currency translation (net of tax of \$0 in all periods)	18	(19)	(44)
Amortization of prior service cost and unrecognized gains and losses included in total benefit cost (net of tax of \$0 in all periods)	6	5	5
Decrease (increase) in net actuarial losses (net of tax benefit of \$10 in 2012, tax of \$2 in 2011, and benefit of \$2 in 2010)	(81)	1	11
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments and settlements (net of tax of \$0 in all periods)	2	—	—
Prior service credit from defined benefit plan amendment (net of tax of \$0 in all periods)	1	—	—
Deferred derivative gain (loss) (net of tax of \$0 in all periods)	(1)	1	—
Reclassification adjustment for amounts recognized in income (net of tax of \$0 in all periods)	(4)	2	—
Total comprehensive income (loss)	(69)	25	(10)
Dividends declared to minority shareholders	(4)	(2)	—
Other	—	—	1
<b>Balance at end of year</b>	<b>\$ 534</b>	<b>\$ 607</b>	<b>\$ 584</b>

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

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF CASH FLOWS**

<i>(In millions)</i>	Year Ended December 31,		
	2012	2011	2010
<b>Cash Flows from Operating Activities:</b>			
<b>Net Income (Loss)</b>	\$ 237	\$ 417	\$ (164)
Adjustments to reconcile net income (loss) to cash flows from operating activities:			
Depreciation and amortization	687	715	652
Amortization and write-off of debt issuance costs	67	34	27
Net rationalization charges (Note 2)	175	103	240
Net gains on asset sales (Note 4)	(25)	(16)	(73)
Pension contributions and direct payments	(684)	(294)	(405)
Rationalization payments	(106)	(142)	(57)
Venezuela currency devaluation (Note 4)	—	—	134
Customer prepayments and government grants	131	212	6
Insurance proceeds	50	—	—
Changes in operating assets and liabilities, net of asset acquisitions and dispositions:			
Accounts receivable	291	(337)	(181)
Inventories	619	(1,009)	(536)
Accounts payable — trade	(453)	696	769
Compensation and benefits	260	384	428
Other current liabilities	(24)	89	103
Other assets and liabilities	(187)	(79)	(19)
<b>Total Cash Flows from Operating Activities</b>	<b>1,038</b>	<b>773</b>	<b>924</b>
<b>Cash Flows from Investing Activities:</b>			
Capital expenditures	(1,127)	(1,043)	(944)
Asset dispositions	16	76	70
Government grants received	2	95	—
Decrease (increase) in restricted cash	11	(25)	(11)
Increase in short term securities	(29)	(4)	—
Other transactions (Note 11)	4	(1)	26
<b>Total Cash Flows from Investing Activities</b>	<b>(1,123)</b>	<b>(902)</b>	<b>(859)</b>
<b>Cash Flows from Financing Activities:</b>			
Short term debt and overdrafts incurred	77	179	85
Short term debt and overdrafts paid	(156)	(138)	(68)
Long term debt incurred	3,531	3,171	1,750
Long term debt paid	(3,717)	(2,650)	(1,555)
Proceeds from issuance of preferred stock (Note 19)	—	484	—
Preferred stock dividends paid (Note 19)	(29)	(15)	—
Common stock issued (Note 17)	3	8	1
Transactions with minority interests in subsidiaries	(71)	(24)	(13)
Debt related costs and other transactions	(64)	(21)	(21)
<b>Total Cash Flows from Financing Activities</b>	<b>(426)</b>	<b>994</b>	<b>179</b>
Effect of Exchange Rate Changes on Cash and Cash Equivalents	20	(98)	(161)
<b>Net Change in Cash and Cash Equivalents</b>	<b>(491)</b>	<b>767</b>	<b>83</b>
Cash and Cash Equivalents at Beginning of the Year	2,772	2,005	1,922
<b>Cash and Cash Equivalents at End of the Year</b>	<b>\$ 2,281</b>	<b>\$ 2,772</b>	<b>\$ 2,005</b>

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

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

## **Note 1. Accounting Policies**

A summary of the significant accounting policies used in the preparation of the accompanying consolidated financial statements follows:

### ***Basis of Presentation***

#### **Recently Issued Accounting Standards**

In February 2013, the Financial Accounting Standards Board ("FASB") issued an accounting standards update requiring new disclosures about reclassifications from accumulated other comprehensive loss to net income. These disclosures may be presented on the face of the statements or in the notes to the consolidated financial statements. The standards update is effective for fiscal years beginning after December 15, 2012. We will adopt this standards update and revise our disclosure, as required, beginning with the first quarter of 2013.

In December 2011, the FASB issued an accounting standards update requiring new disclosures about financial instruments and derivative instruments that are either offset by or subject to an enforceable master netting arrangement or similar agreement. The standards update is effective for fiscal years beginning after December 15, 2012. We will adopt this standards update and revise our disclosure, as required, beginning with the first quarter of 2013.

In July 2012, the FASB issued an accounting standards update with new guidance on annual impairment testing of indefinite-lived intangible assets. The standards update allows an entity to first assess qualitative factors to determine if it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount. If based on its qualitative assessment an entity concludes it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount, quantitative impairment testing is required. However, if an entity concludes otherwise, quantitative impairment testing is not required. The standards update is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012, with early adoption permitted. The adoption of this standard will not have an impact on our consolidated financial statements.

#### **Recently Adopted Accounting Standards**

Effective January 1, 2012, we adopted an accounting standards update with new guidance on fair value measurement and disclosure requirements. This standard provides guidance on the application of fair value accounting where it is already required or permitted by other standards. This standard also requires additional disclosures related to transfers of financial instruments within the fair value hierarchy and quantitative and qualitative disclosures related to significant unobservable inputs. The adoption of this standard did not have a material impact on our consolidated financial statements.

Effective January 1, 2012, we adopted accounting standards updates with guidance on the presentation of other comprehensive income. These standards require an entity to either present components of net income and other comprehensive income in one continuous statement or in two separate but consecutive statements. Accordingly, we have presented net income and other comprehensive income in two consecutive statements.

### **Other**

We are a party to shareholder agreements concerning certain of our less-than-wholly-owned consolidated subsidiaries. Under the terms of certain of these agreements, the minority shareholders have the right to require us to purchase their ownership interests in the respective subsidiaries if there is a change in control of the Company, a bankruptcy of the Company, or other circumstances. Accordingly, we have reported the minority equity in those subsidiaries outside of shareholders' equity.

### **Principles of Consolidation**

The consolidated financial statements include the accounts of all majority-owned subsidiaries and variable interest entities in which we are the primary beneficiary. Investments in companies in which we do not own a majority interest and we have the ability to exercise significant influence over operating and financial policies are accounted for using the equity method. Investments in other companies are carried at cost. All intercompany balances and transactions have been eliminated in consolidation.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

***Use of Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and related notes to financial statements. Actual results could differ from those estimates. On an ongoing basis, management reviews its estimates, including those related to:

- recoverability of intangibles and other long-lived assets,
- deferred tax asset valuation allowances and uncertain income tax positions,
- workers' compensation,
- general and product liabilities and other litigation,
- pension and other postretirement benefits, and
- various other operating allowances and accruals, based on currently available information.

Changes in facts and circumstances may alter such estimates and affect results of operations and financial position in future periods.

***Revenue Recognition and Accounts Receivable Valuation***

Revenues are recognized when finished products are shipped to unaffiliated customers, both title and the risks and rewards of ownership are transferred or services have been rendered and accepted, and collectability is reasonably assured. A provision for sales returns, discounts and allowances is recorded at the time of sale. Appropriate provisions are made for uncollectible accounts based on historical loss experience, portfolio duration, economic conditions and credit risk. The adequacy of the allowances are assessed quarterly.

***Shipping and Handling Costs***

Costs incurred for transportation of products to customers are recorded as a component of Cost of Goods Sold ("CGS").

***Research and Development Costs***

Research and development costs include, among other things, materials, equipment, compensation and contract services. These costs are expensed as incurred and included as a component of CGS. Research and development expenditures were \$370 million, \$369 million, and \$342 million in 2012, 2011, and 2010, respectively.

***Warranty***

Warranties are provided on the sale of certain of our products and services and an accrual for estimated future claims is recorded at the time revenue is recognized. Tire replacement under most of the warranties we offer is on a prorated basis. Warranty reserves are based on past claims experience, sales history and other considerations. Refer to Note 18.

***Environmental Cleanup Matters***

We expense environmental costs related to existing conditions resulting from past or current operations and from which no current or future benefit is discernible. Expenditures that extend the life of the related property or mitigate or prevent future environmental contamination are capitalized. We determine our liability on a site by site basis and record a liability at the time when it is probable and can be reasonably estimated. Our estimated liability is reduced to reflect the anticipated participation of other potentially responsible parties in those instances where it is probable that such parties are legally responsible and financially capable of paying their respective shares of the relevant costs. Our estimated liability is not discounted or reduced for possible recoveries from insurance carriers. Refer to Note 18.

***Legal Costs***

We record a liability for estimated legal and defense costs related to pending general and product liability claims, environmental matters and workers' compensation claims. Refer to Note 18.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

### ***Advertising Costs***

Costs incurred for producing and communicating advertising are generally expensed when incurred as a component of Selling, Administrative and General Expense ("SAG"). Costs incurred under our cooperative advertising program with dealers and franchisees are generally recorded as reductions of sales as related revenues are recognized. Advertising costs, including costs for our cooperative advertising programs with dealers and franchisees, were \$435 million, \$471 million, and \$396 million in 2012, 2011, and 2010, respectively.

### ***Rationalizations***

We record costs for rationalization actions implemented to reduce excess and high-cost manufacturing capacity and operating and administrative costs. Associate-related costs include severance, supplemental unemployment compensation and benefits, medical benefits, pension curtailments, postretirement benefits, and other termination benefits. For ongoing benefit arrangements, a liability is recognized when it is probable that employees will be entitled to benefits and the amount can be reasonably estimated. These conditions are generally met when the restructuring plan is approved by management. For one-time benefit arrangements, a liability is incurred and must be accrued at the date the plan is communicated to employees, unless they will be retained beyond a minimum retention period. In this case, the liability is calculated at the date the plan is communicated to employees and is accrued ratably over the future service period. Other costs generally include non-cancelable lease costs, contract terminations, and relocation costs. A liability for these costs is recognized in the period in which the liability is incurred. Rationalization charges related to accelerated depreciation and asset impairments are recorded in CGS or SAG. Refer to Note 2.

### ***Income Taxes***

Income taxes are recognized during the year in which transactions enter into the determination of financial statement income, with deferred taxes being provided for temporary differences between amounts of assets and liabilities for financial reporting purposes and such amounts as measured under applicable tax laws. The effect on deferred tax assets or liabilities of a change in the tax law or tax rate is recognized in the period the change is enacted. Valuation allowances are recorded to reduce net deferred tax assets to the amount that is more likely than not to be realized. The calculation of our tax liabilities also involves considering uncertainties in the application of complex tax regulations. We recognize liabilities for uncertain income tax positions based on our estimate of whether it is more likely than not that additional taxes will be required and we report related interest and penalties as income taxes. Refer to Note 5.

### ***Cash and Cash Equivalents / Consolidated Statements of Cash Flows***

Cash and cash equivalents consist of cash on hand and marketable securities with original maturities of three months or less. Substantially all of our cash and short-term investment securities are held with investment grade-rated counterparties. At December 31, 2012, our cash investments with any single counterparty did not exceed \$350 million.

Cash flows associated with derivative financial instruments designated as hedges of identifiable transactions or events are classified in the same category as the cash flows from the related hedged items. Cash flows associated with derivative financial instruments not designated as hedges are classified as operating activities. Bank overdrafts are recorded within Notes payable and overdrafts. Cash flows associated with bank overdrafts are classified as financing activities.

Customer prepayments for products and government grants received that are related to operations are reported as operating activities. Government grants received that are solely related to capital expenditures are reported as investing activities. The Consolidated Statement of Cash Flows is presented net of \$41 million of new capital leases in 2012.

### ***Restricted Net Assets***

In certain countries where we operate, transfers of funds into or out of such countries by way of dividends, loans or advances are generally or periodically subject to various restrictive governmental regulations. In addition, certain of our credit agreements and other debt instruments restrict the ability of foreign subsidiaries to make cash distributions. At December 31, 2012, approximately \$660 million of net assets were subject to such restrictions.

### ***Inventories***

Inventories are stated at the lower of cost or market. Cost is determined using the first-in, first-out or the average cost method. Costs include direct material, direct labor and applicable manufacturing and engineering overhead. We allocate fixed manufacturing overheads based on normal production capacity and recognize abnormal manufacturing costs as period costs. We determine a provision for excess and obsolete inventory based on management's review of inventories on hand compared to estimated future usage and sales. Refer to Note 9.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

***Goodwill and Other Intangible Assets***

Goodwill is recorded when the cost of acquired businesses exceeds the fair value of the identifiable net assets acquired. Goodwill and intangible assets with indefinite useful lives are not amortized, but are assessed for impairment annually as of July 31. In addition, impairment testing is conducted when events occur or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. Goodwill and intangible assets with indefinite useful lives would be written down to fair value if considered impaired. Guidance under Accounting Standards Codification ("ASC") 350, Intangibles - Goodwill and Other, requires an entity to test goodwill for impairment on at least an annual basis, with the option to perform a qualitative assessment to determine whether further impairment testing is necessary or to perform a quantitative assessment by comparing the fair value of a reporting unit to its carrying amount, including goodwill. Under the qualitative assessment, an entity is not required to calculate the fair value of a reporting unit unless the entity determines that it is more likely than not that its fair value is less than its carrying amount. If under the quantitative assessment the fair value of a reporting unit is less than its carrying amount, then the amount of the impairment loss, if any, must be measured. Intangible assets with finite useful lives are amortized to their estimated residual values over such finite lives, and reviewed for impairment whenever events or circumstances warrant such a review. Refer to Note 10.

***Investments***

Investments in marketable securities are stated at fair value. Fair value is determined using quoted market prices at the end of the reporting period and, when appropriate, exchange rates at that date. Unrealized gains and losses on marketable securities classified as available-for-sale are recorded in Accumulated Other Comprehensive Loss ("AOCL"), net of tax. We regularly review our investments to determine whether a decline in fair value below the cost basis is other than temporary. If the decline in fair value is judged to be other than temporary, the cost basis of the security is written down to fair value and the amount of the write-down is included in the Consolidated Statements of Operations. Refer to Notes 11 and 20.

***Property, Plant and Equipment***

Property, plant and equipment are stated at cost. Depreciation is computed using the straight-line method. Additions and improvements that substantially extend the useful life of property, plant and equipment, and interest costs incurred during the construction period of major projects are capitalized. Government grants to us that are solely related to capital expenditures are recorded as reductions of the cost of the associated assets. Repair and maintenance costs are expensed as incurred. Property, plant and equipment are depreciated to their estimated residual values over their estimated useful lives, and reviewed for impairment whenever events or circumstances warrant such a review. Depreciation expense for property, plant and equipment was \$684 million, \$711 million and \$648 million in 2012, 2011 and 2010, respectively. Refer to Notes 3 and 12.

***Foreign Currency Translation***

The functional currency for most subsidiaries outside the United States is the local currency. Financial statements of these subsidiaries are translated into U.S. dollars using the exchange rate at each balance sheet date for assets and liabilities and a weighted average exchange rate for each period for revenues, expenses, gains and losses. The U.S. dollar is used as the functional currency in countries with a history of high inflation, including Venezuela, and in countries that predominantly sell into the U.S. dollar export market. For all operations, gains or losses from remeasuring foreign currency transactions into the functional currency are included in Other Expense. Translation adjustments are recorded in AOCL. Income taxes are generally not provided for foreign currency translation adjustments.

***Derivative Financial Instruments and Hedging Activities***

To qualify for hedge accounting, hedging instruments must be designated as hedges and meet defined correlation and effectiveness criteria. These criteria require that the anticipated cash flows and/or changes in fair value of the hedging instrument substantially offset those of the position being hedged.

Derivative contracts are reported at fair value on the Consolidated Balance Sheets as both current and long term Accounts Receivable or Other Liabilities. Deferred gains and losses on contracts designated as cash flow hedges are recorded net of tax in AOCL. Ineffectiveness in hedging relationships is recorded in Other Expense in the current period.

***Interest Rate Contracts*** — Gains and losses on contracts designated as cash flow hedges are initially deferred and recorded in AOCL. Amounts are transferred from AOCL and recognized in income as Interest Expense in the same period that the hedged item is recognized in income. Gains and losses on contracts designated as fair value hedges are recognized in income in the current period as Interest Expense. Gains and losses on contracts with no hedging designation are recorded in the current period in Other Expense.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Foreign Currency Contracts** — Gains and losses on contracts designated as cash flow hedges are initially deferred and recorded in AOCL. Amounts are transferred from AOCL and recognized in income in the same period and on the same line that the hedged item is recognized in income. Gains and losses on contracts designated as fair value hedges, excluding premiums, are recorded in Other Expense in the current period. Gains and losses on contracts with no hedging designation are also recorded in Other Expense in the current period. We do not include premiums paid on forward currency contracts in our assessment of hedge effectiveness. Premiums on contracts designated as hedges are recognized in Other Expense over the life of the contract.

**Net Investment Hedging** — Nonderivative instruments denominated in foreign currencies are used from time to time to hedge net investments in foreign subsidiaries. Gains and losses on these instruments are deferred and recorded in AOCL as Foreign Currency Translation Adjustments. These gains and losses are only recognized in income upon the complete or partial sale of the related investment or the complete liquidation of the investment.

**Termination of Contracts** — Gains and losses (including deferred gains and losses in AOCL) are recognized in Other Expense when contracts are terminated concurrently with the termination of the hedged position. To the extent that such position remains outstanding, gains and losses are amortized to Interest Expense or to Other Expense over the remaining life of that position. Gains and losses on contracts that we temporarily continue to hold after the early termination of a hedged position, or that otherwise no longer qualify for hedge accounting, are recognized in income in Other Expense.

Refer to Note 14.

### ***Stock-Based Compensation***

We measure compensation cost arising from the grant of share-based awards to employees at fair value and recognize such cost in income over the period during which the service is provided, usually the vesting period. We recognize compensation expense using the straight-line approach.

Share-based awards to employees include grants of performance share units and stock options. We measure the fair value of grants of performance share units based primarily on the closing market price of a share of our common stock on the date of the grant, modified as appropriate to take into account the features of such grants.

We estimate the fair value of stock options using the Black-Scholes valuation model. Assumptions used to estimate compensation expense are determined as follows:

- Expected term is determined using a weighted average of the contractual term and vesting period of the award under the simplified method, as historical data was not sufficient to provide a reasonable estimate;
- Expected volatility is measured using the weighted average of historical daily changes in the market price of our common stock over the expected term of the award and implied volatility calculated for our exchange traded options with an expiration date greater than one year;
- Risk-free interest rate is equivalent to the implied yield on zero-coupon U.S. Treasury bonds with a remaining maturity equal to the expected term of the awards; and
- Forfeitures are based substantially on the history of cancellations of similar awards granted in prior years.

Refer to Note 17.

### ***Earnings Per Share of Common Stock***

Basic earnings per share are computed based on the weighted average number of common shares outstanding. Diluted earnings per share primarily reflects the dilutive impact of outstanding stock options, our mandatory convertible preferred stock and related dividends. All earnings per share amounts in these notes to the consolidated financial statements are diluted, unless otherwise noted. Refer to Note 6.

### ***Fair Value Measurements***

#### ***Valuation Hierarchy***

Assets and liabilities measured at fair value are classified using the following hierarchy, which is based upon the transparency of inputs to the valuation as of the measurement date.

- Level 1 — Valuation is based upon quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 — Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 — Valuation is based upon other unobservable inputs that are significant to the fair value measurement.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The classification of fair value measurements within the hierarchy is based upon the lowest level of input that is significant to the measurement. Valuation methodologies used for assets and liabilities measured at fair value are as follows:

*Investments*

Where quoted prices are available in an active market, investments are classified within Level 1 of the valuation hierarchy. Level 1 securities include highly liquid government bonds, certain mortgage products and exchange-traded equities. If quoted market prices are not available, fair values are estimated using quoted prices of securities with similar characteristics or inputs other than quoted prices that are observable for the security, and would be classified within Level 2 of the valuation hierarchy. In certain cases where there is limited activity or less transparency around inputs to the valuation, securities would be classified within Level 3 of the valuation hierarchy.

*Derivative Financial Instruments*

Exchange-traded derivative financial instruments that are valued using quoted prices would be classified within Level 1 of the valuation hierarchy. Derivative financial instruments valued using internally-developed models that use as their basis readily observable market parameters are classified within Level 2 of the valuation hierarchy. Derivative financial instruments that are valued based upon models with significant unobservable market parameters, and that are normally traded less actively, would be classified within Level 3 of the valuation hierarchy.

Refer to Notes 14 and 15.

*Reclassifications*

Certain items previously reported in specific financial statement captions have been reclassified to conform to the current presentation.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Note 2. Costs Associated with Rationalization Programs**

In order to maintain our global competitiveness, we have implemented rationalization actions over the past several years to reduce excess and high-cost manufacturing capacity and to reduce associate headcount. The net rationalization charges included in Income before Income Taxes are as follows:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>	<b>2010</b>
New charges	\$ 178	\$ 106	\$ 261
Reversals	(3)	(3)	(21)
	<b>\$ 175</b>	<b>\$ 103</b>	<b>\$ 240</b>

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

<i>(In millions)</i>	<b>Associate-related Costs</b>	<b>Other Costs</b>	<b>Total</b>
<b>Balance at December 31, 2009</b>	<b>\$ 120</b>	<b>\$ 25</b>	<b>\$ 145</b>
2010 charges	237	24	261
Incurred	(129)	(26)	(155)
Reversed to the Statement of Operations	(16)	(5)	(21)
<b>Balance at December 31, 2010</b>	<b>\$ 212</b>	<b>\$ 18</b>	<b>\$ 230</b>
2011 charges	60	46	106
Incurred	(104)	(45)	(149)
Reversed to the Statement of Operations	(2)	(1)	(3)
<b>Balance at December 31, 2011</b>	<b>\$ 166</b>	<b>\$ 18</b>	<b>\$ 184</b>
2012 charges	142	36	178
Incurred	(77)	(30)	(107)
Reversed to the Statement of Operations	(2)	(1)	(3)
<b>Balance at December 31, 2012</b>	<b>\$ 229</b>	<b>\$ 23</b>	<b>\$ 252</b>

Rationalization actions initiated in 2012 consisted primarily of Europe, Middle East and Africa Tire's ("EMEA") plan to exit the farm tire business and discontinue farm tire production at one of our facilities in Amiens, France, which would result in the full closure of that facility. Charges of \$74 million were recorded in the fourth quarter of 2012 related to these activities. In addition, North American Tire initiated manufacturing headcount reductions at several facilities and also reduced SAG expenses through headcount reductions. Asia Pacific Tire also initiated plans relating to the closure of several retail facilities in Australia and New Zealand. Other rationalization actions in 2012 related to plans to reduce manufacturing and SAG expenses through headcount reductions in all of our strategic business units.

During 2012, net rationalization charges of \$175 million were recorded. New charges of \$178 million were comprised of \$142 million for plans initiated in 2012, consisting of \$126 million for associate severance and other related costs and \$16 million for other exit and non-cancelable lease costs, and \$36 million for plans initiated in prior years, consisting of \$16 million for associate severance and other related costs and \$20 million for other exit and non-cancelable lease costs. These amounts include \$176 million related to future cash outflows and \$2 million for pension settlements, curtailments and termination benefits. The net charges in 2012 also included the reversal of \$3 million of reserves for actions no longer needed for their originally-intended purposes. Approximately 2,200 associates will be released under 2012 plans of which 1,000 were released in 2012. In total, approximately 1,800 associates remain to be released under rationalization plans, including approximately 1,200 associates related to the announced plan to exit the farm tire business and close one of our facilities in Amiens, France.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The accrual balance of \$252 million at December 31, 2012 consists of \$229 million for associate severance costs that are expected to be substantially utilized within the next twelve months and \$23 million primarily for long term non-cancelable lease costs. At December 31, 2012, \$170 million of the accrual balance relates to plans associated with the announced closure of one of our facilities in Amiens, France, and \$21 million relates to the closure of our Union City, Tennessee manufacturing facility ("Union City").

Asset write-offs and accelerated depreciation charges of \$20 million were recorded in CGS in 2012 and were related primarily to property and equipment in our Dalian, China manufacturing facility, which ceased production in the third quarter of 2012.

In 2011, EMEA and Asia Pacific Tire initiated plans to reduce manufacturing, selling, administrative and general expenses through headcount reductions. In addition, Asia Pacific Tire initiated a plan related to the relocation of its manufacturing facility in Dalian, China to Pulantian, China.

During 2011, net rationalization charges of \$103 million were recorded. New charges of \$106 million were comprised of \$25 million for plans initiated in 2011, consisting of \$19 million for associate severance and other related costs and \$6 million for other exit and non-cancelable lease costs, and \$81 million for plans initiated in prior years, consisting of \$41 million of associate severance and other related costs and \$40 million for other exit and non-cancelable lease costs, primarily related to the closure of Union City in July 2011. These amounts include \$104 million related to future cash outflows and \$2 million for pension settlements, curtailments and other termination benefits. The net charges in 2011 also included the reversal of \$3 million of reserves for actions no longer needed for their originally-intended purposes. Approximately 500 associates were to be released under 2011 plans, all of which were released by December 31, 2012.

Asset write-offs and accelerated depreciation charges of \$50 million were recorded in CGS in 2011 and were related primarily to property and equipment in Union City.

In 2010, North American Tire initiated plans to close Union City to reduce high-cost manufacturing capacity and to consolidate several warehouses to further improve its supply chain. EMEA recognized increased costs related to the announced discontinuation of consumer tire production at one of our facilities in Amiens, France. Asia Pacific Tire initiated and substantially completed the closure of a manufacturing facility in Taipei, Taiwan.

During 2010, net rationalization charges of \$240 million were recorded. New charges of \$261 million were comprised of \$195 million for plans initiated in 2010, consisting of \$191 million of associate severance and other related costs and \$4 million for other exit and non-cancelable lease costs, and \$66 million for plans initiated in 2009, consisting of \$46 million of associate severance and other related costs and \$20 million for other exit and non-cancelable lease costs. These amounts include \$177 million related to future cash outflows and \$84 million for other non-cash exit costs, substantially all of which were for pension settlements, curtailments and other termination benefits. The net charges in 2010 also included the reversal of \$21 million of reserves for actions no longer needed for their originally-intended purposes. Approximately 2,200 associates were to be released under 2010 plans, all of which were released by December 31, 2011.

Asset write-offs and accelerated depreciation charges of \$15 million were recorded in CGS in 2010 and were related primarily to the closure of our Taiwan facility.

### **Note 3. Interest Expense**

Interest expense includes interest and amortization of debt discounts, less amounts capitalized, as follows:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>	<b>2010</b>
Interest expense before capitalization	\$ 379	\$ 361	\$ 342
Capitalized interest	(22)	(31)	(26)
	<b>\$ 357</b>	<b>\$ 330</b>	<b>\$ 316</b>

Cash payments for interest, net of amounts capitalized were \$336 million, \$309 million and \$301 million in 2012, 2011 and 2010, respectively. In the first quarter of 2012, we recorded an out of period adjustment of \$13 million of additional interest expense to correct capitalized interest recorded in prior periods.

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**Note 4. Other Expense**

(In millions) Expense/(Income)	2012	2011	2010
Financing fees and financial instruments	\$ 156	\$ 89	\$ 95
Royalty income	(38)	(47)	(30)
Net foreign currency exchange losses	26	27	159
Net gains on asset sales	(25)	(16)	(73)
Interest income	(17)	(16)	(11)
General and product liability — discontinued products	8	21	11
Miscellaneous expense	29	15	35
	<hr/> <u>\$ 139</u>	<hr/> <u>\$ 73</u>	<hr/> <u>\$ 186</u>

Financing fees and financial instruments expense was \$156 million in 2012, compared to \$89 million in 2011 and \$95 million in 2010. Financing fees and financial instruments expense consists of the amortization of deferred financing fees, commitment fees and charges incurred in connection with financing transactions. Financing fees in 2012 included \$86 million related to the redemption of \$650 million in aggregate principal amount of our outstanding 10.5% senior notes due 2016, of which \$59 million related to cash premiums paid on the redemption and \$27 million related to the write-off of deferred financing fees and unamortized discount, and \$24 million of charges related to the amendment and restatement of our U.S. second lien term loan facility. Financing fees in 2011 included \$53 million of charges on the redemption of \$350 million in aggregate principal amount of our outstanding 10.5% senior notes due 2016, of which \$37 million related to cash premium paid on the redemption and \$16 million related to the write-off of deferred financing fees and unamortized discount. Financing fees in 2010 included \$50 million of cash premiums paid and \$6 million of financing fees which were written-off on the redemption of \$973 million of long term debt.

Royalty income is derived primarily from licensing arrangements related to divested businesses and to our chemical operations. Royalty income in 2011 included the recognition of \$6 million of income related to a non-recurring transaction.

Net foreign currency exchange losses in 2012 were \$26 million, compared to losses of \$27 million and \$159 million in 2011 and 2010, respectively. Foreign currency exchange in all periods reflected net gains and losses resulting from the effect of exchange rate changes on various foreign currency transactions worldwide. Losses in 2010 included a first quarter loss of \$110 million resulting from the January 8, 2010 devaluation of the Venezuelan bolivar fuerte against the U.S. dollar and the establishment of a two-tier exchange rate structure, and a fourth quarter foreign currency exchange loss of \$24 million in connection with the January 1, 2011 elimination of the two-tier exchange rate structure.

Net gains on asset sales were \$25 million in 2012 and included gains of \$9 million in North American Tire, primarily from the sale of property, gains of \$9 million in EMEA, primarily from the sale of a minority interest in a retail business, and gains of \$4 million in Latin American Tire, primarily from the sale of certain assets related to our bias truck tire business. Net gains on asset sales were \$16 million in 2011 and included gains of \$9 million in Asia Pacific Tire, primarily on the sale of land in Malaysia, and gains of \$4 million in Latin American Tire, primarily on the sale of the farm tire business. Net gains on asset sales were \$73 million in 2010 and included gains of \$58 million in Asia Pacific Tire, primarily on the sale of a closed manufacturing facility in Taiwan and land in Thailand, gains of \$7 million in Latin American Tire, including the recognition of a deferred gain from the sale of a warehouse in 2008, and gains of \$6 million in EMEA, due primarily to the sale of land.

Interest income consisted primarily of amounts earned on cash deposits.

General and product liability — discontinued products includes charges for claims against us related primarily to asbestos personal injury claims, net of probable insurance recoveries. We recorded \$18 million, \$17 million and \$17 million of expense related to asbestos claims in 2012, 2011 and 2010, respectively. In addition, we recorded income of \$10 million, \$9 million and \$5 million related to probable insurance recoveries in 2012, 2011 and 2010, respectively. We also recorded \$13 million of expense in 2011 related to an adjustment for prior periods.

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Miscellaneous expense in 2012 includes \$25 million of charges for certain labor claims relating to a previously closed facility in EMEA. Miscellaneous expense in 2011 included \$9 million related to our insurance deductible with respect to losses as a result of flooding in Thailand. Miscellaneous expense in 2010 included \$25 million related to a claim regarding the use of value-added tax credits in prior years.

**Note 5. Income Taxes**

The components of Income before Income Taxes follow:

(In millions)	2012	2011	2010
U.S.	\$ 146	\$ (111)	\$ (529)
Foreign	294	729	537
	<b>\$ 440</b>	<b>\$ 618</b>	<b>\$ 8</b>

A reconciliation of income taxes at the U.S. statutory rate to income taxes provided on Income follows:

(In millions)	2012	2011	2010
U.S. Federal income tax expense (benefit) at the statutory rate of 35%	\$ 154	\$ 216	\$ 3
Adjustment for foreign income taxed at different rates	(6)	(28)	4
U.S. (income) loss with no tax due to valuation allowance	(49)	41	178
Net foreign operating losses with no tax due to valuation allowances	83	5	18
Net (release) establishment of valuation allowances	4	(59)	(1)
Net (resolution) establishment of uncertain tax positions	10	24	(15)
Deferred tax impact of enacted tax rate and law changes	2	—	(16)
Other	5	2	1
<b>United States and Foreign Taxes</b>	<b>\$ 203</b>	<b>\$ 201</b>	<b>\$ 172</b>

The components of the provision (benefit) for taxes on Income, by taxing jurisdiction, follow:

(In millions)	2012	2011	2010
Current:			
Federal	\$ —	\$ —	\$ (15)
Foreign	184	253	180
State	3	3	1
	<b>187</b>	<b>256</b>	<b>166</b>
Deferred:			
Federal	2	2	(7)
Foreign	13	(56)	12
State	1	(1)	1
	<b>16</b>	<b>(55)</b>	<b>6</b>
<b>United States and Foreign Taxes</b>	<b>\$ 203</b>	<b>\$ 201</b>	<b>\$ 172</b>

In 2012, income tax expense included a net tax charge of \$19 million, which primarily consists of \$10 million of increased tax reserves for prior years. The additional \$9 million relates to various other discrete items.

In 2011, income tax expense included net tax benefits of \$36 million primarily related to a \$64 million benefit from the release of a valuation allowance on our Canadian operations and a \$24 million charge related to the settlement of prior tax years and to increase tax reserves as a result of negative tax court rulings in a foreign jurisdiction.

In 2010, our income tax expense or benefit was allocated among operations and items charged or credited directly to shareholders' equity. Pursuant to this allocation requirement, a \$9 million non-cash tax benefit was allocated to the loss from our U.S. operations,

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
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with offsetting tax expense allocated to items, primarily attributable to employee benefits, charged directly to shareholders' equity. Income tax expense in 2010 also included net tax benefits of \$33 million primarily related to a \$16 million benefit for enacted tax law changes and \$20 million of tax benefits related to the settlement of tax audits and the expiration of statutes of limitations in multiple tax jurisdictions.

Temporary differences and carryforwards giving rise to deferred tax assets and liabilities at December 31 follow:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>
Postretirement benefits and pensions	\$ 1,331	\$ 1,237
Tax loss carryforwards and credits	1,238	949
Capitalized expenditures	456	544
Accrued expenses deductible as paid	613	595
Alternative minimum tax credit carryforwards(1)	98	99
Vacation and sick pay	39	41
Rationalizations and other provisions	73	54
Other	41	46
	3,889	3,565
Valuation allowance	(3,393)	(3,132)
<b>Total deferred tax assets</b>	496	433
Property basis differences	(384)	(350)
<b>Total net deferred tax assets</b>	\$ 112	\$ 83

(1) Primarily unlimited carryforward period.

At December 31, 2012, we had \$461 million of tax assets for net operating loss, capital loss and tax credit carryforwards related to certain international subsidiaries that are primarily from countries with unlimited carryforward periods. A valuation allowance totaling \$574 million has been recorded against these and other deferred tax assets where recovery of the asset or carryforward is uncertain. In addition, we had \$654 million of Federal and \$123 million of state tax assets for net operating loss and tax credit carryforwards. The Federal carryforwards consist of \$50 million of Federal tax assets for net operating losses that expire in 2029 and 2030, \$614 million of foreign tax credits that are subject to expiration from 2016 to 2022 and \$31 million of tax assets related to research and development credits that are subject to expiration from 2027 to 2031. The amount of deferred tax assets reflected in the table above has been reduced by \$41 million related to unrealized stock option deductions. The state carryforwards are subject to expiration from 2013 to 2032. A full valuation allowance has also been recorded against the Federal and state deferred tax assets as recovery is uncertain.

The American Taxpayer Relief Act of 2012, signed into law on January 2, 2013, retroactively adopts certain taxpayer relief provisions that are not reflected in our 2012 financial statements as enactment took place in 2013. The changes include a refundable alternative minimum tax provision that entitles us to a \$7 million refund of our alternative minimum tax carryforwards in 2014. We will record this tax benefit in the first quarter of 2013. The act also reinstates the research and development credit and certain other foreign dividend provisions that will change the components of our deferred taxes. However, these changes will not affect tax expense as we have a full valuation allowance recorded against our U.S. deferred tax assets.

At December 31, 2012, we had unrecognized tax benefits of \$82 million that if recognized, would have a favorable impact on our tax expense of \$70 million. We had accrued interest of \$20 million as of December 31, 2012. If not favorably settled, \$24 million of the unrecognized tax benefits and all of the accrued interest would require the use of our cash. During 2010, our European entities settled various tax years, resulting in a \$48 million reduction of our unrecognized tax benefits. It is reasonably possible that the total amount of unrecognized tax benefits will change during the next 12 months. However, we do not expect those changes will have a significant impact on our financial position or results of operations.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
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**Reconciliation of Unrecognized Tax Benefits**

(In millions)

**Balance at January 1**

	2012	2011	2010
\$ 90	\$ 87	\$ 112	
Increases related to prior year tax positions	12	17	32
Decreases related to prior year tax positions	(7)	—	(3)
Increases related to current year tax positions	—	3	—
Settlements	(6)	(9)	(51)
Lapse of statute of limitations	(3)	(1)	(4)
Foreign currency impact	(4)	(7)	1
<b>Balance at December 31</b>	<b>\$ 82</b>	<b>\$ 90</b>	<b>\$ 87</b>

Generally, years from 2006 onward are still open to examination by foreign taxing authorities, including in Germany. In the United States, we are open to examination from 2011 onward.

We have undistributed earnings of international subsidiaries of approximately \$3.7 billion, a significant portion of which has already been subject to Federal income taxation. No provision for Federal income tax or foreign withholding tax on any of these undistributed earnings is required because either such earnings were already subject to tax or the amount has been or will be reinvested in property, plant and equipment and working capital. Quantification of the deferred tax liability, if any, associated with these undistributed earnings is not practicable.

Net cash payments for income taxes were \$204 million, \$212 million and \$167 million in 2012, 2011 and 2010, respectively.

**Note 6. Earnings (Loss) Per Share**

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

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

(In millions, except per share amounts)

Earnings (loss) per share — basic:

	2012	2011	2010
\$ 212	\$ 343	\$ (216)	
29	22	—	
<b>\$ 183</b>	<b>\$ 321</b>	<b>\$ (216)</b>	
<b>245</b>	<b>244</b>	<b>242</b>	
<b>\$ 0.75</b>	<b>\$ 1.32</b>	<b>\$ (0.89)</b>	

Earnings (loss) per share — diluted:

	2012	2011	2010
\$ 212	\$ 343	\$ (216)	
29	—	—	
<b>\$ 183</b>	<b>\$ 343</b>	<b>\$ (216)</b>	
<b>245</b>	<b>244</b>	<b>242</b>	
<b>\$ 0.74</b>	<b>\$ 1.26</b>	<b>\$ (0.89)</b>	

Weighted average shares outstanding — diluted for the year ended December 31, 2012 excludes the effect of approximately 34 million equivalent shares related to the mandatory convertible preferred stock as their inclusion would have been anti-dilutive. In addition, Goodyear net income used to compute earnings per share — diluted for the year ended December 31, 2012 is reduced by \$29 million of preferred stock dividends since the inclusion of the related shares of preferred stock would have been anti-dilutive.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
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Additionally, weighted average shares outstanding — diluted for 2012, 2011 and 2010 excludes approximately 11 million, 6 million and 10 million equivalent shares, respectively, related to options with exercise prices greater than the average market price of our common stock (i.e., “underwater” options). Weighted average shares outstanding — diluted for 2010 excludes approximately 4 million equivalent shares related to options with exercise prices less than the average market price of our common stock (i.e., “in-the-money” options), as their inclusion would have been anti-dilutive due to the Goodyear net loss in that year.

#### **Note 7. Business Segments**

Segment information reflects our strategic business units (“SBUs”), which are organized to meet customer requirements and global competition. We operate our business through four operating segments representing our regional tire businesses: North American Tire; Europe, Middle East and Africa Tire; Latin American Tire; and Asia Pacific Tire. Segment information is reported on the basis used for reporting to our Chairman of the Board, Chief Executive Officer and President. Each of the four regional business segments is involved in the development, manufacture, distribution and sale of tires. Certain of the business segments also provide related products and services, which include retreads, automotive and commercial truck repair services and merchandise purchased for resale. Each segment also exports tires to other segments.

North American Tire manufactures and sells tires for automobiles, trucks, motorcycles, buses, earthmoving and mining equipment, commercial and military aviation, and industrial equipment in the United States and Canada. North American Tire also provides related products and services including retread tires, tread rubber, automotive and commercial truck maintenance and repair services, as well as sells chemical and natural rubber products to our other business segments and to unaffiliated customers.

Europe, Middle East and Africa Tire manufactures and sells tires for automobiles, trucks, motorcycles, farm implements, and construction equipment throughout Europe, the Middle East and Africa. EMEA also sells new and retreaded aviation tires, retreading and related services for commercial truck and OTR tires, and automotive maintenance and repair services.

Latin American Tire manufactures and sells tires for automobiles, trucks, and aviation and construction equipment throughout Central and South America and in Mexico. Latin American Tire also provides related products and services including retreaded tires and tread rubber for truck tires.

Asia Pacific Tire manufactures and sells tires for automobiles, trucks, farm, construction and mining equipment, and the aviation industry throughout the Asia Pacific region. Asia Pacific Tire also provides related products and services including retreaded truck and aviation tires, tread rubber, and automotive maintenance and repair services.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
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The following table presents segment sales and operating income, and the reconciliation of segment operating income to Income before Income Taxes:

(In millions)	2012	2011	2010
<b>Sales</b>			
North American Tire	\$ 9,666	\$ 9,859	\$ 8,205
Europe, Middle East and Africa Tire	6,884	8,040	6,407
Latin American Tire	2,085	2,472	2,158
Asia Pacific Tire	2,357	2,396	2,062
<b>Net Sales</b>	<b>\$ 20,992</b>	<b>\$ 22,767</b>	<b>\$ 18,832</b>
<b>Segment Operating Income</b>			
North American Tire	\$ 514	\$ 276	\$ 18
Europe, Middle East and Africa Tire	252	627	319
Latin American Tire	223	231	330
Asia Pacific Tire	259	234	250
<b>Total Segment Operating Income</b>	<b>1,248</b>	<b>1,368</b>	<b>917</b>
Less:			
Rationalizations	175	103	240
Interest expense	357	330	316
Other expense	139	73	186
Asset write-offs and accelerated depreciation	20	50	15
Corporate incentive compensation plans	69	70	71
Corporate pension curtailments/settlements	1	15	—
Intercompany profit elimination	(1)	5	14
Retained expenses of divested operations	14	29	20
Other	34	75	47
<b>Income before Income Taxes</b>	<b>\$ 440</b>	<b>\$ 618</b>	<b>\$ 8</b>

In the fourth quarter of 2012, we negotiated a waiver of certain performance obligations under an offtake agreement for tires and recognized a \$24 million reduction in CGS. The benefit was recognized in Corporate, which is excluded from segment operating income, and included in Other above.

The following table presents segment assets at December 31:

(In millions)	2012	2011	2010
<b>Assets</b>			
North American Tire	\$ 5,170	\$ 5,744	\$ 5,243
Europe, Middle East and Africa Tire	5,415	5,915	5,266
Latin American Tire	2,367	2,141	1,809
Asia Pacific Tire	2,601	2,482	2,150
<b>Total Segment Assets</b>	<b>15,553</b>	<b>16,282</b>	<b>14,468</b>
Corporate	1,420	1,347	1,162
	<b>\$ 16,973</b>	<b>\$ 17,629</b>	<b>\$ 15,630</b>

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

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The following table presents geographic information. Net sales by country were determined based on the location of the selling subsidiary. Long-lived assets consisted of property, plant and equipment. Besides Germany, management did not consider the net sales of any other individual countries outside the United States to be significant to the consolidated financial statements. For long-lived assets only China and Germany were considered to be significant.

(In millions)	2012	2011	2010
<b>Net Sales</b>			
United States	\$ 8,416	\$ 8,397	\$ 7,104
Germany	2,541	2,962	2,229
Other international	10,035	11,408	9,499
	<b>\$ 20,992</b>	<b>\$ 22,767</b>	<b>\$ 18,832</b>
<b>Long-Lived Assets</b>			
United States	\$ 2,424	\$ 2,367	\$ 2,411
China	796	711	508
Germany	788	691	676
Other international	2,948	2,606	2,570
	<b>\$ 6,956</b>	<b>\$ 6,375</b>	<b>\$ 6,165</b>

At December 31, 2012, significant concentrations of cash and cash equivalents held by our international subsidiaries included the following amounts:

- \$418 million or 18% in Europe, Middle East and Africa, primarily Belgium and Poland (\$793 million or 29% at December 31, 2011),
- \$370 million or 16% in Asia, primarily China, Australia and Singapore (\$430 million or 16% at December 31, 2011), and
- \$622 million or 27% in Latin America, primarily Venezuela and Brazil (\$527 million or 19% at December 31, 2011).

Rationalizations, as described in Note 2, Costs Associated with Rationalization Programs, net (gains) losses on asset sales, as described in Note 4, Other Expense, and Asset write-offs and accelerated depreciation were not charged (credited) to the SBUs for performance evaluation purposes but were attributable to the SBUs as follows:

(In millions)	2012	2011	2010
<b>Rationalizations</b>			
North American Tire	\$ 43	\$ 72	\$ 184
Europe, Middle East and Africa Tire	100	15	41
Latin American Tire	6	—	5
Asia Pacific Tire	26	16	11
	<b>175</b>	<b>103</b>	<b>241</b>
<b>Total Segment Rationalizations</b>			
Corporate	—	—	(1)
	<b>\$ 175</b>	<b>\$ 103</b>	<b>\$ 240</b>

(In millions)	2012	2011	2010
<b>Net (Gains) Losses on Asset Sales</b>			
North American Tire	\$ (9)	\$ 2	\$ (2)
Europe, Middle East and Africa Tire	(9)	(1)	(6)
Latin American Tire	(4)	(4)	(7)
Asia Pacific Tire	(1)	(9)	(58)
	<b>(23)</b>	<b>(12)</b>	<b>(73)</b>
<b>Total Segment Asset Sales</b>			
Corporate	(2)	(4)	—
	<b>\$ (25)</b>	<b>\$ (16)</b>	<b>\$ (73)</b>

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

(In millions)

**Asset Write-offs and Accelerated Depreciation**

	2012	2011	2010
North American Tire	\$ 1	\$ 43	\$ 2
Europe, Middle East and Africa Tire	—	—	1
Asia Pacific Tire	19	7	12
<b>Total Segment Asset Write-offs and Accelerated Depreciation</b>	<b>\$ 20</b>	<b>\$ 50</b>	<b>\$ 15</b>

The following tables present segment capital expenditures, depreciation and amortization:

(In millions)

**Capital Expenditures**

	2012	2011	2010
North American Tire	\$ 212	\$ 236	\$ 319
Europe, Middle East and Africa Tire	344	240	183
Latin American Tire	250	237	135
Asia Pacific Tire	286	314	281
<b>Total Segment Capital Expenditures</b>	<b>1,092</b>	<b>1,027</b>	<b>918</b>
Corporate	35	16	26
	<b>\$ 1,127</b>	<b>\$ 1,043</b>	<b>\$ 944</b>

(In millions)

**Depreciation and Amortization**

	2012	2011	2010
North American Tire	\$ 275	\$ 286	\$ 295
Europe, Middle East and Africa Tire	215	222	209
Latin American Tire	72	73	57
Asia Pacific Tire	89	73	63
<b>Total Segment Depreciation and Amortization</b>	<b>651</b>	<b>654</b>	<b>624</b>
Corporate	36	61	28
	<b>\$ 687</b>	<b>\$ 715</b>	<b>\$ 652</b>

The following table presents segment equity in the net income of investees accounted for by the equity method:

(In millions)

**Equity in (Income)**

	2012	2011	2010
North American Tire	\$ (6)	\$ (5)	\$ (4)
Europe, Middle East and Africa Tire	—	(1)	—
Asia Pacific Tire	(28)	(13)	(7)
<b>Total Segment Equity in (Income)</b>	<b>\$ (34)</b>	<b>\$ (19)</b>	<b>\$ (11)</b>

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Note 8. Accounts Receivable**

(In millions)	2012	2011
Accounts receivable	\$ 2,662	\$ 2,946
Allowance for doubtful accounts	(99)	(97)
	<u><u>\$ 2,563</u></u>	<u><u>\$ 2,849</u></u>

**Note 9. Inventories**

(In millions)	2012	2011
Raw materials	\$ 743	\$ 937
Work in process	169	186
Finished goods	2,338	2,733
	<u><u>\$ 3,250</u></u>	<u><u>\$ 3,856</u></u>

**Note 10. Goodwill and Intangible Assets**

The following table presents the net carrying amount of goodwill allocated by reporting unit, and changes during 2012:

(In millions)	Balance at December 31, 2011	Divestitures	Translation	Balance at December 31, 2012
North American Tire	\$ 93	—	—	\$ 93
Europe, Middle East and Africa Tire	484	(2)	15	497
Asia Pacific Tire	77	—	(3)	74
	<u><u>\$ 654</u></u>	<u><u>(2)</u></u>	<u><u>\$ 12</u></u>	<u><u>\$ 664</u></u>

The following table presents the net carrying amount of goodwill allocated by reporting unit, and changes during 2011:

(In millions)	Balance at December 31, 2010	Divestitures	Translation	Balance at December 31, 2011
North American Tire	\$ 94	(1)	—	\$ 93
Europe, Middle East and Africa Tire	509	(1)	(24)	484
Asia Pacific Tire	80	—	(3)	77
	<u><u>\$ 683</u></u>	<u><u>(2)</u></u>	<u><u>\$ (27)</u></u>	<u><u>\$ 654</u></u>

The following table presents information about intangible assets:

(In millions)	2012			2011		
	Gross Carrying Amount(1)	Accumulated Amortization(1)	Net Carrying Amount	Gross Carrying Amount(1)	Accumulated Amortization(1)	Net Carrying Amount
Intangible assets with indefinite lives	\$ 128	\$ (6)	\$ 122	\$ 128	\$ (6)	\$ 122
Trademarks and patents	20	(12)	8	22	(12)	10
Other intangible assets	21	(11)	10	33	(8)	25
	<u><u>\$ 169</u></u>	<u><u>\$ (29)</u></u>	<u><u>\$ 140</u></u>	<u><u>\$ 183</u></u>	<u><u>\$ (26)</u></u>	<u><u>\$ 157</u></u>

(1) Includes impact of foreign currency translation.

Intangible assets primarily comprise the right to use certain brand names and trademarks on a non-competitive basis related to our global alliance with Sumitomo Rubber Industries, Ltd.

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Amortization expense for intangible assets totaled \$3 million, \$4 million and \$4 million in 2012, 2011 and 2010, respectively. We estimate that annual amortization expense related to intangible assets will be approximately \$4 million in 2013, \$3 million each in 2014 and 2015, and \$1 million each in 2016 and 2017; and the weighted average remaining amortization period is approximately 17 years.

The decrease in Other intangible assets during 2012 was due primarily to the reclassification of certain assets held for sale in our Asia Pacific Tire segment to Prepaid Expenses and Other Current Assets in conjunction with the planned transfer of our manufacturing facility in Dalian, China to the Dalian government.

Our annual impairment analysis for 2012, 2011 and 2010 indicated no impairment of goodwill or intangible assets with indefinite lives. In addition, there were no events or circumstances that indicated the impairment test should be re-performed for goodwill or for intangible assets with indefinite lives for any segment at December 31, 2012.

#### **Note 11. Other Assets and Investments**

We owned 3,421,306 shares of Sumitomo Rubber Industries, Ltd. ("SRI") at December 31, 2012 and 2011 (the "Sumitomo Investment"). The fair value of the Sumitomo Investment was \$41 million at December 31, 2012 and 2011, and was included in Other Assets. We have classified the Sumitomo Investment as available-for-sale. At December 31, 2012, AOCL included gross unrealized holding gains on the Sumitomo Investment of \$25 million (\$26 million after-tax), compared to \$24 million (\$26 million after-tax) at December 31, 2011.

Dividends received from our consolidated subsidiaries were \$129 million, \$168 million and \$126 million in 2012, 2011 and 2010, respectively. Dividends received from our affiliates accounted for using the equity method were \$11 million, \$8 million and \$4 million in 2012, 2011 and 2010, respectively.

At December 31, 2012, Prepaid Expenses and Other Current Assets includes assets reclassified as held for sale totaling \$43 million, related to our closed tire manufacturing facility in Dalian, China in anticipation of the transfer of the property to the Dalian government, consisting of property, plant and equipment of \$29 million and intangible assets of \$14 million.

During 2010, we received redemptions of \$26 million from our investment in The Reserve Primary Fund, which were included in other transactions in Cash Flows from Investing Activities in the Consolidated Statement of Cash Flows.

#### **Note 12. Property, Plant and Equipment**

<i>(In millions)</i>	2012			2011		
	Owned	Capital Leases	Total	Owned	Capital Leases	Total
Property, plant and equipment, at cost:						
Land	\$ 415	\$ 1	\$ 416	\$ 411	\$ 1	\$ 412
Buildings	2,061	17	2,078	1,974	17	1,991
Machinery and equipment	12,036	46	12,082	11,460	19	11,479
Construction in progress	1,173	15	1,188	948	—	948
	<u>15,685</u>	<u>79</u>	<u>15,764</u>	<u>14,793</u>	<u>37</u>	<u>14,830</u>
Accumulated depreciation	(8,975)	(16)	(8,991)	(8,619)	(10)	(8,629)
	<u>6,710</u>	<u>63</u>	<u>6,773</u>	<u>6,174</u>	<u>27</u>	<u>6,201</u>
Spare parts	183	—	183	174	—	174
	<u>\$ 6,893</u>	<u>\$ 63</u>	<u>\$ 6,956</u>	<u>\$ 6,348</u>	<u>\$ 27</u>	<u>\$ 6,375</u>

The range of useful lives of property used in arriving at the annual amount of depreciation provided are as follows: buildings and improvements, 5 to 45 years; machinery and equipment, 3 to 30 years.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Note 13. Leased Assets**

Net rental expense comprised the following:

(In millions)	2012	2011	2010
Gross rental expense	\$ 417	\$ 415	\$ 400
Sublease rental income	(53)	(61)	(66)
	<b>\$ 364</b>	<b>\$ 354</b>	<b>\$ 334</b>

We enter into leases primarily for our wholesale and retail distribution facilities, vehicles, and data processing equipment under varying terms and conditions. Many of the leases require us to pay taxes assessed against leased property and the cost of insurance and maintenance. A portion of our retail distribution network is sublet to independent dealers.

While substantially all subleases and some operating leases are cancelable for periods beyond 2013, management expects that in the normal course of its business nearly all of its independent dealer distribution network will be actively operated. As leases and subleases for existing locations expire, we would normally expect to evaluate such leases and either renew the leases or substitute another more favorable retail location.

The following table presents minimum future lease payments:

(In millions)	2013	2014	2015	2016	2017	2018 and Beyond	Total
<b>Capital Leases</b>							
Minimum lease payments	\$ 15	\$ 15	\$ 11	\$ 8	\$ 6	\$ 27	\$ 82
Imputed interest	(1)	(3)	(2)	(2)	(1)	(15)	(24)
Present value	<b>\$ 14</b>	<b>\$ 12</b>	<b>\$ 9</b>	<b>\$ 6</b>	<b>\$ 5</b>	<b>\$ 12</b>	<b>\$ 58</b>
<b>Operating Leases</b>							
Minimum lease payments	\$ 322	\$ 249	\$ 197	\$ 155	\$ 117	\$ 382	\$ 1,422
Minimum sublease rentals	(42)	(33)	(25)	(17)	(9)	(5)	(131)
	<b>\$ 280</b>	<b>\$ 216</b>	<b>\$ 172</b>	<b>\$ 138</b>	<b>\$ 108</b>	<b>\$ 377</b>	<b>\$ 1,291</b>
Imputed interest							(291)
Present value							<b>\$ 1,000</b>

**Note 14. Financing Arrangements and Derivative Financial Instruments**

At December 31, 2012, we had total credit arrangements of \$8,387 million, of which \$2,949 million were unused. At that date, 38% of our debt was at variable interest rates averaging 5.50%.

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

At December 31, 2012, we had short term committed and uncommitted credit arrangements totaling \$550 million, of which \$448 million were unused. These arrangements are available primarily to certain of our international subsidiaries through various banks at quoted market interest rates.

The following table presents amounts due within one year:

(In millions)	December 31, 2012	December 31, 2011
<b>Notes payable and overdrafts:</b>	<b>\$ 102</b>	<b>\$ 256</b>
Weighted average interest rate	4.29%	5.56%
<b>Long term debt and capital leases due within one year:</b>		
Other domestic and international debt (including capital leases)	<b>\$ 96</b>	<b>\$ 156</b>
Weighted average interest rate	6.88%	10.78%
<b>Total obligations due within one year</b>	<b>\$ 198</b>	<b>\$ 412</b>

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Long Term Debt and Capital Leases and Financing Arrangements**

At December 31, 2012, we had long term credit arrangements totaling \$7,837 million, of which \$2,501 million were unused.

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

(In millions)	December 31, 2012		December 31, 2011	
	Amount	Interest Rate	Amount	Interest Rate
<b>Notes:</b>				
10.5% due 2016	\$ —	—	\$ 631	—
6.75% Euro Notes due 2019	330	—	324	—
8.25% due 2020	994	—	994	—
8.75% due 2020	266	—	264	—
7% due 2022	700	—	—	—
7% due 2028	149	—	149	—
<b>Credit Facilities:</b>				
\$2.0 billion first lien revolving credit facility due 2017	—	—	—	—
\$1.2 billion second lien term loan facility due 2019	1,194	4.75%	1,200	1.93%
€400 million revolving credit facility due 2016	—	—	—	—
Pan-European accounts receivable facility due 2015	192	3.00%	393	3.51%
Chinese credit facilities	471	6.38%	389	5.80%
Other domestic and international debt <sup>(1)</sup>	630	8.40%	570	10.00%
	4,926	—	4,914	—
Capital lease obligations	58	—	31	—
	4,984	—	4,945	—
Less portion due within one year	(96)	—	(156)	—
	<b>\$ 4,888</b>	—	<b>\$ 4,789</b>	—

(1) Interest rates are weighted average interest rates related to various international credit facilities with customary terms and conditions and the Global and North American Tire Headquarters financing liability described below.

## NOTES

**Redemption of 10.5% Senior Notes due 2016**

On March 29, 2012, we redeemed \$650 million in aggregate principal amount of our outstanding 10.5% senior notes due 2016 at an aggregate redemption price of \$709 million, including a \$59 million prepayment premium, plus accrued and unpaid interest to the redemption date. We also recorded \$27 million of expense for the write-off of unamortized discounts and deferred financing fees as a result of the redemption.

**€250 million 6.75% Senior Notes due 2019 of Goodyear Dunlop Tires Europe B.V. ("GDTE")**

At December 31, 2012, €250 million aggregate principal amount of GDTE's 6.75% senior notes due 2019 were outstanding. These notes were sold at 100% of the principal amount and will mature on April 15, 2019. These notes are unsecured senior obligations of GDTE and are guaranteed, on an unsecured senior basis, by the Company and our U.S. and Canadian subsidiaries that also guarantee our obligations under our U.S. senior secured credit facilities described below.

We have the option to redeem these notes, in whole or in part, at any time on or after April 15, 2015 at a redemption price of 103.375%, 101.688% and 100% during the 12-month periods commencing on April 15, 2015, 2016 and 2017 and thereafter, respectively, plus accrued and unpaid interest to the redemption date. Prior to April 15, 2015, we may redeem these notes, in whole or in part, at a redemption price equal to 100% of the principal amount plus a make-whole premium and accrued and unpaid interest to the redemption date. In addition, prior to April 15, 2014, we may redeem up to 35% of the original aggregate principal amount of these notes from the net cash proceeds of certain equity offerings at a redemption price equal to 106.75% of the principal amount plus accrued and unpaid interest to the redemption date.

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The terms of the indenture for these notes, among other things, limit the ability of the Company and certain of its subsidiaries, including GDTE, (i) to incur additional debt or issue redeemable preferred stock, (ii) pay dividends or make certain other restricted payments or investments, (iii) incur liens, (iv) sell assets, (v) incur restrictions on the ability of our subsidiaries to pay dividends to us, (vi) enter into affiliate transactions, (vii) engage in sale and leaseback transactions, and (viii) consolidate, merge, sell or otherwise dispose of all or substantially all of our assets. These covenants are subject to significant exceptions and qualifications. For example, if these notes are assigned an investment grade rating by Moody's and Standard & Poor's and no default has occurred or is continuing, certain covenants will be suspended. The indenture has customary defaults, including a cross-default to material indebtedness of Goodyear and our subsidiaries.

**\$1.0 billion 8.25% Senior Notes due 2020**

At December 31, 2012, \$1.0 billion aggregate principal amount of 8.25% senior notes due 2020 were outstanding. These notes had an effective yield of 8.349% at issuance. These notes are unsecured senior obligations, are guaranteed by our U.S. and Canadian subsidiaries that also guarantee our obligations under our U.S. senior secured credit facilities described below, and will mature on August 15, 2020.

We have the option to redeem these notes, in whole or in part, at any time on or after August 15, 2015 at a redemption price of 104.125%, 102.750%, 101.375% and 100% during the 12-month periods commencing on August 15, 2015, 2016, 2017 and 2018 and thereafter, respectively, plus accrued and unpaid interest to the redemption date. Prior to August 15, 2015, we may redeem these notes, in whole or in part, at a redemption price equal to 100% of the principal amount plus a make-whole premium and accrued and unpaid interest to the redemption date. In addition, prior to August 15, 2013, we may redeem up to 35% of these notes from the net cash proceeds of certain equity offerings at a redemption price equal to 108.25% of the principal amount plus accrued and unpaid interest to the redemption date.

The terms of the indenture for these notes, among other things, limit our ability and the ability of certain of our subsidiaries to (i) incur additional debt or issue redeemable preferred stock, (ii) pay dividends or make certain other restricted payments or investments, (iii) incur liens, (iv) sell assets, (v) incur restrictions on the ability of our subsidiaries to pay dividends to us, (vi) enter into affiliate transactions, (vii) engage in sale and leaseback transactions, and (viii) consolidate, merge, sell or otherwise dispose of all or substantially all of our assets. These covenants are subject to significant exceptions and qualifications. For example, if these notes are assigned an investment grade rating by Moody's and Standard & Poor's and no default has occurred or is continuing, certain covenants will be suspended. The indenture has customary defaults, including a cross-default to material indebtedness of Goodyear and our subsidiaries.

**\$282 million 8.75% Senior Notes due 2020**

At December 31, 2012, \$282 million aggregate principal amount of 8.75% notes due 2020 were outstanding. These notes, with an effective yield of 9.20%, are unsecured senior obligations, are guaranteed by our U.S. and Canadian subsidiaries that also guarantee our obligations under our U.S. senior secured credit facilities described below, and will mature on August 15, 2020.

We have the option to redeem these notes, in whole or in part, at any time at a redemption price equal to the greater of 100% of the principal amount of these notes or the sum of the present values of the remaining scheduled payments on these notes, discounted using a defined treasury rate plus 50 basis points, plus in either case accrued and unpaid interest to the redemption date.

The terms of the indenture for these notes, among other things, limit our ability and the ability of certain of our subsidiaries to (i) incur secured debt, (ii) engage in sale and leaseback transactions, and (iii) consolidate, merge, sell or otherwise dispose of all or substantially all of our assets. These covenants are subject to significant exceptions and qualifications.

**\$700 million 7% Senior Notes due 2022**

On February 28, 2012, we issued \$700 million aggregate principal amount of 7% senior notes due 2022. These notes were sold at 100% of the principal amount and will mature on May 15, 2022. These notes are unsecured senior obligations and are guaranteed by our U.S. and Canadian subsidiaries that also guarantee our obligations under our U.S. senior secured credit facilities described below.

We have the option to redeem these notes, in whole or in part, at any time on or after May 15, 2017 at a redemption price of 103.5%, 102.333%, 101.167% and 100% during the 12-month periods commencing on May 15, 2017, 2018, 2019 and 2020 and thereafter, respectively, plus accrued and unpaid interest to the redemption date. Prior to May 15, 2017, we may redeem these notes, in whole or in part, at a redemption price equal to 100% of the principal amount plus a make-whole premium and accrued and unpaid interest to the redemption date. In addition, prior to May 15, 2015, we may redeem up to 35% of the original aggregate principal amount of these notes from the net cash proceeds of certain equity offerings at a redemption price equal to 107% of the principal amount plus accrued and unpaid interest to the redemption date.

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The indenture for these notes includes covenants that are substantially similar to those contained in the indenture governing our 8.25% senior notes due 2020, described above.

**\$150 million 7% Senior Notes due 2028**

At December 31, 2012, \$150 million aggregate principal amount of our 7% notes due 2028 were outstanding. These notes are unsecured senior obligations and will mature on March 15, 2028.

We have the option to redeem these notes, in whole or in part, at any time at a redemption price equal to the greater of 100% of the principal amount thereof or the sum of the present values of the remaining scheduled payments thereon, discounted using a defined treasury rate plus 15 basis points, plus in either case accrued and unpaid interest to the redemption date.

The terms of the indenture for these notes, among other things, limit our ability and the ability of certain of our subsidiaries to (i) incur secured debt, (ii) engage in sale and leaseback transactions, and (iii) consolidate, merge, sell or otherwise dispose of all or substantially all of our assets. These covenants are subject to significant exceptions and qualifications.

**CREDIT FACILITIES**

**\$2.0 billion Amended and Restated First Lien Revolving Credit Facility due 2017**

On April 19, 2012, we amended and restated our U.S. first lien revolving credit facility. Significant changes to the first lien revolving credit facility include the extension of the maturity to 2017 and an increase of the available commitments from \$1.5 billion to \$2.0 billion. Loans under this facility initially bear interest at LIBOR plus 150 basis points, based on our current liquidity as described below.

Our amended and restated first lien revolving credit facility is available in the form of loans or letters of credit, with letter of credit availability limited to \$800 million. Subject to the consent of the lenders whose commitments are to be increased, we may request that the facility be increased by up to \$250 million. Our obligations under the facility are guaranteed by most of our wholly-owned U.S. and Canadian subsidiaries. Our obligations under the facility and our subsidiaries' obligations under the related guarantees are secured by first priority security interests in collateral that includes, subject to certain exceptions:

- U.S. and Canadian accounts receivable and inventory;
- certain of our U.S. manufacturing facilities;
- equity interests in our U.S. subsidiaries and up to 65% of the equity interests in our directly owned foreign subsidiaries, excluding GDTE and its subsidiaries; and
- substantially all other tangible and intangible assets, including equipment, contract rights and intellectual property.

Availability under the facility is subject to a borrowing base, which is based on eligible accounts receivable and inventory of The Goodyear Tire & Rubber Company and certain of its U.S. and Canadian subsidiaries, after adjusting for customary factors that are subject to modification from time to time by the administrative agent or the majority lenders at their discretion (not to be exercised unreasonably). Modifications are based on the results of periodic collateral and borrowing base evaluations and appraisals. To the extent that our eligible accounts receivable and inventory decline, our borrowing base will decrease and the availability under the facility may decrease below \$2.0 billion. In addition, if the amount of outstanding borrowings and letters of credit under the facility exceeds the borrowing base, we are required to prepay borrowings and/or cash collateralize letters of credit sufficient to eliminate the excess. As of December 31, 2012, our borrowing base, and therefore our availability, under this facility was \$361 million below the facility's stated amount of \$2.0 billion.

The facility, which matures on April 30, 2017, contains certain covenants that, among other things, limit our ability and the ability of certain of our subsidiaries (i) to incur additional debt or issue redeemable preferred stock, (ii) pay dividends or make certain other restricted payments or investments, (iii) incur liens, (iv) sell assets, (v) incur restrictions on the ability of our subsidiaries to pay dividends to us, (vi) enter into affiliate transactions, (vii) engage in sale and leaseback transactions, and (viii) consolidate, merge, sell or otherwise dispose of all or substantially all of our assets. These covenants are subject to significant exceptions and qualifications. In addition, in the event that the availability under the facility plus the aggregate amount of our Available Cash is less than \$200 million, we will not be permitted to allow our ratio of EBITDA to Consolidated Interest Expense to be less than 2.0 to 1.0 for any period of four consecutive fiscal quarters. "Available Cash," "EBITDA" and "Consolidated Interest Expense" have the meanings given them in the facility.

The facility has customary representations and warranties including, as a condition to borrowing, that all such representations and warranties are true and correct, in all material respects, on the date of the borrowing, including representations as to no material adverse change in our financial condition since December 31, 2011. The facility also has customary defaults, including a cross-default to material indebtedness of Goodyear and our subsidiaries.

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If Available Cash (as defined in the facility) plus the availability under the facility is greater than \$1.0 billion, amounts drawn under the facility will bear interest, at our option, at (i) 150 basis points over LIBOR or (ii) 50 basis points over an alternative base rate (the higher of the prime rate, the federal funds rate plus 50 basis points or LIBOR plus 100 basis points), and undrawn amounts under the facility will be subject to an annual commitment fee of 37.5 basis points. If Available Cash plus the availability under the facility is equal to or less than \$1.0 billion, then amounts drawn under the facility will bear interest, at our option, at (i) 175 basis points over LIBOR or (ii) 75 basis points over an alternative base rate, and undrawn amounts under the facility will be subject to an annual commitment fee of 25 basis points.

At December 31, 2012, we had no borrowings and \$400 million of letters of credit issued under the revolving credit facility. At December 31, 2011, we had no borrowings and \$407 million of letters of credit issued under the revolving credit facility.

**\$1.2 billion Amended and Restated Second Lien Term Loan Facility due 2019**

On April 19, 2012, we also amended and restated our U.S. second lien term loan facility, including the extension of the maturity to 2019. The term loan bears interest at LIBOR plus 375 basis points, subject to a minimum LIBOR rate of 100 basis points. In addition, the amended and restated second lien term loan was issued with an original issue discount of 200 basis points and is subject to a call protection premium of 100 basis points if any specified repricing event occurs prior to April 19, 2013.

Our amended and restated second lien term loan facility may be increased by up to \$300 million at our request, subject to the consent of the lenders making such additional term loans. Our obligations under this facility are guaranteed by most of our wholly-owned U.S. and Canadian subsidiaries and are secured by second priority security interests in the same collateral securing the \$2.0 billion first lien revolving credit facility. The facility, which matures on April 30, 2019, contains covenants, representations, warranties and defaults similar to those in the \$2.0 billion first lien revolving credit facility. In addition, if our Pro Forma Senior Secured Leverage Ratio (the ratio of Consolidated Net Secured Indebtedness to EBITDA) for any period of four consecutive fiscal quarters is greater than 3.0 to 1.0, before we may use cash proceeds from certain asset sales to repay any junior lien, senior unsecured or subordinated indebtedness, we must first offer to use such cash proceeds to prepay borrowings under the second lien term loan facility. "Pro Forma Senior Secured Leverage Ratio," "Consolidated Net Secured Indebtedness" and "EBITDA" have the meanings given them in the facility. Loans under this facility bear interest, at our option, at (i) 375 basis points over LIBOR (subject to a minimum LIBOR rate of 100 basis points) or (ii) 275 basis points over an alternative base rate (the higher of the prime rate, the federal funds rate plus 50 basis points or LIBOR plus 100 basis points).

At December 31, 2012 and December 31, 2011, this facility was fully drawn.

**€400 million Amended and Restated Senior Secured European Revolving Credit Facility due 2016**

Our amended and restated €400 million European revolving credit facility consists of (i) a €100 million German tranche that is available only to Goodyear Dunlop Tires Germany GmbH (the "German borrower") and (ii) a €300 million all-borrower tranche that is available to GDTE, the German borrower and certain of GDTE's other subsidiaries. Up to €50 million in letters of credit are available for issuance under the all-borrower tranche. Amounts drawn under the facility will bear interest at LIBOR plus 250 basis points for loans denominated in U.S. dollars or pounds sterling and EURIBOR plus 250 basis points for loans denominated in euros, and undrawn amounts under the facility will be subject to an annual commitment fee of 50 basis points.

GDTE and certain of its subsidiaries in the United Kingdom, Luxembourg, France and Germany provide guarantees to support the facility. GDTE's obligations under the facility and the obligations of its subsidiaries under the related guarantees are secured by security interests in collateral that includes, subject to certain exceptions:

- the capital stock of the principal subsidiaries of GDTE; and
- a substantial portion of the tangible and intangible assets of GDTE and GDTE's subsidiaries in the United Kingdom, Luxembourg, France and Germany, including certain accounts receivable, inventory, real property, equipment, contract rights and cash accounts, but excluding certain accounts receivable and cash accounts in subsidiaries that are or may become parties to securitization programs.

The German guarantors secure the German tranche on a first-lien basis and the all-borrower tranche on a second-lien basis. GDTE and its other subsidiaries that provide guarantees secure the all-borrower tranche on a first-lien basis and do not provide collateral support for the German tranche. The Company and its U.S. subsidiaries and primary Canadian subsidiary that guarantee our U.S. senior secured credit facilities described above also provide unsecured guarantees in support of the facility.

The facility, which matures on April 20, 2016, contains covenants similar to those in our first lien revolving credit facility, with additional limitations applicable to GDTE and its subsidiaries. In addition, under the facility, GDTE's ratio of Consolidated Net J.V. Indebtedness to Consolidated European J.V. EBITDA for a period of four consecutive fiscal quarters is not permitted to be greater than 3.0 to 1.0 at the end of any fiscal quarter. Consolidated Net J.V. Indebtedness is determined net of the sum of (1) cash and cash equivalents in excess of \$100 million held by GDTE and its subsidiaries, (2) cash and cash equivalents in excess of \$150 million held by the Company and its U.S. subsidiaries and (3) availability under our first lien revolving credit facility if available

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borrowings under our first lien revolving credit facility plus Available Cash (as defined thereunder) is equal to or greater than \$150 million and the conditions to borrowing thereunder are met. Consolidated Net J.V. Indebtedness also excludes loans from other consolidated Goodyear entities. "Consolidated Net J.V. Indebtedness" and "Consolidated European J.V. EBITDA" have the meanings given them in the facility.

The facility has customary representations and warranties including, as a condition to borrowing, that all such representations and warranties are true and correct, in all material respects, on the date of the borrowing, including representations as to no material adverse change in our financial condition since December 31, 2010. The facility also has customary defaults, including a cross-default to material indebtedness of Goodyear and our subsidiaries.

At December 31, 2012 and 2011 there were no borrowings outstanding under the German and the all-borrower tranches. Letters of credit issued under the all-borrower tranche totaled \$10 million (€7 million) at December 31, 2012 and \$8 million (€6 million) at December 31, 2011.

**International Accounts Receivable Securitization Facilities (On-Balance Sheet)**

GDTE and certain of its subsidiaries are parties to a pan-European accounts receivable securitization facility that provides up to €450 million of funding and expires in 2015. Utilization under this facility is based on current available receivable balances. The facility is subject to the customary renewal of its back-up liquidity commitments. On October 18, 2012, the back-up liquidity commitments were renewed for a two-year period.

The facility involves an ongoing daily sale of substantially all of the trade accounts receivable of certain GDTE subsidiaries to a bankruptcy-remote French company controlled by one of the liquidity banks in the facility. These subsidiaries retain servicing responsibilities. It is an event of default under the facility if the ratio of GDTE's consolidated net indebtedness to its consolidated EBITDA is greater than 3.0 to 1.0. This financial covenant is substantially similar to the covenant included in the European revolving credit facility.

At December 31, 2012, the amounts available and utilized under this program totaled \$348 million (€264 million) and \$192 million (€145 million), respectively. At December 31, 2011, the amount available and fully utilized under this program totaled \$393 million (€303 million). The program did not qualify for sale accounting, and accordingly, these amounts are included in Long Term Debt and Capital Leases.

In addition to the pan-European accounts receivable securitization facility discussed above, subsidiaries in Australia have an accounts receivable securitization program. At December 31, 2012, the amounts available and utilized under this program were \$99 million and \$40 million, respectively. At December 31, 2011, the amount available and fully utilized under this program totaled \$75 million. The receivables sold under this program also serve as collateral for the related facility. We retain the risk of loss related to these receivables in the event of non-payment. These amounts are included in Long Term Debt and Capital Leases due Within One Year at December 31, 2012 and Notes Payable and Overdrafts at December 31, 2011.

**Accounts Receivable Factoring Facilities (Off-Balance Sheet)**

Various subsidiaries sold certain of their trade receivables under off-balance sheet programs during 2012 and 2011. For these programs, we have concluded that there is generally no risk of loss to us from non-payment of the sold receivables. At December 31, 2012 and 2011, the gross amount of receivables sold was \$243 million and \$190 million, respectively.

**Other Foreign Credit Facilities**

Our Chinese subsidiary has several financing arrangements in China. At December 31, 2012, these non-revolving credit facilities had total unused availability of 360 million renminbi (\$57 million) and can only be used to finance the relocation and expansion of our manufacturing facility in China. There were \$471 million and \$389 million of borrowings outstanding under these facilities at December 31, 2012 and 2011, respectively. The facilities ultimately mature in 2020 and principal amortization begins in 2015. The facilities contain covenants relating to our Chinese subsidiary and have customary representations and warranties and defaults relating to our Chinese subsidiary's ability to perform its obligations under the facilities. At December 31, 2012, there was no restricted cash related to funds obtained under these credit facilities. At December 31, 2011, restricted cash of \$9 million was related to funds obtained under these credit facilities.

**OTHER DOMESTIC DEBT**

**Global and North American Tire Headquarters**

On April 13, 2011, we entered into agreements for the construction of a new Global and North American Tire Headquarters facility in Akron, Ohio. We concurrently entered into an agreement to occupy the facility under a 27-year lease, including the two-year construction period, with multiple renewal options available at our discretion. In addition, on October 31, 2011, we entered into similar agreements for the construction and lease of a new parking deck adjacent to the Headquarters facility. Due to our continuing

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involvement with the financing during construction of the Headquarters facility and the parking deck, we will record a non-cash increase to fixed assets and financing liabilities on our Consolidated Balance Sheet as costs are incurred during the construction period. The total cost of the project is expected to be \$200 million, of which approximately \$60 million will be funded by government financing and incentives. The total financing liability is expected to approximate \$140 million, of which \$135 million has been recorded in Long Term Debt and Capital Leases at December 31, 2012. Completion of construction and the first payments under the leases are expected to occur in the second quarter of 2013.

**Debt Maturities**

The annual aggregate maturities of our debt and capital leases for the five years subsequent to December 31, 2012 are presented below. Maturities of debt credit agreements have been reported on the basis that the commitments to lend under these agreements will be terminated effective at the end of their current terms.

(In millions)	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
U.S.	\$ 9	\$ 7	\$ 4	\$ 3	\$ 2
International	189	60	289	320	265
	<b>\$ 198</b>	<b>\$ 67</b>	<b>\$ 293</b>	<b>\$ 323</b>	<b>\$ 267</b>

**DERIVATIVE FINANCIAL INSTRUMENTS**

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

**Foreign Currency Contracts**

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

The following table presents fair values for foreign currency contracts not designated as hedging instruments:

(In millions)	<b>December 31, 2012</b>	<b>December 31, 2011</b>
Fair Values — asset (liability):		
Accounts receivable	\$ 2	\$ 26
Other current liabilities	(24)	(5)
Other long term liabilities	—	(1)

At December 31, 2012 and 2011, these outstanding foreign currency derivatives had notional amounts of \$1,289 million and \$1,056 million, respectively, and were primarily related to intercompany loans. Other Expense included a net transaction loss of \$32 million and a net transaction gain of \$30 million in 2012 and 2011, respectively, on foreign currency derivatives. These amounts were substantially offset in Other Expense by the effect of changing exchange rates on the underlying currency exposures.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The following table presents fair values for foreign currency contracts designated as cash flow hedging instruments:

<i>(In millions)</i>	December 31,	
	2012	2011
<b>Fair Values — asset (liability):</b>		
Accounts receivable	\$ —	\$ 11
Other current liabilities	(5)	—

At December 31, 2012 and 2011, these outstanding foreign currency derivatives had notional amounts of \$138 million and \$171 million, respectively, and primarily related to intercompany transactions.

The following table presents the classification of changes in fair values of foreign currency contracts designated as cash flow hedging instruments (before tax and minority):

<i>(In millions) (Income) Expense</i>	Twelve Months Ended	
	December 31, 2012	2011
Amounts deferred to AOCL	\$ 5	\$ (5)
Amount of deferred (gain) loss reclassified from AOCL into CGS	(14)	10
Amounts excluded from effectiveness testing	(1)	2

The estimated net amount of the deferred losses at December 31, 2012 that is expected to be reclassified to earnings within the next twelve months is \$5 million.

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

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
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**Note 15. Fair Value Measurements**

The following table presents information about assets and liabilities recorded at fair value on the Consolidated Balance Sheet at December 31, 2012 and December 31, 2011:

(In millions)	Total Carrying Value in the Consolidated Balance Sheet		Quoted Prices in Active Markets for Identical Assets/Liabilities (Level 1)		Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)	
	2012	2011	2012	2011	2012	2011	2012	2011
<b>Assets:</b>								
Investments	\$ 45	\$ 44	\$ 45	\$ 44	\$ —	\$ —	\$ —	\$ —
Foreign Exchange Contracts	2	37	—	—	2	37	—	—
Total Assets at Fair Value	<u>\$ 47</u>	<u>\$ 81</u>	<u>\$ 45</u>	<u>\$ 44</u>	<u>\$ 2</u>	<u>\$ 37</u>	<u>\$ —</u>	<u>\$ —</u>
<b>Liabilities:</b>								
Foreign Exchange Contracts	\$ 29	\$ 6	\$ —	\$ —	\$ 29	\$ 5	\$ —	\$ 1
Other	3	—	—	—	3	—	—	—
Total Liabilities at Fair Value	<u>\$ 32</u>	<u>\$ 6</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 32</u>	<u>\$ 5</u>	<u>\$ —</u>	<u>\$ 1</u>

The following table presents supplemental fair value information about long term fixed rate and variable rate debt, excluding capital leases, at December 31, 2012 and December 31, 2011. The fair value was estimated using quoted market prices or discounted future cash flows which are considered Level 2 fair value measurements.

(In millions)	December 31, 2012		December 31, 2011	
	2012	2011	2012	2011
<b>Fixed Rate Debt:</b>				
Carrying amount — liability	\$ 3,128	\$ 2,843	\$ —	\$ —
Fair value — liability	3,378	2,891	\$ —	\$ —
<b>Variable Rate Debt:</b>				
Carrying amount — liability	\$ 1,798	\$ 2,071	\$ —	\$ —
Fair value — liability	1,808	2,029	\$ —	\$ —

**Note 16. Pension, Other Postretirement Benefits and Savings Plans**

We provide employees with defined benefit pension or defined contribution savings plans. Our principal U.S. hourly pension plans are closed to new entrants and provide benefits based on length of service. The principal U.S. salaried pension plans are frozen and provide benefits based on final five-year average earnings formulas. Salaried employees who made voluntary contributions to these plans receive higher benefits.

During 2012, we recognized a settlement charge of \$9 million related to the purchase of annuities from existing plan assets to settle obligations of one of our U.K. pension plans.

During 2011, we recognized settlement charges of \$15 million related to one of our U.S. pension plans. These settlement charges resulted from total lump sum payments exceeding annual service and interest cost for the plan.

During 2010, we recognized curtailment and termination benefit charges for pensions of \$76 million in connection with the closure of Union City. Also in 2010, we recognized a settlement charge of \$15 million related to the purchase of annuities from existing plan assets to settle obligations of certain Canadian pension plans.

In addition, we provide certain U.S. employees and employees at certain non-U.S. subsidiaries with health care benefits or life insurance benefits upon retirement. Substantial portions of the health care benefits for U.S. salaried retirees are not insured and are funded from operations.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
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During the third quarter of 2012, we announced changes to our U.S. and Canadian salaried other postretirement benefit plans, effective January 1, 2013. The changes consist primarily of eliminating coverage for participants who are or become at least age 65 and eligible for government subsidized programs. As a result of these actions, we were required to remeasure the benefit obligations of the affected plans which resulted in the reduction of our U.S. other postretirement benefit obligation by \$56 million and our Canadian other postretirement benefit obligation by \$18 million. The discount rate used to measure the benefit obligation of our U.S. salaried other postretirement benefit plans at August 31, 2012 was 3.0%, compared to 4.0% at December 31, 2011. The discount rate used to measure the benefit obligation of our Canadian salaried other postretirement benefit plan at August 31, 2012 was 4.0%, compared to 4.25% at December 31, 2011.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

Total benefits cost and amounts recognized in other comprehensive (income) loss follows:

(In millions)	Pension Plans						Other Postretirement Benefits		
	U.S.			Non-U.S.					
	2012	2011	2010	2012	2011	2010	2012	2011	2010
<b>Benefits cost:</b>									
Service cost	\$ 39	\$ 41	\$ 39	\$ 31	\$ 32	\$ 25	\$ 6	\$ 6	\$ 5
Interest cost	261	283	296	143	150	145	24	30	33
Expected return on plan assets	(299)	(306)	(280)	(117)	(131)	(126)	(1)	—	(1)
Amortization of prior service cost (credit)	23	23	31	2	2	2	(40)	(37)	(37)
Amortization of net losses	179	134	133	45	38	35	11	10	9
<b>Net periodic cost</b>	<b>203</b>	<b>175</b>	<b>219</b>	<b>104</b>	<b>91</b>	<b>81</b>	<b>—</b>	<b>9</b>	<b>9</b>
Curtailments/settlements	1	15	33	11	1	15	—	—	8
Termination benefits	—	—	43	1	1	—	—	—	—
<b>Total benefits cost</b>	<b>\$ 204</b>	<b>\$ 190</b>	<b>\$ 295</b>	<b>\$ 116</b>	<b>\$ 93</b>	<b>\$ 96</b>	<b>\$ —</b>	<b>\$ 9</b>	<b>\$ 17</b>
<b>Recognized in other comprehensive (income) loss before tax and minority:</b>									
Prior service cost (credit) from plan amendments	\$ —	\$ —	\$ —	\$ 6	\$ —	\$ 1	\$ (82)	\$ —	\$ —
Increase (decrease) in net actuarial losses	665	735	143	372	45	(12)	(4)	15	59
Amortization of prior service (cost) credit in net periodic cost	(23)	(23)	(31)	(2)	(2)	(2)	40	37	37
Amortization of net losses in net periodic cost	(179)	(134)	(133)	(43)	(38)	(35)	(11)	(10)	(9)
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments, settlements, and divestitures	(1)	(15)	(40)	(11)	(4)	(16)	—	—	(8)
<b>Total recognized in other comprehensive (income) loss before tax and minority</b>	<b>462</b>	<b>563</b>	<b>(61)</b>	<b>322</b>	<b>1</b>	<b>(64)</b>	<b>(57)</b>	<b>42</b>	<b>79</b>
<b>Total recognized in total benefits cost and other comprehensive (income) loss before tax and minority</b>	<b>\$ 666</b>	<b>\$ 753</b>	<b>\$ 234</b>	<b>\$ 438</b>	<b>\$ 94</b>	<b>\$ 32</b>	<b>\$ (57)</b>	<b>\$ 51</b>	<b>\$ 96</b>

Total benefits (credit) cost for our other postretirement benefits was \$(17) million, \$(12) million and \$(1) million for our U.S. plans in 2012, 2011 and 2010, respectively, and \$17 million, \$21 million and \$18 million for our non-U.S. plans in 2012, 2011 and 2010, respectively. Total benefits cost for our other postretirement benefits includes a settlement charge of \$7 million in 2010 for participant data for our U.S. plans related to prior periods.

We use the fair value of our pension assets in the calculation of pension expense for substantially all of our pension plans.

The estimated prior service cost and net actuarial loss for the defined benefit pension plans that will be amortized from AOCL into benefits cost in 2013 are \$17 million and \$211 million, respectively, for our U.S. plans and \$1 million and \$63 million, respectively, for our non-U.S. plans.

The estimated prior service credit and net actuarial loss for the other postretirement benefit plans that will be amortized from AOCL into benefits cost in 2013 are a benefit of \$46 million and expense of \$13 million, respectively.

The Medicare Prescription Drug Improvement and Modernization Act provides plan sponsors a federal subsidy for certain qualifying prescription drug benefits covered under the sponsor's postretirement health care plans. Our other postretirement benefits cost is presented net of this subsidy.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The change in benefit obligation and plan assets for 2012 and 2011 and the amounts recognized in our Consolidated Balance Sheet at December 31, 2012 and 2011 are as follows:

(In millions)	Pension Plans				Other Postretirement Benefits	
	U.S.		Non-U.S.		Postretirement Benefits	
	2012	2011	2012	2011	2012	2011
<b>Change in benefit obligation:</b>						
Beginning balance	\$ (5,975)	\$ (5,641)	\$ (2,736)	\$ (2,696)	\$ (582)	\$ (604)
Newly adopted plans	—	—	(24)	—	—	—
Service cost — benefits earned	(39)	(41)	(31)	(32)	(6)	(6)
Interest cost	(261)	(283)	(143)	(150)	(24)	(30)
Plan amendments	—	—	—	—	82	—
Actuarial (loss) gain	(863)	(452)	(383)	(84)	6	(17)
Participant contributions	—	—	(3)	(2)	(31)	(34)
Curtailments/settlements	1	27	39	16	—	—
Termination benefits	—	—	(1)	(1)	—	—
Divestitures	—	—	—	5	—	1
Foreign currency translation	—	—	(88)	53	2	15
Benefit payments	381	415	150	155	79	93
<b>Ending balance</b>	<b>\$ (6,756)</b>	<b>\$ (5,975)</b>	<b>\$ (3,220)</b>	<b>\$ (2,736)</b>	<b>\$ (474)</b>	<b>\$ (582)</b>
<b>Change in plan assets:</b>						
Beginning balance	\$ 3,523	\$ 3,714	\$ 2,091	\$ 2,074	\$ 6	\$ 7
Actual return on plan assets	497	23	158	155	—	1
Company contributions to plan assets	454	193	193	40	2	3
Cash funding of direct participant payments	8	35	29	26	46	56
Participant contributions	—	—	3	2	31	34
Settlements	(1)	(27)	(39)	(15)	—	—
Divestitures	—	—	—	(1)	—	(1)
Foreign currency translation	—	—	69	(35)	—	(1)
Benefit payments	(381)	(415)	(150)	(155)	(79)	(93)
<b>Ending balance</b>	<b>\$ 4,100</b>	<b>\$ 3,523</b>	<b>\$ 2,354</b>	<b>\$ 2,091</b>	<b>\$ 6</b>	<b>\$ 6</b>
<b>Funded status at end of year</b>	<b>\$ (2,656)</b>	<b>\$ (2,452)</b>	<b>\$ (866)</b>	<b>\$ (645)</b>	<b>\$ (468)</b>	<b>\$ (576)</b>

Other postretirement benefits funded status was \$(246) million and \$(322) million for our U.S. plans at December 31, 2012 and 2011, respectively, and \$(222) million and \$(254) million for our non-U.S. plans at December 31, 2012 and 2011, respectively.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

Amounts recognized in the Consolidated Balance Sheets consist of:

(In millions)	Pension Plans				Other Postretirement Benefits	
	U.S.		Non-U.S.			
	2012	2011	2012	2011	2012	2011
Current assets	\$ —	\$ —	\$ 2	\$ —	\$ —	\$ —
Noncurrent assets	—	—	33	33	—	—
Current liabilities	(8)	(10)	(23)	(21)	(39)	(52)
Noncurrent liabilities	(2,648)	(2,442)	(878)	(657)	(429)	(524)
<b>Net amount recognized</b>	<b>\$ (2,656)</b>	<b>\$ (2,452)</b>	<b>\$ (866)</b>	<b>\$ (645)</b>	<b>\$ (468)</b>	<b>\$ (576)</b>

Amounts recognized in AOCL, net of tax, consist of:

(In millions)	Pension Plans				Other Postretirement Benefits	
	U.S.		Non-U.S.			
	2012	2011	2012	2011	2012	2011
Prior service cost (credit)	\$ 78	\$ 101	\$ 12	\$ 8	\$ (246)	\$ (204)
Net actuarial loss	3,385	2,900	1,162	844	170	185
<b>Gross amount recognized</b>	<b>3,463</b>	<b>3,001</b>	<b>1,174</b>	<b>852</b>	<b>(76)</b>	<b>(19)</b>
Deferred income taxes	(125)	(125)	(157)	(106)	4	(6)
Minority shareholders' equity	(67)	(59)	(174)	(111)	2	3
<b>Net amount recognized</b>	<b>\$ 3,271</b>	<b>\$ 2,817</b>	<b>\$ 843</b>	<b>\$ 635</b>	<b>\$ (70)</b>	<b>\$ (22)</b>

The following table presents significant weighted average assumptions used to determine benefit obligations at December 31:

	Pension Plans		Other Postretirement Benefits	
	2012		2011	
	2012	2011	2012	2011
Discount rate:				
— U.S.	3.71%	4.52%	3.30%	4.12%
— Non-U.S.	4.12	5.07	5.64	5.88
Rate of compensation increase:				
— U.S.	N/A	N/A	N/A	N/A
— Non-U.S.	3.23	3.36	4.12	3.71

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The following table presents significant weighted average assumptions used to determine benefits cost for the years ended December 31:

	Pension Plans			Other Postretirement Benefits		
	2012	2011	2010	2012	2011	2010
<b>Discount rate:</b>						
— U.S.	4.52%	5.20%	5.75%	3.98%	4.62%	5.45%
— Non-U.S.	5.07	5.54	5.68	5.91	6.52	6.79
<b>Expected long term return on plan assets:</b>						
— U.S.	8.50	8.50	8.50	N/A	N/A	N/A
— Non-U.S.	5.56	6.29	6.60	N/A	N/A	N/A
<b>Rate of compensation increase:</b>						
— U.S.	N/A	N/A	N/A	N/A	N/A	N/A
— Non-U.S.	3.36	3.43	3.94	3.71	3.99	4.21

For 2012, an assumed weighted average discount rate of 4.52% was used for the U.S. pension plans. This rate was developed from a portfolio of bonds from issuers rated AA or higher by established rating agencies as of December 31, 2011, with cash flows similar to the timing of our expected benefit payment cash flows. For our non-U.S. locations, a weighted average discount rate of 5.07% was used. This rate was developed based on the nature of the liabilities and local environments, using available bond indices, yield curves, and long term inflation.

For 2012, an expected long term rate of return of 8.50% was used for the U.S. pension plans. In developing this rate, we evaluated the compound annualized returns of our U.S. pension fund over a period of 15 years or more through December 31, 2011. In addition, we evaluated input from our pension fund consultant on asset class return expectations and long term inflation. For our non-U.S. locations, a weighted average assumed long term rate of return of 5.56% was used. Input from local pension fund consultants concerning asset class return expectations and long term inflation form the basis of this assumption.

The following table presents estimated future benefit payments from the plans as of December 31, 2012. Benefit payments for other postretirement benefits are presented net of retiree contributions:

(In millions)	Pension Plans			Other Postretirement Benefits	
			Non-U.S.	\$	Medicare Part D Subsidy Receipts
	U.S.	Non-U.S.			
2013	\$ 426	\$ 154		\$ 42	\$ (1)
2014	407	155		37	(1)
2015	425	159		36	(1)
2016	423	167		35	(1)
2017	421	170		34	(1)
2018-2022	2,100	930		162	(6)

The following table presents selected information on our pension plans:

(In millions)	U.S.		Non-U.S.	
	2012	2011	2012	2011
<b>All plans:</b>				
Accumulated benefit obligation	\$ 6,738	\$ 5,961	\$ 3,094	\$ 2,659
Plans not fully-funded:				
Projected benefit obligation	\$ 6,756	\$ 5,975	\$ 2,668	\$ 2,572
Accumulated benefit obligation	6,738	5,961	2,564	2,505
Fair value of plan assets	4,100	3,523	1,770	1,899

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

Certain non-U.S. subsidiaries maintain unfunded pension plans consistent with local practices and requirements. At December 31, 2012, these plans accounted for \$318 million of our accumulated pension benefit obligation, \$366 million of our projected pension benefit obligation, and \$99 million of our AOCL adjustment. At December 31, 2011, these plans accounted for \$249 million of our accumulated pension benefit obligation, \$270 million of our projected pension benefit obligation, and \$35 million of our AOCL adjustment.

We expect to contribute approximately \$275 million to \$325 million to our funded U.S. and non-U.S. pension plans in 2013.

Assumed health care cost trend rates at December 31 follow:

	2012	2011
Health care cost trend rate assumed for the next year	8.2%	8.2%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	5.0	5.0
Year that the rate reaches the ultimate trend rate	2017	2017

A 1% change in the assumed health care cost trend would have increased (decreased) the accumulated other postretirement benefits obligation at December 31, 2012 and the aggregate service and interest cost for the year then ended as follows:

<i>(In millions)</i>	<b>1% Increase</b>	<b>1% Decrease</b>
	\$ 29	\$ (27)
Accumulated other postretirement benefits obligation	\$ 29	\$ (27)
Aggregate service and interest cost	3	(3)

Our pension plan weighted average investment allocation at December 31, by asset category, follows:

	U.S.		Non-U.S.	
	2012	2011	2012	2011
Cash and short term securities	5%	1%	2%	2%
Equity securities	62	63	27	26
Debt securities	32	35	58	59
Alternatives	1	1	13	13
Total	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Our pension investment policy recognizes the long term nature of pension liabilities, the benefits of diversification across asset classes and the effects of inflation. The diversified portfolio is designed to maximize returns consistent with levels of liquidity and investment risk that are prudent and reasonable. All assets are managed externally according to target asset allocation guidelines we have established. Manager guidelines prohibit the use of any type of investment derivative without our prior approval. Portfolio risk is controlled by having managers comply with guidelines, establishing the maximum size of any single holding in their portfolios and by using managers with different investment styles. We periodically undertake asset and liability modeling studies to determine the appropriateness of the investments.

Subsequent to December 31, 2012, substantially all of our U.S. pension plans entered into short term zero cost equity and interest rate option strategies to reduce a significant portion of our U.S. pension funded status volatility that occurs due to equity and interest rate movements.

The portfolio of our U.S. pension plan assets includes holdings of U.S., non-U.S., and private equities, global high quality and high yield fixed income securities, and short term interest bearing deposits. The target asset allocation of the U.S. pension fund is 70% equities and 30% fixed income. Actual U.S. pension fund asset allocations are reviewed on a periodic basis and the pension fund is rebalanced to target ranges on an as needed basis.

The portfolios of our non-U.S. pension plans include holdings of U.S. and non-U.S. equities, global high quality and high yield fixed income securities, hedge funds, currency derivatives, insurance contracts, and short term interest bearing deposits. The weighted average target asset allocation of the non-U.S. pension funds is approximately 30% equities, 60% fixed income, and 10% alternative investments.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The fair values of our pension plan assets at December 31, 2012, by asset category are as follows:

(In millions)	U.S.			Non-U.S.		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Total	\$ 218	\$ 207	\$ 11	Total	\$ 56	\$ 32
<b>Cash and Short Term Securities</b>						
<b>Equity Securities</b>						
Common and Preferred Stock:						
U.S. Companies	64	64	—	—	50	50
Non-U.S. Companies	721	715	6	—	119	119
Commingled Funds	1,487	—	1,487	—	376	21
Mutual Funds	—	—	—	—	101	13
Partnership Interests	254	—	63	191	—	—
<b>Debt Securities</b>						
Corporate Bonds	519	—	518	1	130	15
Government Bonds	332	—	332	—	482	481
Asset Backed Securities	54	—	54	—	5	2
Commingled Funds	381	—	381	—	723	10
Mutual Funds	16	—	16	—	44	39
<b>Alternatives</b>						
Commingled Funds	—	—	—	—	150	3
Real Estate	48	48	—	—	142	—
Other Investments	2	—	—	2	19	—
<b>Total Investments</b>	<b>4,096</b>	<b>\$ 1,034</b>	<b>\$ 2,868</b>	<b>\$ 194</b>	<b>2,397</b>	<b>\$ 785</b>
Other	4				(43)	
<b>Total Plan Assets</b>	<b>\$ 4,100</b>				<b>\$ 2,354</b>	

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

The fair values of our pension plan assets at December 31, 2011, by asset category are as follows:

(In millions)	U.S.				Non-U.S.			
	Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)	Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
	Total	\$ 51	\$ 51	\$ —	\$ 49	\$ 34	\$ 15	\$ —
<b>Cash and Short Term Securities</b>								
<b>Equity Securities</b>								
Common and Preferred Stock:								
U.S. Companies	58	58	—	—	47	47	—	—
Non-U.S. Companies	609	606	3	—	110	110	—	—
Commingled Funds	1,323	—	1,323	—	293	19	274	—
Mutual Funds	—	—	—	—	98	13	85	—
Partnership Interests	219	—	62	157	—	—	—	—
<b>Debt Securities</b>								
Corporate Bonds	409	—	409	—	95	12	83	—
Government Bonds	329	—	328	1	382	364	18	—
Asset Backed Securities	55	—	55	—	3	—	3	—
Commingled Funds	415	—	415	—	703	8	695	—
Mutual Funds	7	—	7	—	50	42	8	—
<b>Alternatives</b>								
Commingled Funds	—	—	—	—	128	2	4	122
Real Estate	36	36	—	—	126	—	4	122
Other Investments	1	—	—	1	20	—	1	19
<b>Total Investments</b>	<b>3,512</b>	<b>\$ 751</b>	<b>\$ 2,602</b>	<b>\$ 159</b>	<b>2,104</b>	<b>\$ 651</b>	<b>\$ 1,190</b>	<b>\$ 263</b>
Other	11				(13)			
<b>Total Plan Assets</b>	<b>\$ 3,523</b>				<b>\$ 2,091</b>			

At December 31, 2012 and 2011, the Plans did not directly hold any of our common stock.

The classification of fair value measurements within the hierarchy is based upon the lowest level of input that is significant to the measurement. Valuation methodologies used for assets and liabilities measured at fair value are as follows:

- **Cash and Short Term Securities:** Cash and cash equivalents consist of U.S. and foreign currencies. Foreign currencies are reported in U.S. dollars based on currency exchange rates readily available in active markets. Short term securities are valued at the net asset value of units held at year end, as determined by the investment manager.
- **Equity Securities:** Common and preferred stock are valued at the closing price reported on the active market on which the individual securities are traded. Commingled funds are valued at the net asset value of units held at year end, as determined by a pricing vendor or the fund family. Mutual funds are valued at the net asset value of shares held at year end, as determined by the closing price reported on the active market on which the individual securities are traded, or a pricing vendor or the fund family if an active market is not available. Partnership interests are priced based on valuations using the partnership's available financial statements coinciding with our year end, adjusted for any cash transactions which occurred between the date of those financial statements and our year end.
- **Debt Securities:** Corporate and government bonds, including asset backed securities, are valued at the closing price reported on the active market on which the individual securities are traded, or based on institutional bid evaluations using proprietary models if an active market is not available. Commingled funds are valued at the net asset value of units held at year end, as determined by a pricing vendor or the fund family. Mutual funds are valued at the net asset value of shares held at year end, as determined by the closing price reported on the active market on which the individual securities are traded, or a pricing vendor or the fund family if an active market is not available.
- **Alternatives:** Commingled funds are invested in hedge funds and currency derivatives, which are valued at the net asset value as determined by the fund manager based on the most recent financial information available, which typically represents significant unobservable data. Real estate held in real estate investment trusts are valued at the closing price reported on the active market on which the individual securities are traded. Participation in real estate funds are valued at the net asset value as determined by the fund manager based on the most recent financial information available, which typically represents significant unobservable data. Other investments include derivative financial instruments, which are

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

primarily valued using independent pricing sources which utilize industry standard derivative valuation models and directed insurance contracts, which are valued as reported by the issuer.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth a summary of changes in fair value of the pension plan investments classified as Level 3 for the year ended December 31, 2012:

(In millions)	U.S.		Non-U.S.		
	Partnership Interests	Other	Commingled Funds	Real Estate	Other
Balance, beginning of year	\$ 157	\$ 2	\$ 122	\$ 122	\$ 19
Realized gains	4	—	—	—	—
Unrealized gains relating to instruments still held at the reporting date	—	—	5	—	—
Purchases, sales, issuances and settlements (net)	30	—	10	10	—
Transfers out of Level 3	—	1	—	—	—
Foreign currency translation	—	—	6	6	—
Balance, end of year	<u>\$ 191</u>	<u>\$ 3</u>	<u>\$ 143</u>	<u>\$ 138</u>	<u>\$ 19</u>

The following table sets forth a summary of changes in fair value of the pension plan investments classified as Level 3 for the year ended December 31, 2011:

(In millions)	U.S.		Non-U.S.		
	Partnership Interests	Other	Commingled Funds	Real Estate	Other
Balance, beginning of year	\$ 138	\$ 3	\$ 118	\$ 100	\$ 23
Realized gains (losses)	9	—	(2)	—	—
Unrealized (losses) gains relating to instruments still held at the reporting date	(2)	(1)	(2)	5	—
Purchases, sales, issuances and settlements (net)	12	—	9	18	(3)
Foreign currency translation	—	—	(1)	(1)	(1)
Balance, end of year	<u>\$ 157</u>	<u>\$ 2</u>	<u>\$ 122</u>	<u>\$ 122</u>	<u>\$ 19</u>

Other postretirement benefits plan assets at December 31, 2012 and 2011, which relate to a non-U.S. plan, are invested primarily in mutual funds and are considered a Level 1 investment.

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***Savings Plans***

Substantially all employees in the U.S. and employees of certain non-U.S. locations are eligible to participate in a defined contribution savings plan. Expenses recognized for contributions to these plans were \$97 million, \$98 million and \$93 million for 2012, 2011 and 2010, respectively.

**Note 17. Stock Compensation Plans**

Our 2002 Performance Plan and 2005 Performance Plan (collectively the “Plans”) permitted grants of performance share units, stock options, stock appreciation rights (“SARs”), and restricted stock to employees. The Plans expired on April 15, 2005 and April 26, 2008, respectively, except for grants then outstanding. Our 2008 Performance Plan, which was adopted on April 8, 2008 and is due to expire on April 8, 2018, permits the grant of performance share units, stock options, SARs, restricted stock, restricted stock units, other stock-based grants and awards and cash-based grants and awards to employees and directors. A total of 8,000,000 shares of our common stock may be issued in respect of grants made under the 2008 Performance Plan. Any shares of common stock that are subject to awards of stock options or SARs will be counted as one share for each share granted for purposes of the aggregate share limit and any shares of common stock that are subject to any other awards will be counted as 1.61 shares for each share granted for purposes of the aggregate share limit. In addition, shares of common stock that are subject to awards issued under the 2008 Performance Plan or certain prior equity compensation plans that expire according to their terms or are forfeited, terminated, canceled or surrendered or are settled, or can be paid, only in cash will be available for issuance pursuant to a new grant or award under the 2008 Performance Plan. Shares issued under our stock-based compensation plans are usually issued from shares of our common stock held in treasury.

***Stock Options***

Grants of stock options and SARs (collectively referred to as “options”) under the Plans and the 2008 Performance Plan generally have a graded vesting period of four years whereby one-fourth of the awards vest on each of the first four anniversaries of the grant date, an exercise price equal to the fair market value of one share of our common stock on the date of grant (calculated as the average of the high and low price on that date or, with respect to the 2008 Performance Plan, the closing market price on that date) and a contractual term of ten years. The exercise of tandem SARs cancels an equivalent number of stock options and conversely, the exercise of stock options cancels an equivalent number of tandem SARs. Option grants are cancelled on, or 90 days following, termination of employment unless termination is due to retirement, death or disability under certain circumstances, in which case, all outstanding options vest fully and remain outstanding for a term set forth in the related grant agreement.

Under the Plans, the exercise of certain stock options through a share swap, whereby the employee exercising the stock options tenders shares of our common stock then owned by such employee towards the exercise price plus taxes, if any, due from such employee, results in an immediate grant of new options (hereinafter referred to as “reload” options) equal to the number of shares so tendered plus any shares tendered to satisfy the employee’s income tax obligations on the transaction. Each such grant of reload options vests on the first anniversary of its respective grant date, has an exercise price equal to the fair market value of one share of our common stock on the date of grant (calculated as the average of the high and low price on that date) and a contractual term equal to the remaining contractual term of the original option. The subsequent exercise of such reload options through a share swap does not result in the grant of any additional reload options. The 2008 Performance Plan does not permit the grant of reload options.

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The following table summarizes the activity related to options during 2012:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (In millions)
Outstanding at January 1	12,787,824	\$ 14.84		
Options granted	2,004,429	12.79		
Options exercised	(513,910)	7.98		\$ 2
Options expired	(140,502)	8.89		
Options cancelled	(608,979)	17.34		
Outstanding at December 31	<u>13,528,862</u>	14.75	5.5	26
Vested and expected to vest at December 31	<u>13,049,005</u>	14.84	5.3	24
Exercisable at December 31	<u>9,166,525</u>	15.92	4.1	19
Available for grant at December 31	<u>6,510,610</u>			

In addition, the aggregate intrinsic value of options exercised in 2011 and 2010 was \$10 million and \$1 million, respectively.

Significant option groups outstanding at December 31, 2012 and related weighted average exercise price and remaining contractual term information follows:

Grant Date	Options Outstanding	Options Exercisable	Exercise Price	Remaining Contractual Term(Years)
2/27/2012	1,734,582	4,156	\$ 12.94	9.2
2/22/2011	1,311,165	343,417	13.91	8.2
2/23/2010	1,250,773	665,443	12.74	7.2
2/26/2009	1,631,988	1,230,591	4.81	6.2
2/21/2008	1,109,994	1,109,994	26.74	5.2
2/27/2007	1,239,522	1,239,522	24.71	4.2
12/6/2005	825,642	825,642	17.15	2.9
12/9/2004	1,465,881	1,465,881	12.54	1.9
12/2/2003	682,576	682,576	6.81	0.9
All other	<u>2,276,739</u>	<u>1,599,303</u>	(1)	(1)
	<u>13,528,862</u>	<u>9,166,525</u>		

- (1) Options in the "All other" category had exercise prices ranging from \$5.52 to \$36.25. The weighted average exercise price for options outstanding and exercisable in that category was \$16.52 and \$18.27, respectively, while the remaining weighted average contractual term was 5.0 and 3.5 years, respectively.

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Weighted average grant date fair values of stock options and the assumptions used in estimating those fair values are as follows:

	2012	2011	2010
	\$ 6.33	\$ 6.94	\$ 6.45
Weighted average grant date fair value			
Black-Scholes model assumptions (1):			
Expected term (years)	6.25	6.25	6.25
Interest rate	1.09%	2.28%	2.58%
Volatility	50.8%	49.5%	50.5%
Dividend yield	—	—	—

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- (1) We review the assumptions used in our Black-Scholes model in conjunction with estimating the grant date fair value of the annual grants of stock-based awards by our Board of Directors.

*Performance Share Units*

Performance share units granted under the 2008 Performance Plan are earned over a three-year period beginning January 1 of the year of grant. Total units earned for grants made in 2012, may vary between 0% and 200% of the units granted based on the attainment of performance targets during the related three-year period and continued service. Total units earned for grants made in 2011 and 2010, may vary between 0% and 150% of the units granted based on the attainment of performance targets during the related three-year period and continued service. The performance targets are established by the Board of Directors. All of the units earned will be settled through the issuance of an equivalent number of shares of our common stock and are equity classified.

Eligible employees may elect to defer receiving the payout of all or a portion of their units earned until termination of employment. For grants made in 2010 and later under the 2008 Performance Plan, each deferred unit equates to one share of our common stock and is payable 100% in shares of our common stock at the expiration of the deferral period.

The following table summarizes the activity related to performance share units during 2012:

	Units	Weighted Average Grant Date Fair Value
Unvested at January 1	295,460	\$ 14.13
Units granted	174,877	13.57
Units vested	(132,845)	12.55
Units forfeited	(18,563)	14.14
Unvested at December 31	<u><u>318,929</u></u>	<u><u>14.48</u></u>

We measure the fair value of grants of performance share units based primarily on the closing market price of a share of our common stock on the date of the grant, modified as appropriate to take into account the features of such grants.

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**Other Information**

Stock-based compensation expense, cash payments made to settle SARs and performance share units, and cash received from the exercise of stock options follows:

(In millions)	2012	2011	2010
Stock-based compensation expense recognized	\$ 15	\$ 18	\$ 26
Tax impact	—	—	—
After-tax stock-based compensation expense	<u>\$ 15</u>	<u>\$ 18</u>	<u>\$ 26</u>
Cash payments to settle SARs and performance share units	\$ —	\$ —	\$ —
Cash received from stock option exercises	4	8	1

As of December 31, 2012, unearned compensation cost related to the unvested portion of all stock-based awards was approximately \$25 million and is expected to be recognized over the remaining vesting period of the respective grants, through December 31, 2016.

**Note 18. Commitments and Contingent Liabilities****Environmental Matters**

We have recorded liabilities totaling \$43 million and \$46 million at December 31, 2012 and December 31, 2011, respectively, for anticipated costs related to various environmental matters, primarily the remediation of numerous waste disposal sites and certain properties sold by us. Of these amounts, \$9 million and \$11 million were included in Other Current Liabilities at December 31, 2012 and December 31, 2011, respectively. The costs include legal and consulting fees, site studies, the design and implementation of remediation plans, post-remediation monitoring and related activities, and will be paid over several years. The amount of our ultimate liability in respect of these matters may be affected by several uncertainties, primarily the ultimate cost of required remediation and the extent to which other responsible parties contribute. We have limited potential insurance coverage for future environmental claims.

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

**Workers' Compensation**

We have recorded liabilities, on a discounted basis, totaling \$307 million and \$302 million for anticipated costs related to workers' compensation at December 31, 2012 and December 31, 2011, respectively. Of these amounts, \$57 million and \$63 million were included in Current Liabilities as part of Compensation and Benefits at December 31, 2012 and December 31, 2011, respectively. The costs include an estimate of expected settlements on pending claims, defense costs and a provision for claims incurred but not reported. These estimates are based on our assessment of potential liability using an analysis of available information with respect to pending claims, historical experience, and current cost trends. The amount of our ultimate liability in respect of these matters may differ from these estimates. We periodically, and at least annually, update our loss development factors based on actuarial analyses. At December 31, 2012 and December 31, 2011, the liability was discounted using a risk-free rate of return. At December 31, 2012, we estimate that it is reasonably possible that the liability could exceed our recorded amounts by approximately \$40 million.

**General and Product Liability and Other Litigation**

We have recorded liabilities totaling \$298 million and \$293 million, including related legal fees expected to be incurred, for potential product liability and other tort claims, including asbestos claims, presently asserted against us at December 31, 2012 and December 31, 2011, respectively. Of these amounts, \$40 million were included in Other Current Liabilities at December 31, 2012 and December 31, 2011. The amounts recorded were estimated based on an assessment of potential liability using an analysis of available information with respect to pending claims, historical experience and, where available, recent and current trends. Based upon that assessment, at December 31, 2012, we do not believe that estimated reasonably possible losses associated with general and product liability claims in excess of the amounts recorded will have a material adverse effect on our financial position, cash

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flows or results of operations. However, the amount of our ultimate liability in respect of these matters may differ from these estimates.

**Asbestos.** We are a defendant in numerous lawsuits alleging various asbestos-related personal injuries purported to result from alleged exposure to asbestos in certain products manufactured by us or present in certain of our facilities. Typically, these lawsuits have been brought against multiple defendants in state and Federal courts. To date, we have disposed of approximately 105,600 claims by defending and obtaining the dismissal thereof or by entering into a settlement. The sum of our accrued asbestos-related liability and gross payments to date, including legal costs, totaled approximately \$407 million through December 31, 2012 and \$388 million through December 31, 2011.

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

<i>(Dollars in millions)</i>	2012	2011	2010
Pending claims, beginning of year	78,500	83,700	90,200
New claims filed during the year	2,200	2,200	1,700
Claims settled/dismissed during the year	(7,500)	(7,400)	(8,200)
Pending claims, end of year	<u>73,200</u>	<u>78,500</u>	<u>83,700</u>
Payments (1)	<u><u>\$ 18</u></u>	<u><u>\$ 23</u></u>	<u><u>\$ 26</u></u>

(1) Represents amount spent by us and our insurers on asbestos litigation defense and claim resolution.

We periodically, and at least annually, review our existing reserves for pending claims, including a reasonable estimate of the liability associated with unasserted asbestos claims, and estimate our receivables from probable insurance recoveries. We had recorded gross liabilities for both asserted and unasserted claims, inclusive of defense costs, totaling \$139 million and \$138 million at December 31, 2012 and December 31, 2011, respectively. The recorded liability represents our estimated liability over the next ten years, which represents the period over which the liability can be reasonably estimated. Due to the difficulties in making these estimates, analysis based on new data and/or a change in circumstances arising in the future could result in an increase in the recorded obligation in an amount that cannot be reasonably estimated, and that increase could be significant. The portion of the liability associated with unasserted asbestos claims and related defense costs was \$68 million at December 31, 2012 and \$64 million at December 31, 2011. At December 31, 2012, our liability with respect to asserted claims and related defense costs was \$71 million, compared to \$74 million at December 31, 2011.

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

We recorded a receivable related to asbestos claims of \$73 million at December 31, 2012 and \$67 million at December 31, 2011. We expect that approximately 50% of asbestos claim related losses would be recoverable through insurance through the period covered by the estimated liability. Of these amounts, \$10 million was included in Current Assets as part of Accounts Receivable at December 31, 2012 and \$8 million at December 31, 2011. The recorded receivable consists of an amount we expect to collect under coverage-in-place agreements with certain primary carriers as well as an amount we believe is probable of recovery from certain of our excess coverage insurance carriers.

We believe that, at December 31, 2012, we had approximately \$160 million in limits of excess level policies potentially applicable to indemnity and defense costs for asbestos products claims. We also had coverage under certain primary policies for indemnity and defense costs for asbestos products claims under remaining aggregate limits, as well as coverage for indemnity and defense costs for asbestos premises claims on a per occurrence basis, pursuant to coverage-in-place agreements at December 31, 2012.

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We believe that our reserve for asbestos claims, and the receivable for recoveries from insurance carriers recorded in respect of these claims, reflects reasonable and probable estimates of these amounts, subject to the exclusion of claims for which it is not feasible to make reasonable estimates. The estimate of the assets and liabilities related to pending and expected future asbestos claims and insurance recoveries is subject to numerous uncertainties, including, but not limited to, changes in:

- the litigation environment,
- Federal and state law governing the compensation of asbestos claimants,
- recoverability of receivables due to potential insolvency of carriers,
- our approach to defending and resolving claims, and
- the level of payments made to claimants from other sources, including other defendants and 524(g) trusts.

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

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

Our recorded liabilities and estimates of reasonably possible losses for the contingent liabilities described above are based on our assessment of potential liability using the information available to us at the time and, where applicable, any past experience and recent and current trends with respect to similar matters. Our contingent liabilities are subject to inherent uncertainties, and unfavorable judicial or administrative decisions could occur which we did not anticipate. Such an unfavorable decision could include monetary damages, fines or other penalties or an injunction prohibiting us from taking certain actions or selling certain products. If such an unfavorable decision were to occur, it could result in a material adverse impact on our financial position and results of operations in the period in which the decision occurs, or in future periods.

**Income Tax and Other Tax Matters**

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

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

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In September 2011, the State of Sao Paulo, Brazil issued an assessment to us for allegedly improperly taking tax credits for value-added taxes paid to a supplier of natural rubber during the period from January 2006 to August 2008. The assessment, including interest and penalties, totals 92 million Brazilian real (approximately \$45 million). We received similar assessments from the State of Sao Paulo, Brazil in December 2010 for allegedly improperly taking tax credits for value-added taxes paid to other suppliers of natural rubber during the period from January 2006 to October 2009. These assessments, including interest and penalties, totaled 88 million Brazilian real (approximately \$43 million). We have filed responses contesting all of the assessments and are defending these matters. In the event we are unsuccessful in defending one or more of these assessments, our results of operations could be materially affected.

**Binding Commitments and Guarantees**

At December 31, 2012, we had binding commitments for raw materials, capital expenditures, utilities, and various other types of contracts. Total commitments on contracts that extend beyond 2013 are expected to total approximately \$3.4 billion. In addition, we have other contractual commitments, the amounts of which cannot be estimated, pursuant to certain long term agreements under which we will purchase varying amounts of certain raw materials and finished goods at agreed upon base prices that may be subject to periodic adjustments for changes in raw material costs and market price adjustments, or in quantities that may be subject to periodic adjustments for changes in our or our suppliers' production levels.

We have off-balance sheet financial guarantees written and other commitments totaling approximately \$45 million at December 31, 2012, compared to \$105 million at December 31, 2011, primarily related to our obligations in connection with the financing of the construction of our new Global and North American Tire Headquarters facility. In addition, we will from time to time issue guarantees to financial institutions or other entities on behalf of certain of our affiliates, lessors or customers. Normally there is no separate premium received by us as consideration for the issuance of guarantees. We also generally do not require collateral in connection with the issuance of these guarantees. If our performance under these guarantees is triggered by non-payment or another specified event, we would be obligated to make payment to the financial institution or the other entity, and would typically have recourse to the affiliate, lessor or customer. The guarantees expire at various times through 2023. We are unable to estimate the extent to which our affiliates', lessors' or customers' assets would be adequate to recover any payments made by us under the related guarantees.

**Indemnifications**

At December 31, 2012, we were a party to various agreements under which we had assumed obligations to indemnify the counterparties from certain potential claims and losses. These agreements typically involve standard commercial activities undertaken by us in the normal course of business; the sale of assets by us; the formation of joint venture businesses to which we had contributed assets in exchange for ownership interests; and other financial transactions. Indemnifications provided by us pursuant to these agreements relate to various matters including, among other things, environmental, tax and shareholder matters; intellectual property rights; government regulations and employment-related matters; and dealer, supplier and other commercial matters.

Certain indemnifications expire from time to time, and certain other indemnifications are not subject to an expiration date. In addition, our potential liability under certain indemnifications is subject to maximum caps, while other indemnifications are not subject to caps. Although we have been subject to indemnification claims in the past, we cannot reasonably estimate the number, type and size of indemnification claims that may arise in the future. Due to these and other uncertainties associated with the indemnifications, our maximum exposure to loss under these agreements cannot be estimated.

We have determined that there are no indemnifications or guarantees other than liabilities for which amounts are already recorded or reserved in our consolidated financial statements under which it is probable that we have incurred a liability.

**Warranty**

We recorded \$24 million and \$20 million for potential claims under warranties offered by us at December 31, 2012 and 2011, respectively, the majority of which is recorded in Other Current Liabilities.

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The following table presents changes in the warranty reserve during 2012 and 2011:

(in millions)	2012	2011
<b>Balance at January 1</b>	\$ 20	\$ 17
Payments made during the period	(17)	(11)
Expense recorded during the period	21	15
Translation adjustment	—	(1)
<b>Balance at December 31</b>	\$ 24	\$ 20

#### **Note 19. Mandatory Convertible Preferred Stock**

On March 31, 2011, we issued 10,000,000 shares of our 5.875% mandatory convertible preferred stock, without par value and with an initial liquidation preference of \$50.00 per share, at a price of \$50.00 per share. Quarterly dividends on each share of the mandatory convertible preferred stock will accrue at a rate of 5.875% per year on the initial liquidation preference of \$50.00 per share. Dividends will accrue and accumulate from the date of issuance and, to the extent that we are legally permitted to pay a dividend and the Board of Directors declares a dividend payable, we will pay dividends in cash on January 1, April 1, July 1 and October 1 of each year, commencing on July 1, 2011 and ending on April 1, 2014. The mandatory convertible preferred stock ranks senior to our common stock with respect to distribution rights in the event of any liquidation, winding-up or dissolution of the Company.

Unless converted earlier, each share of the mandatory convertible preferred stock will automatically convert on April 1, 2014 into between 2.7454 and 3.4317 shares of common stock, depending on the market value of our common stock for the 20 consecutive trading day period ending on the third trading day prior to April 1, 2014, subject to customary anti-dilution adjustments. At any time prior to April 1, 2014, holders may elect to convert shares of the mandatory convertible preferred stock at the minimum conversion rate of 2.7454 shares of common stock, subject to customary anti-dilution adjustments. If certain fundamental changes involving the Company occur, holders of the mandatory convertible preferred stock may convert their shares into a number of shares of common stock at the fundamental change conversion rate described in our Amended Articles of Incorporation. If the Company at any time has not paid the equivalent of six full quarterly dividends on the mandatory convertible preferred stock, the Company may, at its option, cause all, but not less than all, outstanding shares of the mandatory convertible preferred stock to be automatically converted into a number of shares of our common stock based on the fundamental change conversion rate.

Upon conversion, we will pay converting holders all accrued and unpaid dividends, whether or not previously declared, on the converted shares and, in the case of a conversion upon a fundamental change or a conversion following nonpayment of dividends, the present value of the remaining dividend payments on the converted shares. Except as required by law or as specifically set forth in our Amended Articles of Incorporation, the holders of the mandatory convertible preferred stock have no voting rights.

So long as any of the mandatory convertible preferred stock is outstanding, no dividend, except a dividend payable in shares of our common stock, or other shares ranking junior to the mandatory convertible preferred stock, may be paid or declared or any distribution be made on shares of the common stock unless all accrued and unpaid dividends on the then outstanding mandatory convertible preferred stock payable on all dividend payment dates occurring on or prior to the date of such action have been declared and paid or funds sufficient therefor set apart.

During 2012 and 2011, we paid cash dividends of \$29 million and \$15 million, respectively. On December 2, 2012, the Company's Board of Directors declared cash dividends of \$0.7344 per share of mandatory convertible preferred stock, or \$7 million in the aggregate. The dividend was paid on January 2, 2013 to stockholders of record as of the close of business of December 14, 2012.

#### **Note 20. Accumulated Other Comprehensive Loss**

The components of Accumulated Other Comprehensive Loss follow:

(In millions)	2012	2011
Foreign currency translation adjustment	\$ (538)	\$ (594)
Unrecognized net actuarial losses and prior service costs	(4,044)	(3,430)
Deferred derivative gain (loss)	(4)	7
Unrealized investment gains	26	26
<b>Total Accumulated Other Comprehensive Loss</b>	\$ (4,560)	\$ (3,991)

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Note 21. Investments in Unconsolidated Affiliates**

The following tables present summarized financial information for financial position and results of operations of our investments accounted for under the equity method:

<i>(In millions)</i>	2012	2011
Financial Position:		
Current assets	\$ 739	\$ 655
Noncurrent assets	84	72
Current liabilities	489	460
Noncurrent liabilities	19	29
Noncontrolling interests	51	38

	Year Ended December 31,		
	2012	2011	2010
Results of Operations:			
Net sales	\$ 2,058	\$ 1,808	\$ 1,547
Gross profit	672	596	508
Net income	136	80	70
Net income attributable to investee	123	69	63

Our equity in the earnings of unconsolidated affiliates was \$34 million, \$19 million and \$11 million in 2012, 2011 and 2010, respectively.

**Note 22. Consolidating Financial Information**

Certain of our subsidiaries have guaranteed our obligations under the \$1.0 billion outstanding principal amount of 8.25% senior notes due 2020, the \$282 million outstanding principal amount of 8.75% notes due 2020, and the \$700 million outstanding principal amount of 7% senior notes due 2022 (collectively, the “notes”). The following presents the condensed consolidating financial information separately for:

- (i) The Goodyear Tire & Rubber Company (the “Parent Company”), the issuer of the guaranteed obligations;
- (ii) Guarantor subsidiaries, on a combined basis, as specified in the indentures related to Goodyear’s obligations under the notes;
- (iii) Non-guarantor subsidiaries, on a combined basis;
- (iv) Consolidating entries and eliminations representing adjustments to (a) eliminate intercompany transactions between or among the Parent Company, the guarantor subsidiaries and the non-guarantor subsidiaries, (b) eliminate the investments in our subsidiaries, and (c) record consolidating entries; and
- (v) The Goodyear Tire & Rubber Company and Subsidiaries on a consolidated basis.

Each guarantor subsidiary is 100% owned by the Parent Company at the date of each balance sheet presented. The notes are fully and unconditionally guaranteed on a joint and several basis by each guarantor subsidiary. The guarantees of the guarantor subsidiaries are subject to release in limited circumstances only upon the occurrence of certain customary conditions. Each entity in the consolidating financial information follows the same accounting policies as described in the consolidated financial statements, except for the use by the Parent Company and guarantor subsidiaries of the equity method of accounting to reflect ownership interests in subsidiaries which are eliminated upon consolidation. Changes in intercompany receivables and payables related to operations, such as intercompany sales or service charges, are included in cash flows from operating activities. Intercompany transactions reported as investing or financing activities include the sale of the capital stock of various subsidiaries, loans and other capital transactions between members of the consolidated group. Effective in the second quarter of 2012, Wingfoot Mold Leasing Company became a guarantor subsidiary. All periods presented have been restated to reflect Wingfoot Mold Leasing Company as a guarantor subsidiary.

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

Certain non-guarantor subsidiaries of the Parent Company are restricted from remitting funds to it by means of dividends, advances or loans due to required foreign government and/or currency exchange board approvals or restrictions in credit agreements or other debt instruments of those subsidiaries.

**Consolidating Balance Sheet**

**December 31, 2012**

<i>(In millions)</i>	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Consolidating Entries and Eliminations	Consolidated
<b>Assets:</b>					
<b>Current Assets:</b>					
Cash and Cash Equivalents					
Cash and Cash Equivalents	\$ 802	\$ 68	\$ 1,411	\$ —	\$ 2,281
Accounts Receivable	905	212	1,446	—	2,563
Accounts Receivable From Affiliates	—	668	—	(668)	—
Inventories	1,263	176	1,893	(82)	3,250
Prepaid Expenses and Other Current Assets	64	10	321	9	404
<b>Total Current Assets</b>	<b>3,034</b>	<b>1,134</b>	<b>5,071</b>	<b>(741)</b>	<b>8,498</b>
Goodwill	—	25	516	123	664
Intangible Assets	110	1	29	—	140
Deferred Income Taxes	—	56	130	—	186
Other Assets	240	61	228	—	529
Investments in Subsidiaries	3,986	299	4,576	(8,861)	—
Property, Plant and Equipment	2,260	151	4,565	(20)	6,956
<b>Total Assets</b>	<b>\$ 9,630</b>	<b>\$ 1,727</b>	<b>\$ 15,115</b>	<b>\$ (9,499)</b>	<b>\$ 16,973</b>
<b>Liabilities:</b>					
<b>Current Liabilities:</b>					
Accounts Payable-Trade					
Accounts Payable-Trade	\$ 779	\$ 214	\$ 2,230	\$ —	\$ 3,223
Accounts Payable to Affiliates	485	—	183	(668)	—
Compensation and Benefits	384	31	304	—	719
Other Current Liabilities	350	32	808	(8)	1,182
Notes Payable and Overdrafts	—	—	102	—	102
Long Term Debt and Capital Leases Due Within One Year	9	—	87	—	96
<b>Total Current Liabilities</b>	<b>2,007</b>	<b>277</b>	<b>3,714</b>	<b>(676)</b>	<b>5,322</b>
Long Term Debt and Capital Leases	3,462	—	1,426	—	4,888
Compensation and Benefits	2,941	195	1,204	—	4,340
Deferred and Other Noncurrent Income Taxes	41	6	219	(2)	264
Other Long Term Liabilities	809	32	159	—	1,000
<b>Total Liabilities</b>	<b>9,260</b>	<b>510</b>	<b>6,722</b>	<b>(678)</b>	<b>15,814</b>
Commitments and Contingent Liabilities	—	—	327	207	534
<b>Shareholders' Equity:</b>					
<b>Goodyear Shareholders' Equity:</b>					
Preferred Stock	500	—	—	—	500
Common Stock	245	339	5,305	(5,644)	245
Capital Surplus	2,815	53	1,096	(1,149)	2,815
Retained Earnings	1,370	1,367	2,879	(4,246)	1,370
Accumulated Other Comprehensive Loss	(4,560)	(542)	(1,469)	2,011	(4,560)
<b>Goodyear Shareholders' Equity</b>	<b>370</b>	<b>1,217</b>	<b>7,811</b>	<b>(9,028)</b>	<b>370</b>
Minority Shareholders' Equity — Nonredeemable	—	—	255	—	255
<b>Total Shareholders' Equity</b>	<b>370</b>	<b>1,217</b>	<b>8,066</b>	<b>(9,028)</b>	<b>625</b>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$ 9,630</b>	<b>\$ 1,727</b>	<b>\$ 15,115</b>	<b>\$ (9,499)</b>	<b>\$ 16,973</b>

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Consolidating Balance Sheet**  
**December 31, 2011**

(In millions)	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Consolidating Entries and Eliminations	Consolidated
<b>Assets:</b>					
<b>Current Assets:</b>					
Cash and Cash Equivalents					
Cash and Cash Equivalents	\$ 916	\$ 112	\$ 1,744	\$ —	\$ 2,772
Accounts Receivable	984	217	1,648	—	2,849
Accounts Receivable From Affiliates	—	513	203	(716)	—
Inventories	1,579	227	2,135	(85)	3,856
Prepaid Expenses and Other Current Assets	53	9	262	11	335
<b>Total Current Assets</b>	<b>3,532</b>	<b>1,078</b>	<b>5,992</b>	<b>(790)</b>	<b>9,812</b>
Goodwill	—	25	460	169	654
Intangible Assets	110	1	46	—	157
Deferred Income Taxes	—	82	63	—	145
Other Assets	226	49	211	—	486
Investments in Subsidiaries	4,067	339	4,367	(8,773)	—
Property, Plant and Equipment	2,129	166	4,040	40	6,375
<b>Total Assets</b>	<b>\$ 10,064</b>	<b>\$ 1,740</b>	<b>\$ 15,179</b>	<b>\$ (9,354)</b>	<b>\$ 17,629</b>
<b>Liabilities:</b>					
<b>Current Liabilities:</b>					
Accounts Payable-Trade	\$ 925	\$ 199	\$ 2,544	\$ —	\$ 3,668
Accounts Payable to Affiliates	716	—	—	(716)	—
Compensation and Benefits	445	31	323	—	799
Other Current Liabilities	344	35	687	(16)	1,050
Notes Payable and Overdrafts	—	—	256	—	256
Long Term Debt and Capital Leases Due Within One Year	11	—	145	—	156
<b>Total Current Liabilities</b>	<b>2,441</b>	<b>265</b>	<b>3,955</b>	<b>(732)</b>	<b>5,929</b>
Long Term Debt and Capital Leases	3,271	—	1,518	—	4,789
Compensation and Benefits	2,793	294	915	—	4,002
Deferred and Other Noncurrent Income Taxes	32	6	198	8	244
Other Long Term Liabilities	778	32	231	—	1,041
<b>Total Liabilities</b>	<b>9,315</b>	<b>597</b>	<b>6,817</b>	<b>(724)</b>	<b>16,005</b>
Commitments and Contingent Liabilities	—	—	—	—	—
Minority Shareholders' Equity	—	—	404	203	607
<b>Shareholders' Equity:</b>					
<b>Goodyear Shareholders' Equity:</b>					
Preferred Stock	500	—	—	—	500
Common Stock	245	339	5,027	(5,366)	245
Capital Surplus	2,808	39	1,065	(1,104)	2,808
Retained Earnings	1,187	1,306	2,847	(4,153)	1,187
Accumulated Other Comprehensive Loss	(3,991)	(541)	(1,249)	1,790	(3,991)
<b>Goodyear Shareholders' Equity</b>	<b>749</b>	<b>1,143</b>	<b>7,690</b>	<b>(8,833)</b>	<b>749</b>
Minority Shareholders' Equity — Nonredeemable	—	—	268	—	268
<b>Total Shareholders' Equity</b>	<b>749</b>	<b>1,143</b>	<b>7,958</b>	<b>(8,833)</b>	<b>1,017</b>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$ 10,064</b>	<b>\$ 1,740</b>	<b>\$ 15,179</b>	<b>\$ (9,354)</b>	<b>\$ 17,629</b>

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Consolidating Statements of Operations**

Year Ended December 31, 2012

<i>(In millions)</i>	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Consolidating Entries and Eliminations	Consolidated
Net Sales	\$ 8,898	\$ 2,883	\$ 22,424	\$ (13,213)	\$ 20,992
Cost of Goods Sold	7,792	2,587	20,198	(13,414)	17,163
Selling, Administrative and General Expense	895	182	1,652	(11)	2,718
Rationalizations	38	7	130	—	175
Interest Expense	258	26	287	(214)	357
Other (Income) and Expense	(152)	(30)	(120)	441	139
Income (Loss) before Income Taxes and Equity in Earnings of Subsidiaries	67	111	277	(15)	440
United States and Foreign Taxes	23	29	152	(1)	203
Equity in Earnings (Loss) of Subsidiaries	168	(14)	—	(154)	—
Net Income (Loss)	212	68	125	(168)	237
Less: Minority Shareholders' Net Income	—	—	25	—	25
Goodyear Net Income (Loss)	212	68	100	(168)	212
Less: Preferred Stock Dividends	29	—	—	—	29
Goodyear Net Income (Loss) available to Common Shareholders	<u>\$ 183</u>	<u>\$ 68</u>	<u>\$ 100</u>	<u>\$ (168)</u>	<u>\$ 183</u>
Comprehensive Income (Loss)	<u><u>\$ (362)</u></u>	<u><u>\$ 67</u></u>	<u><u>\$ (144)</u></u>	<u><u>\$ 57</u></u>	<u><u>\$ (382)</u></u>
Less: Comprehensive Income (Loss) Attributable to Minority Shareholders	—	—	(24)	4	(20)
Goodyear Comprehensive Income (Loss)	<u><u>\$ (362)</u></u>	<u><u>\$ 67</u></u>	<u><u>\$ (120)</u></u>	<u><u>\$ 53</u></u>	<u><u>\$ (362)</u></u>

Year Ended December 31, 2011

<i>(In millions)</i>	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Consolidating Entries and Eliminations	Consolidated
Net Sales	\$ 9,027	\$ 2,892	\$ 26,285	\$ (15,437)	\$ 22,767
Cost of Goods Sold	8,209	2,574	23,729	(15,691)	18,821
Selling, Administrative and General Expense	898	185	1,747	(8)	2,822
Rationalizations	70	3	30	—	103
Interest Expense	247	19	288	(224)	330
Other (Income) and Expense	(218)	(21)	(162)	474	73
Income (Loss) before Income Taxes and Equity in Earnings of Subsidiaries	(179)	132	653	12	618
United States and Foreign Taxes	37	(51)	217	(2)	201
Equity in Earnings of Subsidiaries	559	29	—	(588)	—
Net Income (Loss)	343	212	436	(574)	417
Less: Minority Shareholders' Net Income	—	—	74	—	74
Goodyear Net Income (Loss)	<u>\$ 343</u>	<u>\$ 212</u>	<u>\$ 362</u>	<u>\$ (574)</u>	<u>\$ 343</u>
Less: Preferred Stock Dividends	<u><u>22</u></u>	<u><u>—</u></u>	<u><u>—</u></u>	<u><u>—</u></u>	<u><u>22</u></u>
Goodyear Net Income (Loss) available to Common Shareholders	<u><u>\$ 321</u></u>	<u><u>\$ 212</u></u>	<u><u>\$ 362</u></u>	<u><u>\$ (574)</u></u>	<u><u>\$ 321</u></u>
Comprehensive Income (Loss)	<u><u>\$ (378)</u></u>	<u><u>\$ 148</u></u>	<u><u>\$ 301</u></u>	<u><u>\$ (412)</u></u>	<u><u>\$ (341)</u></u>
Less: Comprehensive Income (Loss) Attributable to Minority Shareholders	—	—	44	(7)	37
Goodyear Comprehensive Income (Loss)	<u><u>\$ (378)</u></u>	<u><u>\$ 148</u></u>	<u><u>\$ 257</u></u>	<u><u>\$ (405)</u></u>	<u><u>\$ (378)</u></u>

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

**Consolidating Statements of Operations**

Year Ended December 31, 2010

<i>(In millions)</i>	<b>Parent Company</b>	<b>Guarantor Subsidiaries</b>	<b>Non-Guarantor Subsidiaries</b>	<b>Consolidating Entries and Eliminations</b>	<b>Consolidated</b>
Net Sales	\$ 7,648	\$ 2,377	\$ 20,179	\$ (11,372)	\$ 18,832
Cost of Goods Sold	6,932	2,119	17,890	(11,489)	15,452
Selling, Administrative and General Expense	928	183	1,526	(7)	2,630
Rationalizations	163	22	55	—	240
Interest Expense	271	17	147	(119)	316
Other (Income) and Expense	(88)	(20)	41	253	186
Income (Loss) before Income Taxes and Equity in Earnings of Subsidiaries	(558)	56	520	(10)	8
United States and Foreign Taxes	—	8	163	1	172
Equity in Earnings of Subsidiaries	342	18	—	(360)	—
Net Income (Loss)	(216)	66	357	(371)	(164)
Less: Minority Shareholders' Net Income	—	—	52	—	52
Goodyear Net Income (Loss)	<u>\$ (216)</u>	<u>\$ 66</u>	<u>\$ 305</u>	<u>\$ (371)</u>	<u>\$ (216)</u>
Comprehensive Income (Loss)	\$ (114)	\$ 57	\$ 382	\$ (410)	\$ (85)
Less: Comprehensive Income (Loss) Attributable to Minority Shareholders	—	—	44	(15)	29
Goodyear Comprehensive Income (Loss)	<u>\$ (114)</u>	<u>\$ 57</u>	<u>\$ 338</u>	<u>\$ (395)</u>	<u>\$ (114)</u>

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

(In millions)	Condensed Consolidating Statement of Cash Flows				
	Year Ended December 31, 2012				
	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Consolidating Entries and Eliminations	Consolidated
<b>Cash Flows from Operating Activities:</b>					
<b>Total Cash Flows from Operating Activities</b>	<b>\$ 335</b>	<b>\$ (3)</b>	<b>\$ 841</b>	<b>\$ (135)</b>	<b>\$ 1,038</b>
<b>Cash Flows from Investing Activities:</b>					
Capital expenditures	(231)	(10)	(892)	6	(1,127)
Asset dispositions	5	—	11	—	16
Capital contributions and loans	(191)	(27)	(150)	368	—
Capital redemptions and loans	81	—	200	(281)	—
Increase in short term securities	—	—	(29)	—	(29)
Other transactions	5	—	12	—	17
<b>Total Cash Flows from Investing Activities</b>	<b>(331)</b>	<b>(37)</b>	<b>(848)</b>	<b>93</b>	<b>(1,123)</b>
<b>Cash Flows from Financing Activities:</b>					
Short term debt and overdrafts incurred	—	—	77	—	77
Short term debt and overdrafts paid	—	—	(156)	—	(156)
Long term debt incurred	800	—	2,731	—	3,531
Long term debt paid	(762)	—	(2,955)	—	(3,717)
Preferred stock dividends paid	(29)	—	—	—	(29)
Common stock issued	3	—	—	—	3
Capital contributions and loans	150	—	218	(368)	—
Capital redemptions and loans	(200)	—	(81)	281	—
Intercompany dividends paid	—	(6)	(123)	129	—
Transactions with minority interests in subsidiaries	(17)	—	(54)	—	(71)
Debt related costs and other transactions	(63)	—	(1)	—	(64)
<b>Total Cash Flows from Financing Activities</b>	<b>(118)</b>	<b>(6)</b>	<b>(344)</b>	<b>42</b>	<b>(426)</b>
Effect of exchange rate changes on cash and cash equivalents	—	2	18	—	20
<b>Net Change in Cash and Cash Equivalents</b>	<b>(114)</b>	<b>(44)</b>	<b>(333)</b>	<b>—</b>	<b>(491)</b>
Cash and Cash Equivalents at Beginning of the Year	916	112	1,744	—	2,772
<b>Cash and Cash Equivalents at End of the Year</b>	<b>\$ 802</b>	<b>\$ 68</b>	<b>\$ 1,411</b>	<b>\$ —</b>	<b>\$ 2,281</b>

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

(In millions)	Condensed Consolidating Statement of Cash Flows Year Ended December 31, 2011					Consolidated
	Parent Company	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Entries and Eliminations		
<b>Cash Flows from Operating Activities:</b>						
<b>Total Cash Flows from Operating Activities</b>	\$ 260	\$ 104	\$ 581	\$ (172)	\$ 773	
<b>Cash Flows from Investing Activities:</b>						
Capital expenditures	(210)	(21)	(815)	3	(1,043)	
Asset dispositions	69	—	8	(1)	76	
Asset acquisitions	—	—	(1)	1	—	
Government grants received	—	—	95	—	95	
Capital contributions	(14)	—	(17)	31	—	
Capital redemptions	—	—	38	(38)	—	
Increase in short term securities	—	—	(4)	—	(4)	
Other transactions	(2)	—	(24)	—	(26)	
<b>Total Cash Flows from Investing Activities</b>	<b>\$ (157)</b>	<b>\$ (21)</b>	<b>\$ (720)</b>	<b>\$ (4)</b>	<b>\$ (902)</b>	
<b>Cash Flows from Financing Activities:</b>						
Short term debt and overdrafts incurred	—	—	179	—	179	
Short term debt and overdrafts paid	—	—	(138)	—	(138)	
Long term debt incurred	400	—	2,771	—	3,171	
Long term debt paid	(750)	—	(1,900)	—	(2,650)	
Proceeds from issuance of preferred stock	484	—	—	—	484	
Preferred stock dividends paid	(15)	—	—	—	(15)	
Common stock issued	8	—	—	—	8	
Capital contributions and loans	(101)	—	132	(31)	—	
Capital redemptions	—	—	(38)	38	—	
Intercompany dividends paid	—	(7)	(162)	169	—	
Transactions with minority interests in subsidiaries	(3)	—	(21)	—	(24)	
Debt related costs and other transactions	(2)	—	(19)	—	(21)	
<b>Total Cash Flows from Financing Activities</b>	<b>21</b>	<b>(7)</b>	<b>804</b>	<b>176</b>	<b>994</b>	
Effect of exchange rate changes on cash and cash equivalents	—	(2)	(96)	—	(98)	
<b>Net Change in Cash and Cash Equivalents</b>	<b>124</b>	<b>74</b>	<b>569</b>	<b>—</b>	<b>767</b>	
Cash and Cash Equivalents at Beginning of the Year	792	38	1,175	—	2,005	
<b>Cash and Cash Equivalents at End of the Year</b>	<b>\$ 916</b>	<b>\$ 112</b>	<b>\$ 1,744</b>	<b>\$ —</b>	<b>\$ 2,772</b>	

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)**

(In millions)	Condensed Consolidating Statement of Cash Flows Year Ended December 31, 2010					
	Parent Company	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Consolidating Entries and Eliminations	Consolidated	
<b>Cash Flows from Operating Activities:</b>						
<b>Total Cash Flows from Operating Activities</b>	<b>\$ 278</b>	<b>\$ 45</b>	<b>\$ 718</b>	<b>\$ (117)</b>	<b>\$ 924</b>	
<b>Cash Flows from Investing Activities:</b>						
Capital expenditures	(334)	(20)	(581)	(9)	(944)	
Asset dispositions	1	—	69	—	70	
Capital contributions	—	—	(136)	136	—	
Capital redemptions	16	—	134	(150)	—	
Other transactions	26	—	(11)	—	15	
<b>Total Cash Flows from Investing Activities</b>	<b>(291)</b>	<b>(20)</b>	<b>(525)</b>	<b>(23)</b>	<b>(859)</b>	
<b>Cash Flows from Financing Activities:</b>						
Short term debt and overdrafts incurred	3	2	80	—	85	
Short term debt and overdrafts paid	—	—	(68)	—	(68)	
Long term debt incurred	994	—	756	—	1,750	
Long term debt paid	(974)	—	(581)	—	(1,555)	
Common stock issued	1	—	—	—	1	
Capital contributions and loans	—	—	136	(136)	—	
Capital redemptions	—	—	(150)	150	—	
Intercompany dividends paid	—	(7)	(119)	126	—	
Transactions with minority interests in subsidiaries	—	—	(13)	—	(13)	
Debt related costs and other transactions	(21)	—	—	—	(21)	
<b>Total Cash Flows from Financing Activities</b>	<b>3</b>	<b>(5)</b>	<b>41</b>	<b>140</b>	<b>179</b>	
Effect of exchange rate changes on cash and cash equivalents	—	1	(162)	—	(161)	
<b>Net Change in Cash and Cash Equivalents</b>	<b>(10)</b>	<b>21</b>	<b>72</b>	<b>—</b>	<b>83</b>	
Cash and Cash Equivalents at Beginning of the Year	802	17	1,103	—	1,922	
<b>Cash and Cash Equivalents at End of the Year</b>	<b>\$ 792</b>	<b>\$ 38</b>	<b>\$ 1,175</b>	<b>\$ —</b>	<b>\$ 2,005</b>	

### Note 23. Subsequent Event

On February 8, 2013, the Venezuelan government announced the devaluation of its currency, the bolivar fuerte, effective February 13, 2013. The announcement indicated that the official exchange rate would be changed from 4.3 bolivares fuertes to each U.S. dollar to 6.3 bolivares fuertes to each U.S. dollar. Although the announcement provided limited details and we will not be able to fully assess the effect of the changes on our future results of operations until after the government publishes the decree in the Official Gazette, which is expected on February 13, 2013, we currently expect to record a charge of approximately \$100 million, net of tax in the first quarter of 2013 in connection with the remeasurement of our balance sheet to reflect the devaluation of the official exchange rate to 6.3 bolivares fuertes to each U.S. dollar.

**Supplementary Data**  
**(Unaudited)**

**Quarterly Data and Market Price Information**

(In millions, except per share amounts)	Quarter					Year
	First	Second	Third	Fourth		
<b>2012</b>						
Net Sales	\$ 5,533	\$ 5,150	\$ 5,264	\$ 5,045	\$ 20,992	
Gross Profit	926	1,009	949	945	3,829	
Net Income (Loss)	8	103	133	(7)	237	
Less: Minority Shareholders' Net Income (Loss)	12	11	16	(14)	25	
Goodyear Net Income (Loss)	(4)	92	117	7	212	
Less: Preferred Stock Dividends	7	7	7	7	29	
Goodyear Net Income (Loss) available to Common Shareholders	<u>\$ (11)</u>	<u>\$ 85</u>	<u>\$ 110</u>	<u>\$ —</u>	<u>\$ 183</u>	
Goodyear Net Income (Loss) available to Common Shareholders - Per Share of Common Stock:						
— Basic	\$ (0.05)	\$ 0.35	\$ 0.45	\$ —	\$ 0.75	
— Diluted *	<u>\$ (0.05)</u>	<u>\$ 0.33</u>	<u>\$ 0.41</u>	<u>\$ —</u>	<u>\$ 0.74</u>	
Weighted Average Shares Outstanding — Basic	244	245	245	245	245	
— Diluted	244	281	281	247	247	
Price Range of Common Stock:** High	\$ 15.80	\$ 12.36	\$ 13.54	\$ 13.84	\$ 15.80	
Low	11.07	9.24	9.55	10.91	9.24	
Selected Balance Sheet Items at Quarter-End:						
Total Assets	\$ 17,990	\$ 17,601	\$ 17,939	\$ 16,973		
Total Debt and Capital Leases	5,631	5,670	5,981	5,086		
Goodyear Shareholders' Equity	863	947	1,230	370		
Total Shareholders' Equity	1,151	1,210	1,508	625		

\* Due to the anti-dilutive impact of potentially dilutive securities, the quarterly earnings per share amounts do not add to the full year.

\*\* New York Stock Exchange and The NASDAQ Stock Market — Composite Transactions

All numbers presented below are after-tax and minority.

The first quarter of 2012 included net charges of \$86 million related to cash premiums paid and write-offs of deferred financing fees and unamortized discount due to the early redemption of debt, net rationalization charges of \$12 million primarily related to SAG headcount reductions in EMEA and Latin American Tire, asset write-offs and accelerated depreciation charges of \$2 million primarily related to the closure of our Dalian manufacturing facility in the third quarter of 2012, and discrete tax charges of \$3 million. Net insurance recoveries related to flooding in Thailand were \$5 million and net gains on asset sales were \$3 million.

The second quarter of 2012 included a \$24 million charge for debt issuance costs primarily related to the amendment and restatement of our U.S. second lien term loan facility, net rationalization charges of \$23 million primarily related to SAG headcount reductions in EMEA and retail store closings in Asia Pacific Tire, asset write-offs and accelerated depreciation of \$2 million primarily related to the closure of our Dalian manufacturing facility in the third quarter of 2012, charges of \$20 million related to labor claims with respect to a previously closed facility in EMEA, discrete tax charges of \$2 million, and \$2 million of costs related to tornado damage in 2011 at a manufacturing facility. Net gains on asset sales were \$10 million and related primarily to the sale of a minority interest in a retail business in EMEA and assets related to our bias truck tire business in Latin American Tire.

The third quarter of 2012 included net rationalization charges of \$22 million primarily related to SAG headcount reductions in EMEA, Asia Pacific Tire and North American Tire, asset write-offs and accelerated depreciation of \$10 million primarily related to the closure of our Dalian manufacturing facility in the third quarter of 2012, a charge of \$6 million related to a United Kingdom pension plan, and discrete tax charges of \$3 million. Net gains on asset sales of \$5 million were primarily related to the sale of property in North American Tire. Net insurance recoveries related to flooding in Thailand were \$4 million.

The fourth quarter of 2012 included net rationalization charges of \$84 million, due primarily to EMEA's announced closure of one of our facilities in Amiens, France, and asset write-offs and accelerated depreciation charges of \$1 million. The quarter also included \$9 million of charges related to discrete tax items, \$6 million of charges and operating losses related to a strike in South Africa, and \$5 million of charges related to labor claims with respect to a previously closed facility in EMEA. Net insurance recoveries related to flooding in Thailand were \$6 million and net gains on asset sales were \$2 million.

(In millions, except per share amounts)	Quarter				Year
	First	Second	Third	Fourth	
<b>2011</b>					
Net Sales	\$ 5,402	\$ 5,620	\$ 6,062	\$ 5,683	\$ 22,767
Gross Profit	941	1,048	1,089	868	3,946
Net Income	124	56	211	26	417
Less: Minority Shareholders' Net Income	21	9	43	1	74
Goodyear Net Income	103	47	168	25	343
Less: Preferred Stock Dividends	—	7	7	7	22
Goodyear Net Income available to Common Shareholders	\$ 103	\$ 40	\$ 161	\$ 18	\$ 321
Goodyear Net Income Per Share:					
— Basic	\$ 0.42	\$ 0.16	\$ 0.66	\$ 0.07	\$ 1.32
— Diluted*	\$ 0.42	\$ 0.16	\$ 0.60	\$ 0.07	\$ 1.26
Weighted Average Shares Outstanding — Basic	243	244	244	244	244
— Diluted	246	247	281	247	271
Price Range of Common Stock:** High	\$ 15.71	\$ 18.83	\$ 18.25	\$ 15.47	\$ 18.83
Low	11.42	14.44	9.15	8.53	8.53
Selected Balance Sheet Items at Quarter-End:					
Total Assets	\$ 17,256	\$ 17,642	\$ 18,129	\$ 17,629	
Total Debt and Capital Leases	5,284	5,304	6,083	5,201	
Goodyear Shareholders' Equity	1,327	1,475	1,499	749	
Total Shareholders' Equity	1,616	1,759	1,775	1,017	

\* Due to the anti-dilutive impact of potentially dilutive securities, the quarterly earnings per share amounts do not add to the full year.

\*\* New York Stock Exchange --- Composite Transactions

All numbers presented below are after-tax and minority.

The first quarter of 2011 included net rationalization charges of \$9 million and asset write-offs and accelerated depreciation charges of \$9 million. The quarter also included discrete tax charges of \$6 million.

The second quarter of 2011 included net rationalization charges of \$41 million, which included \$32 million of charges related to the closure of Union City in July 2011, and asset write-offs and accelerated depreciation charges of \$24 million. The quarter also included net charges of \$53 million related to cash premiums paid and write-offs of deferred financing fees due to the early redemption of debt, \$7 million of charges to increase tax reserves as a result of negative tax court rulings in a foreign jurisdiction and \$3 million of charges related to tornado damage at our manufacturing facility in Fayetteville, North Carolina. Net gains on asset sales were \$10 million for this quarter.

The third quarter of 2011 included net rationalization charges of \$23 million, which included \$19 million of charges related to the closure of Union City in July 2011, and asset write-offs and accelerated depreciation charges of \$12 million. The quarter also included discrete tax charges of \$4 million. Net gains on asset sales were \$5 million for this quarter.

The fourth quarter of 2011 included net rationalization charges of \$21 million and asset write-offs and accelerated depreciation charges of \$3 million. The quarter also included charges of \$16 million related to flooding in Thailand and net losses of \$8 million on asset sales due primarily to the sale of previously closed manufacturing facilities in North American Tire. The fourth quarter also included discrete tax benefits of \$60 million primarily related to the release of a valuation allowance on our Canadian operations.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.**

None.

**ITEM 9A. CONTROLS AND PROCEDURES.**

***Management's Evaluation of Disclosure Controls and Procedures***

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

Our management, with the participation of our principal executive and financial officers, has evaluated the effectiveness of our disclosure controls and procedures. Based on such evaluation, our principal executive and financial officers have concluded that such disclosure controls and procedures were effective as of December 31, 2012 (the end of the period covered by this Annual Report on Form 10-K).

***Assessment of Internal Control Over Financial Reporting***

Management’s report on our internal control over financial reporting is presented on page 55 of this Annual Report on Form 10-K. The report of PricewaterhouseCoopers LLP relating to the consolidated financial statements, financial statement schedules, and the effectiveness of internal control over financial reporting is presented on page 56 of this Annual Report on Form 10-K.

***Changes in Internal Control Over Financial Reporting***

We are undertaking a phased implementation of enterprise resource planning systems in our Latin American Tire SBU, which are expected to be completed in 2014. We believe we are maintaining and monitoring appropriate internal controls during the implementation period. There have been no other changes in our internal control over financial reporting during the quarter ended December 31, 2012 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

None.

**PART III.**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.**

The information required by this item about Goodyear’s executive officers is included in Part I, “Item 1. Business” of this Annual Report on Form 10-K under the caption “Executive Officers of the Registrant.” All other information required by this item is incorporated herein by reference from the registrant’s definitive Proxy Statement for the Annual Meeting of Shareholders to be held April 15, 2013 to be filed with the Commission pursuant to Regulation 14A.

***Code of Business Conduct and Code of Ethics***

Goodyear has adopted a code of business conduct and ethics for directors, officers and employees, known as the Business Conduct Manual. Goodyear also has adopted a conflict of interest policy applicable to directors and executive officers. Both of these documents are available on Goodyear’s website at [http://www.goodyear.com/investor/investor\\_governance.html](http://www.goodyear.com/investor/investor_governance.html). Shareholders may request a free copy of these documents from:

The Goodyear Tire & Rubber Company  
Attention: Investor Relations  
1144 East Market Street  
Akron, Ohio 44316-0001  
(330) 796-3751

Goodyear’s Code of Ethics for its Chief Executive Officer and its Senior Financial Officers (the “Code of Ethics”) is also posted on Goodyear’s website. Amendments to and waivers of the Code of Ethics will be disclosed on the website.

***Corporate Governance Guidelines and Certain Committee Charters***

Goodyear has adopted Corporate Governance Guidelines as well as charters for its Audit, Compensation and Governance Committees. These documents are available on Goodyear's website at [http://www.goodyear.com/investor/investor\\_governance.html](http://www.goodyear.com/investor/investor_governance.html). Shareholders may request a free copy of any of these documents from the address and phone number set forth above under "Code of Business Conduct and Code of Ethics."

The information on our website is not incorporated by reference in or considered to be a part of this Annual Report on Form 10-K.

**ITEM 11. EXECUTIVE COMPENSATION.**

The information required by this item is incorporated herein by reference from the registrant's definitive Proxy Statement for the Annual Meeting of Shareholders.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.**

The information required by this item is incorporated herein by reference from the registrant's definitive Proxy Statement for the Annual Meeting of Shareholders.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.**

The information required by this item is incorporated herein by reference from the registrant's definitive Proxy Statement for the Annual Meeting of Shareholders.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.**

The information required by this item is incorporated herein by reference from the registrant's definitive Proxy Statement for the Annual Meeting of Shareholders.

**PART IV.**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.**

**LIST OF DOCUMENTS FILED AS PART OF THIS REPORT:**

1. **Financial Statements:** See Index to Consolidated Financial Statements on page 54 of this Annual Report.
2. **Financial Statement Schedules:** See Index to Financial Statement Schedules attached to this Annual Report at page FS-1. The Financial Statement Schedules at pages FS-2 through FS-9 are incorporated into and made a part of this Annual Report.
3. **Exhibits required to be filed by Item 601 of Regulation S-K:** See the Index of Exhibits at pages X-1 through X-5 inclusive, which is attached to and incorporated into and made a part of this Annual Report.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE GOODYEAR TIRE & RUBBER COMPANY  
(Registrant)

Date: February 12, 2013

/s/ RICHARD J. KRAMER

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Richard J. Kramer, Chairman of the Board,  
Chief Executive Officer and President

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Date: February 12, 2013

/s/ RICHARD J. KRAMER

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Richard J. Kramer, Chairman of the Board,  
Chief Executive Officer,  
President and Director  
(Principal Executive Officer)

Date: February 12, 2013

/s/ DARREN R. WELLS

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Darren R. Wells, Executive Vice President  
and Chief Financial Officer  
(Principal Financial Officer)

Date: February 12, 2013

/s/ RICHARD J. NOECHEL

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Richard J. Noechel, Vice President and Controller  
(Principal Accounting Officer)

Date: February 12, 2013

WILLIAM J. CONATY, *Director*  
JAMES A. FIRESTONE, *Director*  
WERNER GEISSLER, *Director*  
PETER S. HELLMAN, *Director*  
W. ALAN McCOLLOUGH, *Director*  
RODERICK A. PALMORE, *Director*  
SHIRLEY D. PETERSON, *Director*  
STEPHANIE A. STREETER, *Director*  
THOMAS H. WEIDEMEYER, *Director*  
MICHAEL R. WESSEL, *Director*

/s/ DARREN R. WELLS

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Darren R. Wells, Signing as  
Attorney-in-Fact for the Directors  
whose names appear opposite.

**FINANCIAL STATEMENT SCHEDULES  
ITEMS 8 AND 15(a)(2) OF FORM 10-K  
FOR THE COMPANY'S  
ANNUAL REPORT ON FORM 10-K  
FOR THE YEAR ENDED DECEMBER 31, 2012**

**INDEX TO FINANCIAL STATEMENT SCHEDULES**

**Financial Statement Schedules:**

	<b>Schedule No.</b>	<b>Page Number</b>
Condensed Financial Information of Registrant	I	FS-2
Valuation and Qualifying Accounts	II	FS-9

All other schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

Financial statements relating to 50 percent or less owned companies, the investments in which are accounted for by the equity method, have been omitted as permitted because these companies would not constitute a significant subsidiary.

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**SCHEDULE I — CONDENSED FINANCIAL INFORMATION OF REGISTRANT**


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**THE GOODYEAR TIRE & RUBBER COMPANY  
PARENT COMPANY STATEMENTS OF OPERATIONS**

(In millions, except per share amounts)	<b>Year Ended December 31,</b>		
	<b>2012</b>	<b>2011</b>	<b>2010</b>
<b>Net Sales</b>	\$ 8,898	\$ 9,027	\$ 7,648
Cost of Goods Sold	7,792	8,209	6,932
Selling, Administrative and General Expense	895	898	928
Rationalizations	38	70	163
Interest Expense	258	247	271
Other Income	(152)	(218)	(88)
<b>Income (Loss) before Income Taxes and Equity in Earnings of Subsidiaries</b>	67	(179)	(558)
United States and Foreign Taxes	23	37	—
Equity in Earnings of Subsidiaries	168	559	342
<b>Net Income (Loss)</b>	<b>212</b>	<b>343</b>	<b>(216)</b>
Less: Preferred Stock Dividends	29	22	—
<b>Net Income (Loss) available to Common Shareholders</b>	<b>\$ 183</b>	<b>\$ 321</b>	<b>\$ (216)</b>
<b>Net Income (Loss) available to Common Shareholders — Per Share of Common Stock</b>			
Basic	\$ 0.75	\$ 1.32	\$ (0.89)
Weighted Average Shares Outstanding	245	244	242
Diluted	\$ 0.74	\$ 1.26	\$ (0.89)
Weighted Average Shares Outstanding	247	271	242
Goodyear Comprehensive Loss	<b>\$ (362)</b>	<b>\$ (378)</b>	<b>\$ (114)</b>

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

**THE GOODYEAR TIRE & RUBBER COMPANY**  
**PARENT COMPANY BALANCE SHEETS**

(Dollars in millions, except share data)	December 31,	
	2012	2011
<b>Assets</b>		
Current Assets:		
Cash and Cash Equivalents	\$ 802	\$ 916
Accounts Receivable, less allowance — \$22 (\$22 in 2011)	905	984
Inventories:		
Raw Materials	290	401
Work in Process	56	63
Finished Goods	917	1,115
	1,263	1,579
Prepaid Expenses and Other Current Assets	64	53
<b>Total Current Assets</b>	3,034	3,532
Intangible Assets	110	110
Other Assets	240	226
Investments in Subsidiaries	3,986	4,067
Property, Plant and Equipment, less accumulated depreciation — \$4,084 (\$4,016 in 2011)	2,260	2,129
<b>Total Assets</b>	\$ 9,630	\$ 10,064
<b>Liabilities</b>		
Current Liabilities:		
Accounts Payable-Trade	\$ 779	\$ 925
Accounts Payable to Affiliates	485	716
Compensation and Benefits	384	445
Other Current Liabilities	350	344
Long Term Debt and Capital Leases Due Within One Year	9	11
<b>Total Current Liabilities</b>	2,007	2,441
Long Term Debt and Capital Leases	3,462	3,271
Compensation and Benefits	2,941	2,793
Deferred and Other Noncurrent Income Taxes	41	32
Other Long Term Liabilities	809	778
<b>Total Liabilities</b>	9,260	9,315
Commitments and Contingent Liabilities		
<b>Shareholders' Equity</b>		
Preferred Stock, no par value:		
Authorized, 50 million shares, Outstanding shares — 10 million (10 million in 2011)	500	500
Common Stock, no par value:		
Authorized, 450 million shares, Outstanding shares — 245 million (245 million in 2011)	245	245
Capital Surplus	2,815	2,808
Retained Earnings	1,370	1,187
Accumulated Other Comprehensive Loss	(4,560)	(3,991)
<b>Total Shareholders' Equity</b>	370	749
<b>Total Liabilities and Shareholders' Equity</b>	\$ 9,630	\$ 10,064

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

**THE GOODYEAR TIRE & RUBBER COMPANY****PARENT COMPANY STATEMENTS OF SHAREHOLDERS' EQUITY**

	<b>Preferred Stock</b>		<b>Common Stock</b>		<b>Accumulated Other Comprehensive Total Shareholders' Equity</b>			
	<b>Shares</b>	<b>Amount</b>	<b>Shares</b>	<b>Amount</b>	<b>Capital Surplus</b>	<b>Retained Earnings</b>	<b>Loss</b>	<b>Shareholders' Equity</b>
<i>(Dollars in millions)</i>								
<b>Balance at December 31, 2009</b>								
(after deducting 8,687,196 common treasury shares)			242,202,419	\$ 242	\$ 2,783	\$ 1,082	\$ (3,372)	\$ 735
Comprehensive income (loss):								
Net loss						(216)		(216)
Foreign currency translation (net of tax of \$1)							55	
Amortization of prior service cost and unrecognized gains and losses included in net periodic benefit cost (net of tax of \$6)							162	
Increase in net actuarial losses (net of tax benefit of \$21)							(178)	
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments and settlements (net of tax of \$4)							60	
Prior service cost from plan amendments (net of tax of \$0)							(1)	
Deferred derivative loss (net of tax of \$0)							(2)	
Unrealized investment gains (net of tax of \$0)							6	
<b>Other comprehensive income (loss)</b>							102	
<b>Total comprehensive income (loss)</b>							<u>(114)</u>	
Stock-based compensation plans					16			16
Common stock issued from treasury			736,530	1	6			7
<b>Balance at December 31, 2010</b>								
(after deducting 7,950,743 common treasury shares)			242,938,949	\$ 243	\$ 2,805	\$ 866	\$ (3,270)	\$ 644
<b>Balance at December 31, 2010</b>								
(after deducting 7,950,743 common treasury shares)	—	\$ —	242,938,949	\$ 243	\$ 2,805	\$ 866	\$ (3,270)	\$ 644
Comprehensive income (loss):								
Net income						343		343
Foreign currency translation (net of tax of \$0)							(140)	
Amortization of prior service cost and unrecognized gains and losses included in total benefit cost (net of tax of \$8)							157	
Increase in net actuarial losses (net of tax benefit of \$28)							(770)	
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments, settlements and divestitures (net of tax of \$1)							18	
Deferred derivative gain (net of tax of \$1)							3	
Reclassification adjustment for amounts recognized in income (net of tax of \$2)							6	
Unrealized investment gains (net of tax of \$0)							5	
<b>Other comprehensive income (loss)</b>							<u>(721)</u>	
<b>Total comprehensive income (loss)</b>							<u>(378)</u>	
Stock-based compensation plans					13			13
Preferred stock issued	10,000,000	500			(16)			484
Preferred stock dividends declared						(22)		(22)
Common stock issued from treasury			1,596,892	2	6			8
<b>Balance at December 31, 2011</b>								
(after deducting 6,353,851 common treasury shares)	10,000,000	\$ 500	244,535,841	\$ 245	\$ 2,808	\$ 1,187	\$ (3,991)	\$ 749

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

**THE GOODYEAR TIRE & RUBBER COMPANY**

**PARENT COMPANY STATEMENTS OF SHAREHOLDERS' EQUITY - (Continued)**

(Dollars in millions)	Preferred Stock		Common Stock		Accumulated			Total Shareholders' Equity
	Shares	Amount	Shares	Amount	Capital Surplus	Retained Earnings	Other Comprehensive Loss	
<b>Balance at December 31, 2011</b>								
(after deducting 6,353,851 common treasury shares)	10,000,000	\$ 500	244,535,841	\$ 245	\$ 2,808	\$ 1,187	\$ (3,991)	\$ 749
Purchase of subsidiary shares from minority interest					(13)		5	(8)
Comprehensive income (loss):								
Net income						212		212
Foreign currency translation (net of tax of \$0)							51	
Amortization of prior service cost and unrecognized gains and losses included in total benefit cost (net of tax of \$9)							203	
Increase in net actuarial losses (net of tax benefit of \$44)							(898)	
Immediate recognition of prior service cost and unrecognized gains and losses due to curtailments, settlements and divestitures (net of tax of \$1)							9	
Prior service credit from plan amendments (net of tax of \$3)							72	
Deferred derivative loss (net of tax of \$0)							(4)	
Reclassification adjustment for amounts recognized in income (net of tax benefit of \$3)							(7)	
<b>Other comprehensive income (loss)</b>								(574)
<b>Total comprehensive income (loss)</b>								(362)
Stock-based compensation plans						17		17
Preferred stock dividends declared						(29)		(29)
Common stock issued from treasury	—————	—————	704,921	—————	3			3
<b>Balance at December 31, 2012</b>								
(after deducting 5,648,930 common treasury shares)	<u>10,000,000</u>	<u>\$ 500</u>	<u>245,240,762</u>	<u>\$ 245</u>	<u>\$ 2,815</u>	<u>\$ 1,370</u>	<u>\$ (4,560)</u>	<u>\$ 370</u>

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

**THE GOODYEAR TIRE & RUBBER COMPANY**  
**PARENT COMPANY CONDENSED STATEMENTS OF CASH FLOWS**

<i>(In millions)</i>	Year Ended December 31,		
	2012	2011	2010
<b>Total Cash Flows from Operating Activities</b>	\$ 335	\$ 260	\$ 278
<b>Cash Flows from Investing Activities:</b>			
Capital expenditures	(231)	(210)	(334)
Asset dispositions	5	69	1
Capital contributions and loans	(191)	(14)	—
Capital redemptions and loans	81	—	16
Other transactions	5	(2)	26
<b>Total Cash Flows from Investing Activities</b>	<b>(331)</b>	<b>(157)</b>	<b>(291)</b>
<b>Cash Flows from Financing Activities:</b>			
Short term debt and overdrafts incurred	—	—	3
Long term debt incurred	800	400	994
Long term debt paid	(762)	(750)	(974)
Proceeds from issuance of preferred stock	—	484	—
Preferred stock dividends paid	(29)	(15)	—
Common stock issued	3	8	1
Capital contributions and loans	150	(101)	—
Capital redemptions and loans	(200)	—	—
Transactions with minority interests in subsidiaries	(17)	(3)	—
Debt related costs and other transactions	(63)	(2)	(21)
<b>Total Cash Flows from Financing Activities</b>	<b>(118)</b>	<b>21</b>	<b>3</b>
<b>Net Change in Cash and Cash Equivalents</b>	<b>(114)</b>	<b>124</b>	<b>(10)</b>
Cash and Cash Equivalents at Beginning of the Year	916	792	802
<b>Cash and Cash Equivalents at End of the Year</b>	<b>\$ 802</b>	<b>\$ 916</b>	<b>\$ 792</b>

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

**THE GOODYEAR TIRE & RUBBER COMPANY**  
**NOTES TO PARENT COMPANY FINANCIAL STATEMENTS**

**LONG TERM DEBT AND FINANCING ARRANGEMENTS**

At December 31, 2012, the Parent Company was a party to various long term financing facilities. Under the terms of these facilities, the Parent Company has pledged a significant portion of its assets as collateral. The collateral includes first and second priority security interests in current assets, certain property, plant and equipment, capital stock of certain subsidiaries, and other tangible and intangible assets. In addition, the facilities contain certain covenants that, among other things, limit the Parent Company's ability to incur additional debt or issue redeemable preferred stock, make certain restricted payments or investments, incur liens, sell assets, incur restrictions on the ability of the Parent Company's subsidiaries to pay dividends to the Parent Company, enter into affiliate transactions, engage in sale and leaseback transactions, and consolidate, merge, sell or otherwise dispose of all or substantially all of the Parent Company's assets. These covenants are subject to significant exceptions and qualifications. The primary credit facilities permit the Parent Company to pay dividends on its common stock as long as no default will have occurred and be continuing, additional indebtedness can be incurred by the Parent Company under the facilities following the dividend payment, and certain financial tests are satisfied.

In addition, in the event that the availability under the Parent Company's first lien revolving credit facility plus the aggregate amount of Available Cash is less than \$200 million, the Parent Company will not be permitted to allow the ratio of EBITDA to Consolidated Interest Expense to be less than 2.0 to 1.0 for any period of four consecutive fiscal quarters. "Available Cash," "EBITDA" and "Consolidated Interest Expense" have the meanings given them in the first lien revolving credit facility. As provided in the Parent Company's second lien term loan facility, if the Pro Forma Senior Secured Leverage Ratio (the ratio of Consolidated Net Secured Indebtedness to EBITDA) for any period of four consecutive fiscal quarters is greater than 3.0 to 1.0, before the Parent Company may use cash proceeds from certain asset sales to repay any junior lien, senior unsecured or subordinated indebtedness, the Parent Company must first offer to prepay borrowings under the second lien term loan facility. "Pro Forma Senior Secured Leverage Ratio," "Consolidated Net Secured Indebtedness" and "EBITDA" have the meanings given them in the second lien term loan facility. For further information, refer to the Note to the Consolidated Financial Statements No. 14, Financing Arrangements and Derivative Financial Instruments.

The first lien revolving credit facility has customary representations and warranties including, as a condition to borrowing, that all such representations and warranties are true and correct, in all material respects, on the date of the borrowing, including representations as to no material adverse change in financial condition since December 31, 2011. The facility also has customary defaults, including a cross-default to material indebtedness of the Parent Company and its subsidiaries.

The annual aggregate maturities of long term debt and capital leases for the five years subsequent to December 31, 2012 are presented below. Maturities of debt credit agreements have been reported on the basis that the commitments to lend under these agreements will be terminated effective at the end of their current terms.

<i>(In millions)</i>	2013	2014	2015	2016	2017
Debt maturities	\$ 9	\$ 7	\$ 4	\$ 3	\$ 2

**COMMITMENTS AND CONTINGENT LIABILITIES**

At December 31, 2012, the Parent Company had binding commitments for raw materials, capital expenditures, utilities and various other types of contracts. Total commitments on contracts that extend beyond the year 2013 are expected to total approximately \$114 million. The Parent Company also has off-balance sheet financial guarantees written and other commitments totaling approximately \$34 million. In addition, the Parent Company has other contractual commitments, the amounts of which cannot be estimated, pursuant to certain long term agreements under which the Parent Company will purchase varying amounts of certain raw materials and finished goods at agreed upon base prices that may be subject to periodic adjustments for changes in raw material costs and market price adjustments, or in quantities that may be subject to periodic adjustments for changes in the Parent Company's or its suppliers' production levels.

## THE GOODYEAR TIRE & RUBBER COMPANY

### **NOTES TO PARENT COMPANY FINANCIAL STATEMENTS — (Continued)**

At December 31, 2012, the Parent Company had recorded costs related to a wide variety of contingencies. These contingencies included, among other things, environmental matters, workers' compensation, general and product liability and other matters. For further information, refer to the Note to the Consolidated Financial Statements No. 18, Commitments and Contingent Liabilities.

#### **DIVIDENDS**

The Parent Company used the equity method of accounting for investments in consolidated subsidiaries during 2012, 2011 and 2010.

The following table presents cash dividends received during 2012, 2011 and 2010:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>	<b>2010</b>
Consolidated subsidiaries	\$ 129	\$ 172	\$ 143

There were no stock dividends received from consolidated subsidiaries in 2012, 2011 and 2010.

#### **SUPPLEMENTAL CASH FLOW INFORMATION**

The Parent Company made cash payments for interest, net of amounts capitalized in 2012, 2011 and 2010 of \$238 million, \$235 million and \$258 million, respectively. The Parent Company had net cash payments for income taxes in 2012, 2011 and 2010 of \$28 million, \$47 million and \$19 million, respectively.

#### **INTERCOMPANY TRANSACTIONS**

The following amounts included in the Parent Company Statements of Operations have been eliminated in the preparation of the consolidated financial statements:

<i>(In millions)</i>	<b>2012</b>	<b>2011</b>	<b>2010</b>
Sales	\$ 1,050	\$ 1,076	\$ 1,129
Cost of Goods Sold	1,041	1,085	1,117
Interest Expense	24	19	11
Other Income	(524)	(547)	(413)
Income before Income Taxes	\$ 509	\$ 519	\$ 414

**SCHEDULE II — VALUATION AND QUALIFYING ACCOUNTS****Year Ended December 31,***(In millions)*

<b>Description</b>	<b>Additions</b>					<b>Translation adjustment during period</b>	<b>Balance at end of period</b>
	<b>Balance at beginning of period</b>	<b>Charged (credited) to income</b>	<b>Charged (credited) to AOCL</b>	<b>Deductions from reserves</b>			
<b>2012</b>							
Allowance for doubtful accounts	\$ 97	\$ 20	\$ —	\$ (20) (a)	\$ 2	\$ 99	
Valuation allowance — deferred tax assets	3,132	60	191	(4)	14		3,393
<b>2011</b>							
Allowance for doubtful accounts	\$ 106	\$ 14	\$ —	\$ (19) (a)	\$ (4)	\$ 97	
Valuation allowance — deferred tax assets	3,113	(92)	204	(82)	(11)		3,132
<b>2010</b>							
Allowance for doubtful accounts	\$ 110	\$ 15	\$ —	\$ (16) (a)	\$ (3)	\$ 106	
Valuation allowance — deferred tax assets	3,056	112	(45)	—	(10)		3,113

Note: (a) Accounts receivable charged off.

# THE GOODYEAR TIRE & RUBBER COMPANY

## Annual Report on Form 10-K For Year Ended December 31, 2012

### INDEX OF EXHIBITS

Exhibit Table Item No.	Description of Exhibit	Exhibit Number
3	<b>Articles of Incorporation and By-Laws</b>	
(a)	Certificate of Amended Articles of Incorporation of The Goodyear Tire & Rubber Company, dated December 20, 1954, Certificate of Amendment to Amended Articles of Incorporation of the Company, dated April 6, 1993, Certificate of Amendment to Amended Articles of Incorporation of the Company, dated June 4, 1996, Certificate of Amendment to Amended Articles of Incorporation of the Company, dated April 20, 2006, Certificate of Amendment to Amended Articles of Incorporation of the Company, dated April 22, 2009 (incorporated by reference, filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2009, File No. 1-1927), and Certificate of Amendment to Amended Articles of Incorporation of the Company, dated March 30, 2011 (incorporated by reference, filed as Exhibit 3.3 to the Company's Registration Statement on Form 8-A, filed March 31, 2011, File No. 1-1927), six documents together comprising the Company's Articles of Incorporation, as amended.	
(b)	Code of Regulations of The Goodyear Tire & Rubber Company, adopted November 22, 1955, and as most recently amended on October 4, 2011 (incorporated by reference, filed as Exhibit 3.1 to the Company's Current Report on Form 8-K, filed October 11, 2011, File No. 1-1927).	
4	<b>Instruments Defining the Rights of Security Holders, Including Indentures</b>	
(a)	Specimen Nondenominational Certificate for Shares of the Common Stock, Without Par Value, of the Company (incorporated by reference, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed May 9, 2007, File No. 1-1927).	
(b)	Indenture, dated as of March 15, 1996, between the Company and Chemical Bank (now Wells Fargo Bank, N.A.), as Trustee, as supplemented on March 16, 1998, in respect of the Company's 7% Notes due 2028 (incorporated by reference, filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998, File No. 1-1927).	
(c)	Indenture, dated as of March 1, 1999, between the Company and The Chase Manhattan Bank (now Wells Fargo Bank, N.A.), as Trustee (incorporated by reference, filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2000, File No. 1-1927), as supplemented by the First Supplemental Indenture thereto, dated as of March 5, 2010, in respect of the Company's 8.75% Notes due 2020 (incorporated by reference, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed March 8, 2010, File No. 1-1927).	
(d)	Indenture, dated as of August 13, 2010, among the Company, the subsidiary guarantors party thereto and Wells Fargo Bank, N.A., as Trustee (incorporated by reference, filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed August 13, 2010, File No. 1-1927), as supplemented by the First Supplemental Indenture thereto, dated as of August 13, 2010, in respect of the Company's 8.25% Senior Notes due 2020 (incorporated by reference, filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed August 13, 2010, File No. 1-1927), and as supplemented by the Second Supplemental Indenture thereto, dated as of February 28, 2012, in respect of the Company's 7% Senior Notes due 2022 (incorporated by reference, filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed February 28, 2012, File No. 1-1927).	
(e)	Indenture, dated as of April 20, 2011, among Goodyear Dunlop Tires Europe B.V., as Issuer, the Company, as Parent Guarantor, the subsidiary guarantors party thereto, Deutsche Trustee Company Limited (now Deutsche Bank AG, London Branch), as Trustee, Deutsche Bank Luxembourg S.A., as Registrar, Deutsche Bank AG, London Branch, as Principal Paying Agent and Transfer Agent, and The Bank of New York Mellon (Luxembourg), S.A., as Luxembourg Paying Agent and Transfer Agent, in respect of GDTE's 6.75% Senior Notes due 2019 (incorporated by reference, filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2011, File No. 1-1927).	
	In accordance with Item 601(b)(4)(iii) of Regulation S-K, certain instruments defining the rights of holders of long term debt of the Company and its consolidated subsidiaries pursuant to which the total amount of securities authorized thereunder does not exceed 10% of the total assets of the Company and its subsidiaries on a consolidated basis are not filed herewith. The Company hereby agrees to furnish a copy of any such instrument to the Securities and Exchange Commission upon request.	

<b>Exhibit Table Item No.</b>	<b>Description of Exhibit</b>	<b>Exhibit Number</b>
10	<b>Material Contracts</b>	
(a)	Amended and Restated First Lien Credit Agreement, dated as of April 19, 2012, among the Company, the lenders, issuing banks, syndication agents, documentation agents, senior managing agents, managing agents, joint lead arrangers and joint bookrunners party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, File No. 1-1927).	
(b)	Amended and Restated Second Lien Credit Agreement, dated as of April 19, 2012, among the Company, the lenders, syndication agents, documentation agents, joint lead arrangers and joint bookrunners party thereto, Deutsche Bank Trust Company Americas, as Collateral Agent, and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, File No. 1-1927).	
(c)	First Lien Guarantee and Collateral Agreement, dated as of April 8, 2005, among the Company, the subsidiaries of the Company identified therein and JPMorgan Chase Bank, N.A., as Collateral Agent (incorporated by reference, filed as Exhibit 4.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005, File No. 1-1927).	
(d)	Reaffirmation of First Lien Guarantee and Collateral Agreement, dated as of April 19, 2012, among the Company, the subsidiaries of the Company identified therein and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent (incorporated by reference, filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, File No. 1-1927).	
(e)	Second Lien Guarantee and Collateral Agreement, dated as of April 8, 2005, among the Company, the subsidiaries of the Company identified therein and Deutsche Bank Trust Company Americas, as Collateral Agent (incorporated by reference, filed as Exhibit 4.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005, File No. 1-1927).	
(f)	Reaffirmation of Second Lien Guarantee and Collateral Agreement, dated as of April 19, 2012, among the Company, the subsidiaries of the Company identified therein, Deutsche Bank Trust Company Americas, as Collateral Agent, and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference, filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, File No. 1-1927).	
(g)	Amended and Restated Lenders Lien Subordination and Intercreditor Agreement, dated as of April 19, 2012, among JPMorgan Chase Bank, N.A., as Collateral Agent for the First Lien Secured Parties referred to therein, Deutsche Bank Trust Company Americas, as Collateral Agent for the Second Lien Secured Parties referred to therein, the Company, and the subsidiaries of the Company named therein (incorporated by reference, filed as Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, File No. 1-1927).	
(h)	Amended and Restated Revolving Credit Agreement, dated as of April 20, 2011, among the Company, Goodyear Dunlop Tires Europe B.V., Goodyear Dunlop Tires Germany GmbH, Goodyear Dunlop Tires Operations S.A., the lenders party thereto, J.P. Morgan Europe Limited, as Administrative Agent, JPMorgan Chase Bank, N.A., as Collateral Agent, BNP Paribas, as Syndication Agent, and the Mandated Lead Arrangers and Joint Bookrunners identified therein (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2011, File No. 1-1927).	
(i)	Amendment and Restatement Agreement, dated as of April 20, 2011, among the Company, Goodyear Dunlop Tires Europe B.V., Goodyear Dunlop Tires Germany GmbH, Goodyear Dunlop Tires Operations S.A., J.P. Morgan Europe Limited, as Administrative Agent, JPMorgan Chase Bank, N.A., as Collateral Agent, BNP Paribas, as Issuing Bank, the subsidiary guarantors party thereto, and the lenders party thereto (incorporated by reference, filed as Exhibit 10.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2011, File No. 1-1927).	
(j)	Master Guarantee and Collateral Agreement, dated as of March 31, 2003, as Amended and Restated as of February 20, 2004, and as further Amended and Restated as of April 8, 2005, among the Company, Goodyear Dunlop Tires Europe B.V., the other subsidiaries of the Company identified therein and JPMorgan Chase Bank, N.A., as Collateral Agent (incorporated by reference, filed as Exhibit 4.7 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005, File No. 1-1927), as amended by the Amendment and Restatement Agreement, dated as of April 20, 2007 (incorporated by reference, filed as Exhibit 4.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, File No. 1-1927), and as amended by the Amendment and Restatement Agreement, dated as of April 20, 2011 (incorporated by reference, filed as Exhibit 10.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2011, File No. 1-1927).	

Exhibit Table Item No.	Description of Exhibit	Exhibit Number
(k)	Amended and Restated General Master Purchase Agreement dated December 10, 2004, as amended and restated on May 23, 2005, August 26, 2005 and July 23, 2008, between Ester Finance Titrisation, as Purchaser, Eurofactor, as Agent, Calyon, as Joint Lead Arranger and as Calculation Agent, Natixis, as Joint Lead Arranger, Dunlop Tyres Limited, as Centralising Unit, the Sellers listed therein and Goodyear Dunlop Tires Germany GmbH (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008, File No. 1-1927).	
(l)	Letter Amendment dated April 29, 2009 to the Amended and Restated General Master Purchase Agreement dated December 10, 2004, as amended and restated on May 23, 2005, August 26, 2005 and July 23, 2008, between Ester Finance Titrisation, as Purchaser, Eurofactor, as Agent, Calyon, as Joint Lead Arranger and as Calculation Agent, Natixis, as Joint Lead Arranger, Dunlop Tyres Limited, as Centralising Unit, the Sellers listed therein and Goodyear Dunlop Tires Germany GmbH (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, File No. 1-1927).	
(m)	Master Subordinated Deposit Agreement dated July 23, 2008, between Eurofactor, as Agent, Calyon, as Calculation Agent, Ester Finance Titrisation, as Purchaser, and Dunlop Tyres Limited, as Subordinated Depositor or Centralising Unit (incorporated by reference, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008, File No. 1-1927).	
(n)	Master Complementary Deposit Agreement dated July 23, 2008, between Eurofactor, as Agent, Calyon, as Calculation Agent, Ester Finance Titrisation, as Purchaser, and Dunlop Tyres Limited, as Complementary Depositor or Centralising Unit (incorporated by reference, filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008, File No. 1-1927).	
(o)	Umbrella Agreement, dated as of June 14, 1999, between the Company and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999, File No. 1-1927).	
(p)	Amendment No. 1 to the Umbrella Agreement, dated as of January 1, 2003, between the Company and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002, File No. 1-1927).	
(q)	Amendment No. 2 to the Umbrella Agreement, dated as of April 7, 2003, between the Company and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004, File No. 1-1927).	
(r)	Amendment No. 3 to the Umbrella Agreement, dated as of July 15, 2004, between the Company and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, File No. 1-1927).	
(s)	Amendment No. 4 to the Umbrella Agreement, dated as of February 12, 2008, among the Company, Sumitomo Rubber Industries, Ltd. and their respective affiliates named therein (incorporated by reference, filed as Exhibit 10.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2007, File No. 1-1927).	
(t)	Joint Venture Agreement for Europe, dated as of June 14, 1999, as amended by Amendment No. 1 thereto, dated as of September 1, 1999, among the Company, Goodyear S.A., a French corporation, Goodyear S.A., a Luxembourg corporation, Goodyear Canada Inc., Sumitomo Rubber Industries, Ltd. and Sumitomo Rubber Europe B.V. (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1999, File No. 1-1927).	
(u)	Shareholders Agreement for the Europe JVC, dated as of June 14, 1999, among the Company, Goodyear S.A., a French corporation, Goodyear S.A., a Luxembourg corporation, Goodyear Canada Inc., and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1999, File No. 1-1927).	
(v)	Amendment No. 1 to the Shareholders Agreement for the Europe JVC, dated April 21, 2000, among the Company, Goodyear S.A., a French corporation, Goodyear S.A., a Luxembourg corporation, Goodyear Canada Inc., and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004, File No. 1-1927).	

<b>Exhibit Table Item No.</b>	<b>Description of Exhibit</b>	<b>Exhibit Number</b>
(w)	Amendment No. 2 to the Shareholders Agreement for the Europe JVC, dated July 15, 2004, among the Company, Goodyear S.A., a French corporation, Goodyear S.A., a Luxembourg corporation, Goodyear Canada Inc., and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, File No. 1-1927).	
(x)	Amendment No. 3 to the Shareholders Agreement for the Europe JVC, dated August 30, 2005, among the Company, Goodyear S.A., a French corporation, Goodyear S.A., a Luxembourg corporation, Goodyear Canada Inc., and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.1 to the Company's Registration Statement on Form S-4, File No. 333-128932).	
(y)	Memorandum of Agreement (Amendment No. 4 to the Shareholders Agreement for the Europe JVC), dated April 26, 2007, between the Company and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, File No. 1-1927).	
(z)	Amendment No. 5 to the Shareholders Agreement for the Europe JVC, dated as of July 1, 2009, among the Company, Goodyear S.A., a French corporation, Goodyear S.A., a Luxembourg corporation, Goodyear Canada Inc., and Sumitomo Rubber Industries, Ltd. (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2009, File No. 1-1927).	
(aa)	Agreement, dated as of March 3, 2003, between the Company and Sumitomo Rubber Industries, Ltd., amending certain provisions of the alliance agreements (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2003, File No. 1-1927).	
(bb)*	2008 Performance Plan of the Company (incorporated by reference, filed as Exhibit 10.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010, File No. 1-1927).	
(cc)*	Form of Non-Qualified Stock Option Grant Agreement (incorporated by reference, filed as Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, File No. 1-1927).	
(dd)*	Form of Non-Qualified Stock Option with Tandem Stock Appreciation Rights Grant Agreement (incorporated by reference, filed as Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, File No. 1-1927).	
(ee)*	Form of Incentive Stock Option Grant Agreement (incorporated by reference, filed as Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, File No. 1-1927).	
(ff)*	Form of Performance Share Grant Agreement (incorporated by reference, filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2009, File No. 1-1927).	
(gg)*	Form of Restricted Stock Purchase Agreement (incorporated by reference, filed as Exhibit 10.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-1927).	
(hh)*	Form of Cash Performance Unit Grant Agreement (incorporated by reference, filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2009, File No. 1-1927).	
(ii)*	Form of Restricted Stock Unit Grant Agreement (incorporated by reference, filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, File No. 1-1927).	
(jj)*	2005 Performance Plan of the Company (incorporated by reference, filed as Exhibit 10.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010, File No. 1-1927).	
(kk)*	2002 Performance Plan of the Company (incorporated by reference, filed as Exhibit 10.4 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010, File No. 1-1927).	
(ll)*	Performance Recognition Plan of the Company, as amended and restated on October 7, 2008 (incorporated by reference, filed as Exhibit 10.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-1927).	
(mm)*	The Goodyear Tire & Rubber Company Management Incentive Plan (incorporated by reference, filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed April 11, 2008, File No. 1-1927).	
(nn)*	Executive Performance Plan of the Company effective January 1, 2004 (incorporated by reference, filed as Exhibit 10.9 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-1927).	

Exhibit Table Item No.	Description of Exhibit	Exhibit Number
(oo)*	Form of Grant Agreement for Executive Performance Plan (incorporated by reference, filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2009, File No. 1-1927).	
(pp)*	Goodyear Supplementary Pension Plan (October 7, 2008 Restatement) (incorporated by reference, filed as Exhibit 10.10 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-1927).	
(qq)*	Defined Benefit Excess Benefit Plan of the Company, as amended and restated as of October 7, 2008, effective as of January 1, 2005 (incorporated by reference, filed as Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-1927).	
(rr)*	Defined Contribution Excess Benefit Plan of the Company, adopted October 7, 2008, effective as of January 1, 2005, as further amended September 7, 2012.	10.1
(ss)*	Deferred Compensation Plan for Executives, as amended and restated as of October 7, 2008 (incorporated by reference, filed as Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008, File No. 1-1927).	
(tt)*	First Amendment to the Deferred Compensation Plan for Executives, dated as of December 20, 2012.	10.2
(uu)*	Outside Directors' Equity Participation Plan, as adopted February 2, 1996 and last amended as of October 2, 2012.	10.3
(vv)*	Continuity Plan for Salaried Employees, as amended and restated effective April 10, 2007, as further amended on December 20, 2012.	10.4
(ww)*	The Goodyear Tire & Rubber Company Executive Severance Plan (incorporated by reference, filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed June 11, 2010, File No. 1-1927).	
12	<b>Statement re Computation of Ratios</b>	
(a)	Statement setting forth the Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Dividends.	12.1
21	<b>Subsidiaries</b>	
(a)	List of Subsidiaries of the Company at December 31, 2012.	21.1
23	<b>Consents</b>	
(a)	Consent of PricewaterhouseCoopers LLP.	23.1
24	<b>Powers of Attorney</b>	
(a)	Powers of Attorney of Officers and Directors signing this report.	24.1
31	<b>302 Certifications</b>	
(a)	Certificate of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	31.1
(b)	Certificate of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	31.2
32	<b>906 Certifications</b>	
(a)	Certificate of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	32.1
101	<b>Interactive Data File</b>	
(a)	The following materials from the Company's Annual Report on Form 10-K for the year ended December 31, 2012, formatted in XBRL: (i) the Consolidated Statements of Operations, (ii) the Consolidated Statements of Comprehensive Income (Loss), (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Shareholders' Equity, (v) the Consolidated Statements of Cash Flows and (vi) the Notes to Consolidated Financial Statements.	101

\* Indicates management contract or compensatory plan or arrangement

**THE GOODYEAR TIRE & RUBBER COMPANY**  
**DEFINED CONTRIBUTION EXCESS BENEFIT PLAN**

WHEREAS, the Company desires to establish a excess benefit plan for the purpose of providing supplemental retirement benefits on an unfunded basis to a select group of management or highly compensated employees eligible to participate in accordance with the terms hereof, as contemplated by Section 201(2) of the Employee Retirement Income Security Act of 1974, as amended;

NOW, THEREFORE, said excess benefit plan which was adopted October 7, 2008, effective January 1, 2005, is further amended effective September 7, 2012 to provide as follows:

**ARTICLE I**  
**DEFINITIONS**

For the purposes hereof, the following words and phrases shall have the meanings indicated:

1. The "Act" shall mean the Employee Retirement Income Security Act of 1974, as amended.
2. An "Affiliated Employer" shall mean any employer required to be affiliated with the Company under Section 414(b), (c), or (m).
3. The "Code" shall mean the Internal Revenue Code of 1986 as amended.
4. The "Company" shall mean The Goodyear Tire & Rubber Company, an Ohio corporation, its corporate successors and the surviving corporation resulting from

any merger of The Goodyear Tire & Rubber Company with any other corporation or corporations.

5. An “Employee” shall mean any person employed by an Employer on a salaried basis and eligible to participate in the Savings Plan.

6. An “Employer” shall mean the Company and any other Affiliated Employer who adopts the Plan with the consent of the Company and Goodyear Dunlop Tires North America, Ltd. (“GDTNA”) for any period of service after September 6, 2012.

7. An “Excess Benefit” is the benefit payable under this Plan pursuant to Article II.

8. The “Excess Compensation” is the amount of compensation for any Participant in the Savings Plan to the extent the Participant had compensation limited by either Code Sections 401(a)(17) or 415(c) from being taken into account in computing the Employer’s Retirement Contributions for the Participant in the Savings Plan.

9. The “Excess Contribution” shall be the amount of contribution made pursuant to Sections 3.3 or 3.4.

10. A “Participant” shall mean any Employee who was a Participant in the Savings Plan and who had Excess Compensation.

11. “Plan” shall mean the plan as set forth herein, together with all amendments hereto, which shall be called “The Goodyear Tire & Rubber Company Defined Contribution Excess Benefit Plan.”

12. The “Savings Plan” shall mean either The Goodyear Tire & Rubber Company Employee Savings Plan for Salaried Employees, the Goodyear Dunlop Tires North America, Ltd. Employee Savings Plan For Salaried Employees or The Goodyear

Tire & Rubber Company Savings Plan for Retail Employees, as the same shall be in effect on the various dates of an Employee's participation.

All other words and phrases used herein shall have the meanings given them in the Savings Plans, unless a different meaning is clearly required by the context.

## **ARTICLE II** **EXCESS BENEFIT**

1. Eligibility. A Participant who dies or terminates employment with an Employer under conditions that make such Participant or beneficiary eligible for a benefit derived from Retirement Contributions under the Savings Plan, who had Excess Compensation and who does not receive a benefit from The Goodyear Tire & Rubber Company Supplementary Pension Plan shall be eligible for an Excess Benefit.

2. Amount of Excess Benefit. The amount of the Excess Benefit shall be the sum of all Excess Contributions notionally credited increased by (a) from January 1, 2005 until September 30, 2008, a seven (7) percent compounded annual return, and (b) commencing October 1, 2008, interest credited at 120% of the Applicable Federal Long-Term Rate as of the first day of each quarter (as prescribed under Section 1274(d) of the Code), compounded monthly, computed from the date of each notional contribution. The amount of the Excess Benefit for any participant who participated in The Goodyear Dunlop Tires North America, Ltd. Excess Savings Plan shall be the amount of the balance earned in such Plan through September 6, 2012 plus benefits earned by the participant in this Plan.

3. Excess Contributions. Excess Contributions will be notionally credited to a Participant on the last day of any calendar month in which the Participant had Excess Compensation. The Excess Contributions will be for the amount that the Participant would have had additional Retirement Contributions to the Savings Plan for such month with respect to the Participant's Excess Compensation.

4. Minimum Excess Contributions. If a Participant only received Retirement Contributions of three (3) percent of Compensation under the Savings Plan for any given month then the Excess Contributions under Section 3 of Article II will be five (5) percent of the Excess Compensation of such Participant for such month.

### ARTICLE III TIME AND FORM OF PAYMENT

1. Payment of Benefits. Each Excess Benefit provided for hereunder shall be paid as a lump sum to the Participant or to the Participant's beneficiary under the Savings Plan, if the Participant is deceased. Such lump sum payments will be made within 90 days after death to any beneficiary or within 90 days after any Separation from Service if Participant is vested in the Savings Plan and is not a Specified Employee. Any Participant who is a Specified Employee shall be paid such lump sum on the first business day that is more than six months after the date of Separation from Service.

2. Specified Employees. A Specified Employee is an employee who is a specified employee in accordance with Section 409A of the Code. The specified employee identification date for the Plan is December 31 of each year. The specified employee effective date for the Plan is each following January 1.

3. Separation from Service. For purposes of establishing whether an employee has a Separation from Service, the employee will be deemed to have a Separation from Service on the date of termination of employment, if the employee after the date of termination of employment is not reasonably anticipated to provide a level of bona fide services that exceeds 25% of the average level of bona fide services provided by the employee in the immediately preceding 36 months (or the total period of employment, if less than 36 months), within the meaning of Section 409A of tax code.

## ARTICLE IV ADMINISTRATION

The Plan is a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. Accordingly, the Plan shall be construed and administered in the manner appropriate to maintain the Plan's status as such under the Act. To the extent that the Act applies to the Plan, the Company shall be the "named fiduciary" of and the "plan administrator" of the Plan. The Company shall be responsible for the general administration of the Plan and for carrying out the provisions hereof. The Employers shall be responsible for making any required benefit payments under the Plan. The Company shall have the sole and absolute authority and power to administer and carry out the provisions of the Plan, except that the Employers shall make any required benefit payments hereunder; to determine all questions relating to eligibility for and the amount of any benefit hereunder and all questions pertaining to claims for benefits and procedures for claim review; to resolve all other questions arising

under the Plan, including any questions of construction; and to take such further action as the Company shall deem advisable in the administration of the Plan. All actions taken and decisions made by the Company hereunder be final and binding upon all interested parties.

**ARTICLE V**  
**AMENDMENT AND TERMINATION**

1. Right to Amend or Terminate. The Company reserves the right in its sole and absolute discretion to amend or terminate the Plan at any time by action of its Board of Directors subject to the requirements of this Article; provided, however, that no such action shall adversely affect the right of any Employee or beneficiary to any Excess Benefit determined under the provisions of the Plan previously in effect for any period of time that the Employee was a Participant.

2. Notwithstanding the foregoing, no termination or amendment of this Plan may accelerate payment of Excess Benefits to any Participant except under the following conditions subject to the mandatory six-month delay for Specified Employees:

(1) The Company may terminate and liquidate the Plan within 12 months of a corporate dissolution taxed under section 331, or with the approval of a bankruptcy court pursuant to 11 U.S.C. §503(b)(1)(A), provided that the amounts deferred under the Plan are included in the Participants' gross incomes in the latest of the following years (or, if earlier the taxable year in which the amount is actually or constructively received): (a) the calendar year in which the Plan termination and liquidation occurs; (b) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or (c) the first calendar year in which the payment is administratively practicable.

(2) The Company may terminate and liquidate the Plan pursuant to irrevocable action taken by the Board of Directors within the 30 days preceding or the 12 months following a change in control event (as defined in Treasury Regulation §1.409A-3(i)(5)), provided that this paragraph will only apply to a payment under the plan if all agreements, methods, programs, and other arrangements sponsored by the Company immediately after the time of the change in control event with respect to which deferrals of compensation are treated as having been deferred under a single plan under Treasury Regulation §1.409A-1 (c)(2) are terminated and liquidated with respect to each Participant that experienced the change in control event, so that under the terms of the termination and liquidation all such participants are required to receive all amounts of compensation deferred under the terminated agreements, methods, programs and other arrangements within 12 months of the date the Company irrevocably takes all necessary action to terminate and liquidate the agreements, methods, programs, and other arrangements.

(3) The Company may terminate and liquidate the Plan, provided that (a) the termination and liquidation does not occur proximate to a downturn in the financial health of the Company; (b) the Company terminates and liquidates all agreements, methods, programs, and other arrangements sponsored by the Company that would be aggregated with any terminated and liquidated agreements, methods, programs, and other arrangements under Treasury Regulation §1.409-1(c) if any Participant had deferrals of compensation under all of the agreements, methods, programs, and other arrangements that are terminated and liquidated; (c) no payments in liquidation of the Plan are made within 12 months of the date the Company takes all necessary action to irrevocably terminate and liquidate the Plan other than payments that would be payable under the terms of the Plan if the action to

terminate and liquidate the Plan had not occurred; (d) all payments are made within 24 months of the date the Company takes all necessary action to irrevocably terminate and liquidate the Plan; and (e) the Company does not adopt a new plan that would be aggregated with any terminated and liquidated plan under Treasury Regulation §1.409A-1(c) if the same service provider participated in both plans, at any time within three years following the date the service recipient takes all necessary action to irrevocably terminate and liquidate the Plan.

**ARTICLE VI**  
**ADOPTION BY AFFILIATED EMPLOYERS**

Any Affiliated Employer that at the time is not an Employer hereunder may adopt the Plan and become an Employer hereunder by action of its Board of Directors and by filing written notice thereof with the Company. Each Employer other than the Company shall have the right to withdraw from the Plan by action of its Board of Directors and by filing written notice thereof with the Company, in which event the Employer shall cease to be an Employer for purposes of the Plan; provided, however, that no withdrawal shall affect the right of any Employee or beneficiary to any Excess Benefits for any period of time that the Employee was an Excess Benefit Employee.

**ARTICLE VII**  
**MISCELLANEOUS**

1. Non-Alienation of Retirement Rights or Benefits. No Employee and no beneficiary of an Employee shall encumber or dispose of such person's right to receive any

payments hereunder. Payments hereunder, or the right thereto, are expressly declared to be non-assignable and non-transferable. If an Employee or beneficiary attempts to assign, transfer, alienate, or encumber the right to receive any payment hereunder or permits the same to be subject to alienation, garnishment, attachment, execution, or levy of any kind, then thereafter during the life of such Employee or beneficiary, and also during any period in which any Employee or beneficiary is incapable in the judgment of an Employer of attending to personal financial affairs, any payments which an Employer is required to make hereunder may be made, in the sole and absolute discretion of the Employer, either directly to such Employee or beneficiary or to any other person for the future care, use or benefit of such Employee or beneficiary or that of such person's dependents, if any. Each such payment may be made without the intervention of a guardian, the receipt of the payee shall constitute complete satisfaction for the Employer with respect thereto, and the Employer shall have no responsibility for the proper application thereof.

2. Plan Non-Contractual. Nothing herein contained shall be construed as a commitment or agreement on the part of any person employed by an Employer to continue employment with the Employer, and nothing herein contained shall be construed as a commitment on the part of an Employer to continue the employment, the annual rate of compensation, or any term or condition of employment of such person for any period, and all Employees shall remain subject to discharge to the same extent as if the Plan had never been put into effect.

3. Interest of Employee an Unfunded, Unsecured Promise. The provision of this paragraph 3 shall apply notwithstanding any other provision of the Plan to the contrary. All benefits payable under the Plan are payable solely from an Employer's general assets.

The obligation of an Employer under the Plan to provide an Employee or beneficiary a benefit is solely the unfunded, unsecured promise of the Employer to make payments as provided herein. No person shall have any interest in, or a lien or prior claim upon, any property of an Employer with respect to such benefits greater than that of a general creditor of the Employer.

4.     Claims of Other Persons. The provisions of the Plan shall in no event be construed as giving any person, firm, or corporation any legal or equitable right as against any Employer, its officers, employees, or directors, except any such rights as are specifically provided for in the Plan or are hereafter created in accordance with the terms and provisions of the Plan.

5.     Absence of Liability. No member of the Board of Directors of any Employer nor any officer of any Employer shall be liable for any act or action hereunder, whether of commission or omission, taken by any other member, or by an officer, agent, or employee, or, except in circumstances involving his bad faith, for anything done or omitted to be done by himself.

6.     No Competition. The right of any Employee or beneficiary to an Excess Benefit will be terminated, or, if payment thereof has begun, all further payments will be discontinued and forfeited in the event such Employee (i) at any time subsequent to the effective date wrongfully discloses any secret process or trade secrets of the Company or any Affiliated Employer, or any of the Company's subsidiaries, or (ii) engages, either directly or indirectly, as an officer, trustee, employee, consultant, partner, or substantial shareholder, on his own account or in any other capacity, in a business venture that

within the ten-year period following his retirement the Company's Board of Directors reasonably determines to be competitive with the Company's or any of its Affiliated Employers, or any of the Company's subsidiaries, to a degree materially contrary to the best interests of the Company or any of its Affiliated Employers, or any of the Company's subsidiaries.

7.       Severability. The invalidity or unenforceability of any particular provision of the Plan shall not effect any other provision hereof, and the Plan shall be construed in all respects as if such invalid or unenforceable provision were omitted herefrom.

8.       Governing Law. The provisions of the Plan shall be governed by and construed in accordance with the laws of the State of Ohio.

9.       Compliance with Section 409A of the Code. (a) It is intended that the Plan comply with the provisions of Section 409A of the Code, so as to prevent the inclusion in gross income of any amounts deferred hereunder in a taxable year that is prior to the taxable year or years in which such amounts would otherwise actually be paid or made available to Participants or Beneficiaries. This Plan shall be construed, administered, and governed in a manner that affects such intent, and the Committee shall not take any action that would be inconsistent with such intent.

(b) Although the Committee shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of deferrals under this Plan is not warranted or guaranteed. Neither the Company, the other members of the Affiliated Group, the Board, nor the Committee (nor its designee) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by any Participant, Beneficiary or other taxpayer as a result of the Plan.

(c) Any reference in this Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance promulgated with respect to such Section 409A by the U.S. Department of Treasury or the Internal Revenue Service. For purposes of the Plan, the phrase “permitted by Section 409A of the Code,” or words or phrases of similar import, shall mean that the event or circumstance shall only be permitted to the extent it would not cause an amount deferred or payable under the Plan to be includible in the gross income of a Participant or Beneficiary under Section 409(A)(a)(1) of the Code.

Executed this 20th day of December, 2012.

THE GOODYEAR TIRE & RUBBER COMPANY

By: /s/ Joseph B. Ruocco  
Joseph B. Ruocco  
Title: Senior Vice President, Human Resources

ATTEST:

By: /s/ Bertram Bell  
Bertram Bell  
Assistant Secretary

First Amendment to The Goodyear Tire & Rubber Company  
Deferred Compensation Plan For Executives  
(As Amended and Restated Effective October 7, 2008)

Effective December 20, 2012, the definition of “Eligible Employee” in Section 2.1 of The Goodyear Tire & Rubber Company Deferred Compensation Plan for Executives (As Amended and Restated Effective October 7, 2008) is amended in total as follows:

“Eligible Employee” means any Employee of an Employer who, at the time the determination thereof is being or to be made, either meets the requirements of (A) or is designated pursuant to (B):

- (A) The Employee is
  - (i) either
    - (1) employed within the United States of America, or
    - (2) employed as an expatriate outside the United States and the Company can validate that participation by such Employee is not illegal under foreign law applicable to such Employee and will have no adverse tax implications to the Company,
  - (ii) is a citizen or resident (green card holder) of the United States of America,
  - (iii) is a participant in the Performance Plan for the then current Plan Year,
  - (iv) has an Annual Salary Rate at the beginning of the Plan Year of at least the amount provided by Section 401(a)(17) of the Code for the Plan Year, or
- (B) is designated by Chief Executive Officer as being eligible to participate in the Plan for the Plan Year.”

Executed at Akron, Ohio this 20th day of December, 2012.

The Goodyear Tire & Rubber Company

By: /s/ Joseph B Ruocco  
Joseph B Ruocco  
Senior Vice President – Human Resources

ATTEST:

/s/ Bertram Bell  
Bertram Bell  
Assistant Secretary

**THE GOODYEAR TIRE & RUBBER COMPANY  
OUTSIDE DIRECTORS' EQUITY PARTICIPATION PLAN  
(As Adopted February 2, 1996 and last Amended as of October 2, 2012)**

1. **Purpose.** The purpose of the Plan is to enable The Goodyear Tire & Rubber Company (the "Company") to (a) attract and retain outstanding individuals to serve as non-employee directors of the Company, (b) further align the interests of non-employee directors with the interests of the other shareholders of the Company by making the amount of the compensation of non-employee directors dependent in part on the value and appreciation over time of the Common Stock of the Company, and (c) permit each non-employee director to defer receipt of all or a portion of his or her annual retainer until after retirement from the Board of Directors of the Company.
2. **Definitions.** As used in the Plan, the following words and phrases shall have the meanings specified below:

**"Account"** means any of, and **"Accounts"** means all of, the Equity Participation Accounts and the Retainer Deferral Accounts maintained in the records of the Company for Participants.

**"Accrual"** means any dollar amount credited to an Account, including Special Accruals, Quarterly Accruals, Retainer Deferral Accruals, Dividend Equivalents and Interest Equivalents.

**"Beneficiary"** means the person or persons designated by a Participant pursuant to Section 12.

**"Board"** means the Board of Directors of the Company.

**"Committee"** means the Compensation Committee of the Board.

**"Common Stock"** means the Common Stock, without par value, of the Company.

**"Conversion Date"** means, with respect to each Account of each Retired Outside Director, the later of (i) the first business day of the seventh month following the month during which such Retired Outside Director terminated his or her service as a member of the Board, or (ii) the fifth business day of the calendar year following the calendar year during which such Retired Outside Director terminated his or her service as a member of the Board. For all balances that are earned and vested after December 31, 2004, the term "termination of service" means a separation from service as defined in Section 409A of the Code.

**"Dividend Equivalent"** means, with respect to each dividend payment date for the Common Stock, an amount equal to the cash dividend per share of Common Stock which is payable on such dividend payment date.

**"Equity Grant Amount"** means for each calendar quarter of service from October 1, 2008 through September 30, 2010, \$23,750; for service from October 1, 2010 through December 31, 2011, \$27,500; for service from January 1, 2012 through December 31, 2012, \$28,750; and for service on or after January 1, 2013, \$30,000.

**"Equity Participation Account"** means a bookkeeping account maintained by the Company for a Participant to which Quarterly Accruals and Dividend Equivalents are credited in respect of Outside Directors through the Conversion Date (and, with respect to each Outside Director serving as a Director on February 2, 1996, a Special Accrual will be credited) and Interest Equivalents are credited on Dollar denominated amounts subsequent to the Conversion Date, which Account shall be denominated in Units until the Conversion Date and, thereafter, for Units granted prior to January 1, 2009 shall be denominated in dollars and for Units granted after December 31, 2008 (for service on or after October 1, 2008) shall be denominated in shares of Common Stock except any remaining fractional Unit shall be denominated in Dollars.

**"Fair Market Value of Common Stock"** means, in respect of any date on or as of which a determination thereof is being or to be made, the closing market price of the Common Stock reported on the New York Stock Exchange Composite Transactions Tape on such date, or, if the Common Stock was not traded on such date, on the next preceding day on which sales of shares of the Common Stock were reported on the New York Stock Exchange Composite Transactions tape.

**"Interest Equivalent"** has the meaning assigned in Section 11(C).

**"Outside Director"** means and includes each person who, at the time any determination thereof is being made, is a member of the Board and who is not and never has been an employee of the Company or any subsidiary or affiliate of the Company.

**"Participant"** means and includes, at the time any determination thereof is being made, each Outside Director and each Retired Outside Director who has a balance in his or her Accounts.

**"Restricted Stock Unit"** means the Units issued pursuant to a Restricted Stock Grant under Section 8 of the Company's 2008 Performance Plan, or any successor equity compensation plan, so long as such Units remains subject to the restrictions and conditions specified in this Plan pursuant to which such Restricted Stock Grant is made.

**"Retainer"** means with respect to each Outside Director the retainer fee payable to such Outside Director by the Company, plus all meeting attendance fees payable by the Company to such Outside Director, in respect of a calendar quarter.

**"Retainer Deferral Account"** means a bookkeeping account maintained by the Company for a Participant to which Retainer Accruals and Dividend Equivalents are credited through the Conversion Date and Interest Equivalents on Dollar denominated amounts are credited subsequent to the Conversion Date, which Account shall be

denominated in Units until the Conversion Date and, thereafter, for Units created prior to January 1, 2011 shall be denominated in dollars and for Units created after December 31, 2010 shall be denominated in shares of Common Stock except any remaining fractional Unit shall be denominated in Dollars.

"Retired Outside Director" means an Outside Director who has terminated his or her service as a member of the Board and is entitled to receive distributions in respect of his or her Account or Accounts as provided in Section 10.

"Plan" means The Goodyear Tire & Rubber Company Outside Directors' Equity Participation Plan, the provisions of which are set forth herein.

"Quarterly Accrual" has the meaning assigned in Section 7.

"Retainer Deferral Accrual" has the meaning assigned in Section 8.

"Special Accrual" has the meaning assigned in Section 7.

"Unit" means an equivalent to a hypothetical share of Common Stock which is the denomination into which all dollar Accruals (other than Interest Equivalents) to any Account are to be translated. Upon the Accrual of any dollar amount to any Account on or prior to the Conversion Date thereof, such dollar amount shall be translated into Units by dividing the dollar amount of such Accrual by the Fair Market Value of the Common Stock on the day on or as of which such Accrual to the Account is made or, if not made on a day on which the New York Stock Exchange is open for trading, on the trading day next following the date of the Accrual. Additionally, each Restricted Stock Unit granted is equal to one Unit. Units, and the translation thereof from dollars, shall be calculated and recorded in the Accounts rounded to the fourth decimal place.

"Year of Service" means, with respect to each Outside Director, the twelve month period commencing with the date of the individuals' election as an Outside Director or any anniversary thereof.

3. Effective Date. The Plan is adopted on, and is effective on and after, February 2, 1996.
4. Eligibility. Each person who serves as an Outside Director at any time subsequent to February 1, 1996 is eligible to participate in the Plan.
5. Administration. Except with respect to matters expressly reserved for action by the Board pursuant to the provisions of the Plan, the Plan shall be administered by the Committee, which shall have the exclusive authority except as aforesaid to take any action necessary or appropriate for the proper administration of the Plan, including the full power and authority to interpret the Plan and to adopt such rules, regulations and procedures consistent with the terms of the Plan as the Committee deems necessary or appropriate. The Committee's interpretation of the Plan, and all actions taken within the scope of its authority, shall be final and binding on the Company and the Participants.

6. Equity Participation Accounts. There shall be established and maintained by the Company an Equity Participation Account with respect to each Outside Director to which Accruals or Grants of Restricted Stock Units shall be made from time to time in accordance with the provisions of the Plan.
7. (A) Quarterly Accruals. On the first day of each calendar quarter, commencing April 1, 2007 and ending on October 1, 2008 for service through September 30, 2008, the Company shall credit \$23,750 (\$20,000 in respect of each quarter during the period beginning July 1, 2005 and ended on December 31, 2006, \$17,500 in respect of each quarter during the period beginning July 1, 2004 and ended on June 30, 2005, \$7,500 in respect of each quarter during the period beginning January 1, 2003 and ended on June 30, 2004, \$2,500 in respect of each quarter during the period beginning July 1, 1998 and ended on December 31, 2002 and \$2,000 in respect of each quarter during the period beginning April 1, 1996 and ended on June 30, 1998) to the Equity Participation Account of each Outside Director who is then a member of the Board of Directors and served as a member of the Board for the entire calendar quarter ended immediately prior to such day (each a "Quarterly Accrual").

(B) (1) Special Accruals. The Company shall credit to the Equity Participation Account of each Outside Director who was an Outside Director on January 1, 2007, a \$3,750 accrual as of April 2, 2007.

(B) (2) Special Accruals. On April 13, 2004, the Company shall credit to the Equity Participation Account of each Outside Director eligible to receive a quarterly accrual as of April 1, 2004, an additional credit in the amount of \$20,000.

(B) (3) Special Accruals. On February 2, 1996, the Company shall credit to the Equity Participation Account of each Outside Director then serving as a member of the Board of Directors a special, one-time credit (a "Special Accrual"), the amount of which shall be determined in accordance with the following formula:

$$SP = \frac{[FRPA - FQC]}{1.01943}$$

where,

SP is the dollar amount of the Special Accrual in respect of a participating Outside Director at February 2, 1996;

FRPA is the future value of an annuity at age 70 under the Retirement Plan for Outside Directors (as provided by Watson Wyatt and based on the UP-1984 mortality table) that would be needed to provide a lifetime annuity at age 70 assuming the benefit increases 3% per year starting in 1997.

FQC is the future value of quarterly accruals, calculated on the value at age 70 of \$1,000 quarterly accruals to the Equity Participation Account of the participating Outside Director starting April 1, 1996, assuming a compound annual growth rate of 8%.

N is the number of quarters until the Outside Director retires having attained age 70.

(C) Restricted Stock Units Grant. Effective for service on or after October 1, 2008 to be granted January 1, 2009 and on the first day of each succeeding calendar quarter, each Outside

Director who is then a member of the Board of Directors and served as a member of the Board for any portion of the calendar quarter ended immediately prior to such day, will be granted the number of Restricted Stock Units that will be equal to the applicable Equity Grant Amount (or the pro-rata amount based on the number of days of service in the quarter if the Outside Director did not serve the whole quarter) divided by the Fair Market Value of Common Stock for such grant date, or if the New York Stock Exchange is not open for trading on such date, the grant date shall be the next following trading date. For the last quarterly grant with respect to the last quarter of Board service, any fractional amount of the applicable Equity Grant Amount (or the pro-rata amount based on the number of days of service in the quarter if the Outside Director did not serve the whole quarter) that is not utilized in converting the grant into whole shares of Restricted Stock when added to any outstanding fractional Restricted Stock Unit shall be paid in cash when the shares are distributed pursuant to 10.(C). Effective for grants made in respect of service on or after October 1, 2010, the Restricted Stock Units are further restricted by only ratably vesting over three years, subject to accelerated full vesting upon becoming a Retired Outside Director.

(D) Translation of Accruals into Units. Each Accrual (other than Interest Equivalents) to an Equity Participation Account shall be translated into Units by dividing the dollar amount thereof by the Fair Market Value of the Common Stock on the day as of which such Accrual is made, or, if the date on or as of which such Accrual is made is not a day on which the New York Stock Exchange is open for trading, on the next following trading day. Upon such translation of an Accrual into Units, the resulting number of Units shall be credited to the relevant Equity Participation Account (in lieu of the dollar amount of such Accrual) and such Accrual shall continue to be denominated in such number of Units until the Conversion Date for such Account, when those Units derived from Accruals (as compared to Units from Restricted Stock Unit Grants) will be converted into a dollar amount equal to the product of (i) the number of Units credited to such Account on such Conversion Date, multiplied by (ii) the Fair Market Value of the Common Stock on such Conversion Date.

8. Retainer Deferral Accounts. Each Outside Director may, at his or her sole election, defer receipt of 25%, 50%, 75% or 100% of his or her Retainer payable in respect of and during any calendar year by electing to have such amount credited to his or her Retainer Deferral Account (herein referred to as a "Retainer Account Accrual"). Each deferral election, if any, shall be made by an Outside Director annually, must be in respect of an entire calendar year and shall be made not later than, and shall become irrevocable as of, June 30th of the year prior to the calendar year in respect of which such election is being made. The dollar amount of each Retainer Account Accrual shall be translated (in the manner specified in Section 7(D)) into Units on the date such Retainer Account Accrual is credited to the relevant Retainer Deferral Account, which shall be the day on which the payment of such portion of the Retainer would have been made absent the election of the Outside Director to defer the payment of all or a portion thereof. Upon such translation into Units, the resulting number of Units shall be credited to the relevant Retainer Deferral Account (in lieu of the dollar amount of such Accrual) and such Accrual shall continue to be denominated in such number of Units until the Conversion Date, when for Units in respect of deferrals elected prior to January 1, 2011 applicable to plans years through December 31, 2010, the Units will be converted into a dollar amount equal to the product of (i) the number of Units credited to such Retainer Deferral Account on such Conversion Date, multiplied by (ii) the Fair Market Value of the Common Stock of such Conversion Date. For Units relating to deferrals effective on or after January 1, 2011, each Unit will be converted to

a share of Common Stock and all such shares of Common Stock will be delivered on the fifth business day of the calendar quarter following the quarter of his or her separation from Board service with any remaining fractional Unit paid in cash at that time.

9. **Dividend Equivalents.** With respect to each Account and Restricted Stock Unit, from time to time through the relevant Conversion Date each Unit in such Account and Restricted Stock Unit shall be credited with a Dividend Equivalent at the same time as cash dividends are paid on shares of the Common Stock. Dividend Equivalents credited to each Account and Restricted Stock Unit shall be automatically translated into Units or Restricted Stock Units by dividing the dollar amount of such Dividend Equivalents by the Fair Market Value of the Common Stock on the date the relevant Dividend Equivalent is accrued to such Account and Restricted Stock Unit. The number of Units or Restricted Stock Units resulting shall be credited to such Account and Restricted Stock Unit (in lieu of the dollar amount of such Accrual) and such Accrual shall be denominated in Units until the Conversion Date.
10. **Eligibility For Benefits.** (A) **Equity Participation Accounts.** (1) For all balances that were earned and vested prior to January 1, 2005, each Retired Outside Director shall be entitled to receive the balance of his or her Equity Participation Account in accordance with the provisions of Section 11 of the Plan, unless the Board of Directors acts to reduce the amount of, or to deny the payment of, the Equity Participation Account of such Retired Outside Director; provided, however, that the Board of Directors shall not have the authority to reduce the amount of, or to deny the payment of, the Equity Participation Account of any Outside Director who terminates his or her service on the Board of Directors if (i) prior to such termination of service, the Retired Outside Director either (x) had five or more years of service and had attained age 70, or (y) had ten or more years of service and had attained age 65, or (ii) such termination was due to the death of the Outside Director. Notwithstanding the foregoing, the Board may at any time deny the payment of, or reduce the amount of, the Equity Participation Account of any Participant if, in the opinion of the Board, such Participant was engaged in an act of misconduct or otherwise engaged in conduct contrary to the best interest of the Company. (2) For all balances that are earned or vested after December 31, 2004, each Retired Outside Director shall be entitled to receive the balance of his or her Equity Participation Account in accordance with the provisions of Section 11 of the Plan for Units that are to be paid in Dollars (Units granted from Accruals prior to January 1, 2009). Notwithstanding the foregoing, the Board may at any time deny the payment of, or reduce the amount of, the Equity Participation Account of any Participant if, in the opinion of the Board, such Participant was engaged in an act of misconduct or otherwise engaged in conduct detrimental to the Company.  
  
(B) **Retainer Deferral Accounts.** Each Retired Outside Director shall be entitled to receive the balance, if any, of his or her Retainer Deferral Account in accordance with the provisions of Section 11 of the Plan.  
  
(C) **Restricted Stock Units.** Each Outside Director will receive shares of Common Stock for their Restricted Stock Units on the fifth business day of the calendar quarter following the quarter of his or her separation from Board service. Notwithstanding the foregoing, the Board may at any time deny the payment of, or reduce the amount of, the Restricted Stock Units of any Participant if, in the opinion of the Board, such Participant was engaged in an act of misconduct or otherwise engaged in conduct detrimental to the Company.

11. Payment of Accounts. (A) All distributions of Equity Participation Accounts and Retainer Deferral Accounts to Participants shall be made in cash or Common Stock pursuant to the terms of the Accrual, Grant or deferral according to the provisions of the Plan.

(B) In the case of each Retired Outside Director, the Units credited to his or her Equity Participation Account and Retainer Deferral Account, respectively, shall, on the Conversion Date for such Retired Outside Director, be converted to a dollar denominated amount by multiplying the number of Units that are to be paid in Dollars in each of the Accounts by the Fair Market Value of the Common Stock on such Conversion Date and for Units that are to be paid in Common Stock, each Unit is equal to one share.

(C) For all balances that were earned and vested prior to January 1, 2005, from and after the Conversion Date until paid, the balance (expressed in dollars) of the Equity Participation Account, and, if any, of the Retainer Deferral Account, of each Retired Outside Director shall be credited monthly until paid with "Interest Equivalents", which shall be equal to one-twelfth (1/12th) of the product of (x) the dollar balance of such Account, multiplied by (y) the sum (expressed as a decimal to six places) of the rate equivalent to the prevailing annual yield of United States Treasury obligations having a maturity of ten years (or, if not exactly ten years, as close to ten years as possible without exceeding ten years) at the Conversion Date, plus one percent (1%).

(D) (1) For all balances that were earned and vested prior to January 1, 2005, the Accounts of each Retired Outside Director will be paid in ten (10) annual installments commencing on the fifth business day following the Conversion Date with respect to such Accounts, and thereafter on each anniversary of such Conversion Date; each installment to be in an amount equal to the total dollar balance of such Accounts on the fifth business day prior to the date such annual installment is due and payable divided by the number of installments remaining (including the annual installment then being calculated for payment) to be paid.

(D) (2) For all balances that are earned or vested after December 31, 2004, the payment of such balance for Units that are to be paid in Dollars (Units created from Accruals prior to January 1, 2009) shall be made in a lump sum payment on the fifth business day following the Conversion Date in respect of such Retired Outside Director. For Units relating to deferrals effective on or after January 1, 2011, each Unit will be converted to a share of Common Stock and all such shares of Common Stock will be delivered on the fifth business day of the calendar quarter following the quarter of his or her separation from Board service with any remaining fractional Unit paid in cash at that time.

(E) For all balances that were earned and vested prior to January 1, 2005, the Committee may, in its sole discretion, elect to pay the Equity Participation Account or the Retainer Deferral Account, or both, of any Retired Outside Director in a lump sum or in fewer than ten installments. In the event that the Committee shall elect to make a lump sum payment of an Account of any Retired Outside Director (or to make payment thereof in fewer than ten annual installments), the payment of such lump sum shall be made (or such installments shall commence) on the fifth business day following the Conversion Date in respect of such Retired Outside Director.

(F) In the event of the death of an Outside Director, the entire balance of his or her Accounts shall be eligible for payment which shall be made in a lump sum on the Conversion Date for his or her Accounts.

(G) In the event of the death of a Retired Outside Director, the entire balance of his or her Accounts(s) shall be paid on the Conversion Date for his or her Accounts (if it has not occurred) or on the next occurring anniversary thereof.

12. Designation of Beneficiary. A Participant may designate a person or persons (the "Beneficiary") to receive, after the Participant's death, any remaining benefits payable under the Plan. Such designation shall be made by the Participant on a form prescribed by the Committee. The Participant may at any time change or revise such designation by filing a new form with the Committee. The person or persons named as beneficiary in the designation of beneficiary form duly completed and filed with the Company bearing the most recent date will be the Beneficiary. All payments due under the Plan after the death of a Participant shall be made to his or her Beneficiary, except that (i) if the Participant does not designate a Beneficiary or the Beneficiary predeceases the Participant, any remaining benefits payable under the Plan after the Participant's death shall be paid to the Participant's estate, and (ii) if the Beneficiary survives the Participant but dies prior to receiving the benefits payable under the Plan, the benefits under the Plan shall be paid to the Beneficiary's estate.
13. Amendment and Termination. The Board may at any time, or from time to time, amend or terminate the Plan; *provided, however*, that no such amendment or termination shall reduce Plan benefits which accrued prior to such amendment or termination without the prior written consent of each person entitled to receive benefits under the Plan who is adversely affected by such action; and, *provided further*, that the Plan shall not be amended more frequently than once every six months, other than to comply with changes in the Internal Revenue Code, the Employee Retirement Income Security Act, or the rules promulgated thereunder.

Notwithstanding the foregoing, no termination or amendment of this Plan may accelerate payment of post-2004 benefits to any Participant except under the following conditions:

(1) The Company may terminate and liquidate the Plan within 12 months of a corporate dissolution taxed under section 331 of the Internal Revenue Code, or with the approval of a bankruptcy court pursuant to 11 U.S.C. §503(b)(1)(A), provided that the amounts deferred under the Plan are included in the Participants' gross incomes in the latest of the following years (or, if earlier the taxable year in which the amount is actually or constructively received): (a) the calendar year in which the Plan termination and liquidation occurs; (b) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or (c) the first calendar year in which the payment is administratively practicable.

(2) The Company may terminate and liquidate the Plan pursuant to irrevocable action taken by the Board of Directors within the 30 days preceding or the 12 months following a change in control event (as defined in Treasury Regulation §1.409A-3(i)(5)), provided that this paragraph will only apply to a payment under a plan if all agreements, methods, programs, and other arrangements sponsored by the Company immediately after the time of the change in control event with respect to which deferrals of compensation are treated as having been deferred under a single plan under Treasury Regulation §1.409A-1(c)(2) are terminated and

liquidated with respect to each Participant that experienced the change in control event, so that under the terms of the termination and liquidation all such participants are required to receive all amounts of compensation deferred under the terminated agreements, methods, programs and other arrangements within 12 months of the date the Company irrevocably takes all necessary action to terminate and liquidate the agreements, methods, programs, and other arrangements.

(3) The Company may terminate and liquidate the Plan, provided that (a) the termination and liquidation does not occur proximate to a downturn in the financial health of the Company; (b) the Company terminates and liquidates all agreements, methods, programs, and other arrangements sponsored by the Company that would be aggregated with any terminated and liquidated agreements, methods, programs, and other arrangements under Treasury Regulation §1.409-1(c) if any Participant had deferrals of compensation under all of the agreements, methods, programs, and other arrangements that are terminated and liquidated; (c) no payments in liquidation of the Plan are made within 12 months of the date the Company takes all necessary action to irrevocably terminate and liquidate the Plan other than payments that would be payable under the terms of the Plan if the action to terminate and liquidate the Plan had not occurred; (d) all payments are made within 24 months of the date the Company takes all necessary action to irrevocably terminate and liquidate the Plan; and (e) the Company does not adopt a new plan that would be aggregated with any terminated and liquidated plan under Treasury Regulation §1.409A-1(c) if the same service provider participated in both plans, at any time within three years following the date the service recipient takes all necessary action to irrevocably terminate and liquidate the Plan.

14. Plan Unfunded, Rights Unsecured. With respect to the Equity Participation Account and the Retainer Deferral Account, the Plan is unfunded. Each Account under the plan represents only a general contractual conditional obligation of the Company to pay in cash or shares of Common Stock the balance thereof in accordance with the provisions of the Plan. All Restricted Stock Units or shares of Common Stock granted or payable under the Plan will be made from and pursuant to the Company's 2008 Performance Plan, or any successor equity compensation plan.
15. Assignability. All payments under the Plan shall be made only to the Participant or his or her duly designated Beneficiary (in the event of his or her death). Except pursuant to Section 12 or the laws of descent and distribution and except as may be required by law, the right to receive payments under the Plan may not be assigned or transferred by, and are not subject to the claims of creditors of, any Participant or his or her Beneficiary during his or her lifetime.
16. Change in the Common Stock. In the event of any stock dividend, stock split, recapitalization, merger, split-up or other change affecting the Common Stock of the Company, the Units in each Account shall be adjusted in the same manner and proportion as the change to the Common Stock.
17. Quarterly Statements of Accounts - Valuation. Each calendar quarter the Company will prepare and send to each Participant a statement reporting the status of his or her Account or Accounts and Restricted Stock Units as of the close of business on the last business day of the prior calendar quarter. To the extent an Account is denominated in Units, the value of the Units

and Restricted Stock Units will be reported at the Fair Market Value of the Common Stock on the relevant valuation date.

18. No Other Rights. Neither the establishment of the Plan, nor any action taken thereunder, shall in any way obligate the Company to nominate an Outside Director for re-election or continue to retain an Outside Director on the Board or confer upon any Outside Director any other rights in respect of the Company.
19. Successors of the Company. The Plan shall be binding upon any successor to the Company, whether by merger, acquisition, consolidation or otherwise.
20. Law Governing. The Plan shall be governed by the laws of the State of Ohio.

THE GOODYEAR TIRE & RUBBER COMPANY

By: /s/ Joseph B Ruocco  
Joseph B Ruocco  
Senior Vice President, Human Resources

ATTEST:

By: /s/ Bertram Bell  
Bertram Bell  
Assistant Secretary

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**THE GOODYEAR TIRE & RUBBER COMPANY**

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**CONTINUITY PLAN  
FOR SALARIED EMPLOYEES**

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**Amended and Restated Effective April 10, 2007  
(As amended on December 20, 2012)**

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## **Article 1. INTRODUCTION**

### **1.01. History of the Plan**

- (a) The Company currently sponsors two separate severance plans for its eligible salaried employees: (a) the Goodyear Severance Plan for Salaried Employees (the "Severance Plan") and (b) the Supplemental Unemployment Compensation Benefits Plan for Salaried Employees (the "SUCB Plan").
- (b) The Severance Plan was adopted in 1989 and provides benefits to salaried employees whose employment has been involuntarily terminated following a hostile change in control of the Company.
- (c) The SUCB Plan was originally adopted effective January 20, 1975, and has been amended and restated since that time; the most recent amendment and restatement was effective July 1, 2003. The SUCB Plan provides benefits for salaried employees whose employment has been involuntarily terminated under certain circumstances other than a hostile change in control of the Company.

### **1.02. Effective Date**

- (a) This amendment and restatement of the Severance Plan is effective as of April 10, 2007, and renamed the Goodyear Continuity Plan for Salaried Employees (the "Plan"). Any Eligible Employee whose employment terminates on or after the Effective Date shall be eligible for benefits, if any, from the Plan as amended and restated in this document and not from the Plan as it existed immediately before the Effective Date.
- (b) This document does not amend or restate the SUCB Plan, which remains subject to the terms of the separate plan document setting forth the terms of that plan.

## **Article 2. DEFINITIONS AND CONSTRUCTION**

### **2.01. Definitions.**

As used in the Plan, the following terms shall have the following meanings, unless a contrary meaning is clearly appropriate from the context—

- (a) “*Affiliate*” shall have the meaning set forth in Rule 12b-2 under Section 12 of the Exchange Act.
- (b) “*Beneficial Owner*” shall have the meaning set forth in Rule 13d-3 under the Exchange Act.
- (c) “*Board*” means the Board of Directors of the Company.
- (d) “*Cause*” means (1) the continued failure by the Eligible Employee to substantially perform the Eligible Employee’s duties with the Employer (other than any such failure resulting from the Eligible Employee’s incapacity due to physical or mental illness), (2) the engaging by the Eligible Employee in conduct which is demonstrably injurious to the Company, monetarily or otherwise, (3) the Eligible Employee committing any felony or any crime involving fraud, breach of trust or misappropriation or (4) any breach or violation of any agreement relating to the Eligible Employee’s employment with the Employer where the Employer, in its discretion, determines that such breach or violation materially and adversely affects the Company.
- (e) A “*Change in Control*” shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:
  - (1) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company other than securities acquired by virtue of the exercise of a conversion or similar privilege or right unless the security being so converted or pursuant to which such right was exercised was itself acquired directly from the Company) representing 20% or more of (A) the then outstanding shares of common stock of the Company or (B) the combined voting power of the Company’s then outstanding voting securities entitled to vote generally in the election of directors; or
  - (2) the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board (the “*Incumbent Board*”): individuals who, on the Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, without limitation, a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s stockholders was approved or recommended by a vote of at least two-thirds of the directors then still in

office who either were directors on the Effective Date or whose appointment, election or nomination for election was previously so approved or recommended; or

- (3) there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than a merger or consolidation pursuant to which (A) the voting securities of the Company outstanding immediately prior to such merger or consolidation will continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) more than 50% of the outstanding shares of common stock, and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, (B) no Person will become the Beneficial Owner, directly or indirectly, of securities of the Company or such surviving entity or any parent thereof representing 20% or more of the outstanding shares of common stock or the combined voting power of the outstanding voting securities entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to such merger or consolidation) and (C) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation (or any parent thereof) resulting from such merger or consolidation; or
  - (4) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, (A) more than 50% of the outstanding shares of common stock, and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of which (or of any parent of such entity) is owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale, (B) in which (or in any parent of such entity) no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 20% or more of the outstanding shares of common stock resulting from such sale or disposition or the combined voting power of the outstanding voting securities entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to such sale or disposition) and (C) in which (or in any parent of such entity) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors.
- (f) "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time.

- (g) "*Company*" means The Goodyear Tire & Rubber Company or any successors thereto.
- (h) "*Effective Date*" means the date set forth in Section 1.02.
- (i) "*Eligible Employee*" means any employee who is a Tier 1, Tier 2, or Tier 3 Employee or who is designated by the Chief Human Resources Officer of the Employer as eligible to participate in the Plan.
- (j) "*Employer*" means the Company or any of its Affiliates that is an employer of an Eligible Employee.
- (k) "*ERISA*" shall mean the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.
- (l) "*Exchange Act*" shall mean the Securities Exchange Act of 1934, as amended from time to time.
- (m) "*Good Reason*" means the occurrence without the affected Eligible Employee's written consent, of any of the following:
  - (1) the assignment to the Eligible Employee of duties that are materially inconsistent with the Eligible Employee's position (including, without limitation, offices or titles), authority, duties or responsibilities immediately prior to a Potential Change in Control or in the absence thereof, a Change in Control or a Hostile Change in Control (other than pursuant to a transfer or promotion to a position of equal or enhanced responsibility or authority) or any other action by the Employer which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Employer promptly after receipt of notice thereof given by the Eligible Employee, provided, however, that any such assignment or diminution that is primarily a result of the Employer no longer being a publicly traded entity or becoming a subsidiary or division of another entity shall not be deemed "Good Reason" for purposes of this Plan, except that an Eligible Employee shall have Good Reason if the Employer is no longer a publicly traded entity and, immediately before the Change in Control or Hostile Change in Control that caused the Employer no longer to be a publicly traded entity, substantially all of the Eligible Employee's duties and responsibilities related to public investors or government agencies that regulate publicly traded entities;
  - (2) change in the location of such Eligible Employee's principal place of business by more than 50 miles when compared to the Eligible Employee's principal place of business immediately before a Potential Change in Control, or in the absence thereof, a Change in Control or a Hostile Change in Control;

- (3) a material reduction in the Eligible Employee's annual base salary or annual incentive opportunity from that in effect immediately before a Potential Change in Control, or in the absence thereof, a Change in Control or a Hostile Change in Control;
  - (4) a material increase in the amount of business travel required of the Eligible Employee when compared to the amount of business travel required immediately before a Potential Change in Control, or in the absence thereof, a Change in Control or a Hostile Change in Control; and
  - (5) the failure by any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no succession had taken place.
- (n) "*Hostile Change in Control*" means a Change in Control that a majority of the Incumbent Board has not determined to be in the best interests of the Company and its shareholders.
- (o) "*Person*" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (1) the Company or any of its Affiliates, (2) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, (3) an underwriter temporarily holding securities pursuant to an offering of such securities or (4) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.
- (p) "*Plan*" means the Goodyear Continuity Plan for Salaried Employees, as set forth herein, as it may be amended from time to time.
- (q) "*Plan Administrator*" means the person or persons appointed from time to time by the Board which appointment may be revoked at any time by the Board. If no Plan Administrator has been appointed by the Board (or if the Plan Administrator has been removed by the Board and no new Plan Administrator has been appointed by the Board), the Compensation Committee of the Board shall be the Plan Administrator.
- (r) A "*Potential Change in Control*" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:
- (1) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;
  - (2) the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

- (3) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company other than securities acquired by virtue of the exercise of a conversion or similar privilege or right unless the security being so converted or pursuant to which such right was exercised was itself acquired directly from the Company) representing 20% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities; or
  - (4) the Board adopts a resolution to the effect that a Potential Change in Control has occurred.
- (s) **"Severance"** means:
- (1) from the date of a Potential Change in Control or in the absence thereof, a Change in Control or a Hostile Change in Control, until the second anniversary of the Change in Control or Hostile Change in Control, the termination of an Eligible Employee's employment with the Employer (a) by the Employer, other than for Cause or pursuant to mandatory retirement policies of the Employer that existed prior to the Potential Change in Control or in the absence thereof, a Change in Control or Hostile Change in Control or (b) by the Eligible Employee for Good Reason; and
  - (2) from the first day following the first anniversary of the Change in Control or a Hostile Change in Control until the 30th day following the first anniversary of such Change in Control or Hostile Change in Control, the termination of the employment with the Employer for any reason by an Eligible Employee who is employed in the position of Chief Executive Officer; Chief Financial Officer; Senior Vice President, General Counsel and Secretary, or Senior Vice President Human Resources.

An Eligible Employee will not be considered to have incurred a Severance if his or her employment is discontinued by reason of the Eligible Employee's death or a physical or mental condition causing such Eligible Employee's inability to substantially perform his or her duties with the Employer, including, without limitation, such condition entitling him or her to benefits under any sick pay or disability income policy or program of the Employer.

An Eligible Employee who seeks to terminate employment for Good Reason must, within ninety days of the occurrence of the Good Reason, provide the Employer with thirty days advanced written notice of his or her intention to terminate employment for Good Reason and shall only be entitled to terminate employment for Good Reason if the Employer fails to cure the alleged Good Reason to the reasonable satisfaction of the Eligible Employee during such thirty-day period. The Eligible Employee must terminate employment no later than one hundred twenty days after the event or condition constituting Good Reason initially occurs or exists.

- (t) “*Severance Agreement and Release*” means the written separation agreement and release substantially in the form attached hereto as Appendix I, as may be amended from time to time.
- (u) “*Severance Date*” means the date on which an Eligible Employee incurs a Severance as specified in a prior written notice by the Company or the Eligible Employee, as the case may be, delivered to the other pursuant to Section 6.08.
- (v) “*Severance Payment*” means the payment determined pursuant to Article 3.
- (w) “*Severed Employee*” is an Eligible Employee once he or she incurs a Severance.
- (x) “*Tier 1 Employee*” means any elected officer of the Employer, any employee who is eligible to participate in the Employer’s Executive Performance Plan (or any successor to such plan) and any other employee of the Employer designated as such by the Plan Administrator.
- (y) “*Tier 2 Employee*” means any employee of the Employer who is not a Tier 1 Employee and who is either eligible to participate in the Employer’s Performance Recognition Plan (or any successor to such plan) or otherwise designated as a Tier 2 Employee by the Plan Administrator.
- (z) “*Tier 3 Employee*” means any full-time salaried employee of the Employer who is (1) eligible to participate in The Goodyear Tire & Rubber Employee Savings Plan for Salaried Employees and (2) neither a Tier 1 Employee nor a Tier 2 Employee.

## **2.02. Construction**

As used in the Plan—

- (a) the use of the masculine gender shall include the feminine gender, and vice versa, and
- (b) the words “include” or “including” shall mean include or including “without limitation.”

## **Article 3. SEVERANCE PAYMENT AND BENEFITS**

### **3.01. In General**

An Eligible Employee who incurs a Severance shall be eligible for benefits under either Section 3.02 or Section 3.03, below. No Eligible Employee shall be entitled to receive benefits under both Section 3.02 and Section 3.03, below, for any one Severance. An Eligible Employee who terminates employment under circumstances that do not constitute a Severance shall not receive any benefits under the Plan.

### **3.02. Severance Following Hostile Change in Control**

The provisions of this Section 3.02 apply to any Eligible Employee who incurs a Severance following a Hostile Change in Control. Payment of all benefits under this Section 3.02 are subject to the Eligible Employee timely executing, returning, and not revoking the Severance Agreement and Release pursuant to 3.06.

#### **(a) Severance Payment**

Each Eligible Employee who incurs a Severance following a Hostile Change in Control shall be entitled to receive a Severance Payment equal to twice the sum of (1) such Eligible Employee's annual base salary as in effect immediately prior to such Severance, (2) the target annual cash incentive opportunity for the year in which a Severance occurs, or, if higher, in the year a Hostile Change in Control occurs, and (3) if the Eligible Employee is a Tier 1 Employee, the target long-term cash incentive opportunity under the Employer's Executive Performance Plan (or any successor to such plan) for all performance periods outstanding at the time the Severance occurs. For purposes of clause (1) above, annual base salary shall be determined immediately prior to the Severance without regard to any reductions therein that constitute Good Reason.

#### **(b) Retirement Benefits**

Each Eligible Employee who is a Tier 1 Employee, who incurs a Severance following a Hostile Change in Control, and who is a participant in the Goodyear Supplementary Pension Plan shall be credited with two additional years of Continuous Service (as defined in the Supplementary Pension Plan) for all purposes under such plan.

#### **(c) Health and Welfare Benefits**

Each Eligible Employee who is a Tier 1 Employee or a Tier 2 Employee and who incurs a Severance following a Hostile Change in Control shall, as of the Severance Date, be entitled to receive continued medical, dental, vision, and life insurance coverage (excluding accident, death, and disability insurance) for the Eligible Employee and the Eligible Employee's eligible dependents or, to the extent such coverage is not commercially available, such other arrangements reasonably acceptable to the Eligible Employee, on the same basis as in effect prior to the Hostile Change in Control, the Potential Hostile Change in Control, or

the Executive's Termination, whichever is deemed to provide for more substantial benefits, for a period ending on the earlier of (1) two years or (2) the commencement of comparable coverage by the Eligible Employee with a subsequent employer.

The continued benefits described in this Section 3.02(c) that are taxable benefits (and that are not disability pay or death benefit plans within the meaning of Section 409A of the Code) are intended to comply, to the maximum extent possible, with the exception to Section 409A of the Code set forth in Section 1.409A-1(b)(9)(v) of the Treasury Regulations. To the extent that any of those benefits either do not qualify for that exception, or are provided beyond the applicable time periods set forth in Section 1.409A-1(b)(9)(v) of the Treasury Regulations, then they shall be subject to the following additional rules: (i) any reimbursement of eligible expenses shall be paid within 30 days following the Eligible Employee's written request for reimbursement; provided that the Eligible Employee provides written notice no later than 60 days prior to the last day of the calendar year following the calendar year in which the expense was incurred; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during any other calendar year; and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(d) **Outplacement**

Each Eligible Employee who is a Tier 1 Employee or a Tier 2 Employee and who incurs a Severance following a Hostile Change in Control shall, as of the Severance Date, be entitled to outplacement services to be provided by a professional outplacement provider selected by the Eligible Employee; provided, however, that (i) the cost of such outplacement services shall not exceed twenty five thousand dollars (\$25,000), and (ii) in no event shall the outplacement services be provided beyond the end of the second calendar year after the calendar year in which the Severance occurs.

(e) **Legal Fees**

Each Eligible Employee who is a Tier 1 Employee and who incurs a Severance following a Hostile Change in Control shall, as of the Severance Date, be entitled to be paid or reimbursed (within 30 days following the Employer's receipt of an invoice from the Eligible Employee) for reasonable legal fees (including without limitation, any and all court costs and reasonable attorneys' fees and expenses) incurred by the Eligible Employee at any time from the Effective Date through the Eligible Employee's remaining lifetime or, if longer, through the 20th anniversary of the Effective Date, in connection with or as a result of any claim, action or proceeding brought by the Company, any other Employer or the Eligible Employee with respect to or arising out of this Plan; provided, however, that the Company shall have no obligation to pay any such legal fees, if (1) in the case of an action brought by the Eligible Employee, the Company or any other Employer is successful in establishing with the court that the Eligible Employee's action

was frivolous or otherwise without any reasonable legal or factual basis; or (2) in connection with any such claim, action or proceeding arising out of Section 3.06. In order to comply with Section 409A of the Code, in no event shall the payments by the Employer under this Section be made later than the end of the calendar year next following the calendar year in which such fees and expenses were incurred, provided, that the Eligible Employee shall have submitted an invoice for such fees and expenses at least 60 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred. The amount of such legal fees and expenses that the Employer is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Employer is obligated to pay in any other calendar year, and the Eligible Employee's right to have the Employer pay such legal fees and expenses may not be liquidated or exchanged for any other benefit.

### **3.03. Severance Following Change in Control**

The provisions of this Section 3.03 apply to any Eligible Employee who incurs a Severance following a Change in Control or a Potential Change in Control. Except as provided in Section 3.03(c), payment of all benefits under this Section 3.03 are subject to the Eligible Employee timely executing, returning, and not revoking the Severance Agreement and Release pursuant to Section 3.06.

(a) Tier 1 Employees

Each Eligible Employee who is a Tier 1 Employee and who incurs a Severance following a Change in Control or a Potential Change in Control shall be entitled to receive the same benefits as would be provided pursuant to Section 3.02 had such Severance occurred following a Hostile Change in Control.

(b) Tier 2 Employees

(1) Severance Payment

Each Eligible Employee who is a Tier 2 Employee and who incurs a Severance following a Change in Control or a Potential Change in Control shall be entitled to receive a Severance Payment equal to the sum of (A) such Eligible Employee's annual base salary as in effect immediately prior to such Severance and (B) the target annual cash incentive opportunity for the year in which a Severance occurs, or, if higher, in the year a Potential Change in Control or in the absence thereof, a Change in Control occurs. For purposes of clause (A) above, annual base salary shall be determined immediately prior to the Severance without regard to any reductions therein that constitute Good Reason.

(2) Other Benefits

Each Eligible Employee who is a Tier 2 Employee and who incurs a Severance following a Change in Control or a Potential Change in Control shall be entitled to receive the same benefits as would be provided pursuant to Sections 3.02(c) and (d) had such Severance occurred

following a Hostile Change in Control, except that the continued health and welfare benefits provided pursuant to Section 3.02(c) shall be provided for a maximum period of one year following the Severance rather than for two years.

(c) Tier 3 Employees

Each Eligible Employee who is a Tier 3 Employee and who incurs a Severance following a Change in Control or a Potential Change in Control shall not be entitled to receive any severance benefits under the Plan.

### **3.04. Timing of Severance Payments**

(a) In General

The Severance Payment shall be paid to a Severed Employee in a cash lump sum on the 60th day following the Severance Date, provided that the Company received an executed Severance Agreement and Release from such Severed Employee in accordance with Section 3.06. If the Severed Employee has not complied with Section 3.06, the Severance Payment is forfeited and will not be paid.

(b) Application of Section 409A of the Code

(1) The Plan is intended to avoid the adverse tax consequences of Section 409A of the Code. Specifically, any taxable benefits or payments provided under this Plan are intended to be separate payments that qualify for the “short-term deferral” exception to Section 409A of the Code to the maximum extent possible, and to the extent they do not so qualify, are intended to qualify for the involuntary separation pay exceptions to Section 409A of the Code, to the maximum extent possible. If neither of these exceptions applies, then notwithstanding any provision in this Plan to the contrary, this Section 3.04(b) applies, and to the extent that it conflicts with any other provision of the Plan, it supersedes such conflicting provisions. If Section 409A of the Code does not apply to any compensation or other benefits payable under this Agreement, this Section 3.04(b) shall have no effect.

(2) If the Eligible Employee is a “specified employee” (within the meaning of Section 409A(a)(2)(B)(i) of the Code, with December 31 being the specified employee identification date and the following January 1 being the specified employee effective date) of the Company, all amounts payable under the Plan that are subject to Section 409A of the Code and that were otherwise payable upon a termination of employment during the six-month period immediately following the separation from service shall be paid (together with interest on any cash amounts at the applicable federal rate under Section 7872(f)(2)(A) of the Code in effect on the Severance Date) in a lump-sum on the date that is six months following the Eligible Employee’s “separation from service” (within the meaning of

Section 409A of the Code), or on the date of the Eligible Employee's death, if earlier.

- (3) For purposes of this Plan, the phrase "termination of employment" or words or phrases to that effect shall mean a "separation from service" within the meaning of Section 409A of the Code, provided that a separation from service will occur only if after the date of termination the Eligible Employee is not reasonably anticipated to provide a level of bona fide services to the Employer that exceeds 25% of the average level of bona fide services provided by the Eligible Employee in the immediately preceding 36 months (or, if less, the full period of service to the Employer).

### **3.05. Parachute Payments**

- (a) Tier 1 Employees
- (1) If any payment or benefit received or to be received by a Tier 1 Employee from the Company pursuant to the terms of the Plan or otherwise (the "Payments") would be subject to the excise tax (the "Excise Tax") imposed by section 4999 of the Code, the Company shall pay the Tier 1 Employee, at the time specified below, an additional amount (the "Gross-Up Payment") such that the net amount that the Eligible Employee retains, after deduction of the Excise Tax on the Payments and any federal, state, and local income or employment tax and the Excise Tax upon the Gross-Up Payment, and any interest, penalties, or additions to tax payable by the Eligible Employee with respect thereto, shall be equal to the total present value (using the applicable federal rate (as defined in section 1274(d) of the Code) in such calculation) of the Payments at the time such Payments are to be made.
- (2) For purposes of determining whether any of the Payments shall be subject to the Excise Tax and the amount of such excise tax,
- (A) The total amount of the Payments shall be treated as "parachute payments" within the meaning of section 280G(b)(2) of the Code, and all "excess parachute payments" within the meaning of section 280G(b)(1) of the Code shall be treated as subject to the excise tax, except to the extent that, in the written opinion of independent counsel selected by the Company and reasonably acceptable to the Eligible Employee ("Independent Counsel"), a Payment (in whole or in part) does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code, or such "excess parachute payments" (in whole or in part) are not subject to the Excise Tax;
- (B) The amount of the Payments that shall be subject to the Excise Tax shall be equal to the lesser of (1) the total amount of the Payments or (2) the amount of "excess parachute payments"

- within the meaning of section 280G(b)(1) of the Code (after applying clause (A), above); and
- (C) The value of any noncash benefits or any deferred payment or benefit shall be determined by Independent Counsel in accordance with the principles of section 280G(d)(3) and (4) of the Code.
- (3) Except as otherwise provided herein, the Gross-Up Payments provided for in this Section 3.05(a) shall be made upon the earlier of (A) the payment to the Eligible Employee of any Payment or (B) the imposition upon the Eligible Employee, or any payment by the Eligible Employee, of any Excise Tax.
- (4) If it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding or the written opinion of a nationally recognized accounting firm that the Excise Tax is less than the amount previously taken into account hereunder, the Eligible Employee shall repay the Company, within 30 days of his or her receipt of notice of such final determination or opinion, the portion of the Gross-Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and federal, state, and local income tax imposed on the Gross-Up Payment being repaid by the Eligible Employee if such repayment results in a reduction in Excise Tax or a federal, state, and local income tax deduction) plus any interest received by the Eligible Employee on the amount of such repayment, provided that if any such amount has been paid by the Eligible Employee as an Excise Tax or other tax, the Eligible Employee shall cooperate with the Company in seeking a refund of any tax overpayments, and the Eligible Employee shall not be required to make repayments to the Company until the overpaid taxes and interest thereon are refunded to the Eligible Employee.
- (5) If it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding or the written opinion of a nationally recognized accounting firm that the Excise Tax exceeds the amount taken into account hereunder (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess within 30 days of the Company's receipt of notice of such final determination or opinion.
- (6) All fees and expenses of the nationally recognized accounting firm incurred in connection with this Section 3.05(a) shall be borne by the Company.
- (7) Notwithstanding any other provision of this Section, the Employer may, in its sole discretion, withhold and pay over to the Internal Revenue Service or any other applicable taxing authority, for the benefit of the Eligible Employee, all or any portion of any Gross-Up Payment, and the Eligible

Employee hereby consents to such withholding. Moreover, in order to comply with Section 409A of the Code, any Gross-Up Payment or other payment or reimbursement made to the Eligible Employee pursuant to this Section will be paid or reimbursed on the earlier of (i) the date specified for payment under this Section, subject to Section 3.04, or (ii) December 31st of the year following the year in which the applicable taxes are remitted or, in the case of reimbursement of expenses incurred due to a tax audit or litigation to which there is no remittance of taxes, the end of the calendar year following the year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation in accordance with Section 409A of the Code.

(b) Tier 2 Employees and Tier 3 Employees

If any payment or benefit received or to be received by a Tier 2 Employee or a Tier 3 Employee from the Company pursuant to the terms of the Plan or otherwise (the "Payments") would be subject to the excise tax (the "Excise Tax") imposed by section 4999 of the Code, the Eligible Employee's benefit under the Plan shall be reduced to an amount equal to 2.99 times the Eligible Employee's "base amount" (within the meaning of section 280G of the Code) minus the value of all other payments that would be deemed to be "parachute payments" within the meaning of section 280G of the Code; provided, however, that (i) the reduction of the amounts payable hereunder, if applicable, shall be made by reducing the cash severance only, and (ii) the reduction provided by this Section 3.05(b) shall not be made if it would result in a smaller aggregate after-tax payment to the Eligible Employee (taking into account all applicable federal, state and local taxes including the excise tax under section 4999 of the Code).

### **3.06. Severance Agreement and Release**

No Severed Employee shall be eligible to receive a Severance Payment or other benefits under the Plan unless he or she executes and returns to the Company the Severance Agreement and Release, substantially in the form attached in Appendix I to the Plan within 52 days of his or her Severance Date and does not revoke the Severance Agreement and Release.

### **3.07. Survival**

The provisions of the Severance Agreement and Release and, following an Eligible Employee's Severance, the provisions of Section 3.05 shall survive the termination or modification of the Plan and the Eligible Employee's termination of employment with the Employer.

## **Article 4. PLAN ADMINISTRATION AND BENEFIT CLAIMS**

### **4.01. In General**

- (a) The Plan Administrator shall administer the Plan and shall have the full, discretionary authority to—
  - (1) construe and interpret the Plan,
  - (2) prescribe, amend and rescind rules and regulations necessary or desirable for the proper and effective administration of the Plan,
  - (3) prescribe, amend, modify and waive the various forms and documents to be used in connection with the operation of the Plan and also the times for giving any notice required by the Plan,
  - (4) settle and determine any controversies and disputes as to rights and benefits under the Plan,
  - (5) decide any questions of fact arising under the Plan, and
  - (6) make all other determinations necessary or advisable for the administration of the Plan, subject to all of the provisions of the Plan.
- (b) The Plan Administrator may delegate any of its duties hereunder to such person or persons from time to time as it may designate.
- (c) The Plan Administrator is empowered, on behalf of the Plan, to engage accountants, legal counsel and such other personnel as it deems necessary or advisable to assist it in the performance of its duties under the Plan. The functions of any such persons engaged by the Plan Administrator shall be limited to the specified services and duties for which they are engaged, and such persons shall have no other duties, obligations or responsibilities under the Plan. Such persons shall exercise no discretionary authority or discretionary control respecting the management of the Plan. All reasonable expenses thereof shall be borne by the Employer.
- (d) The Plan Administrator shall promptly provide the Severance Agreement and Release to an Eligible Employee who becomes eligible for a payment under Article 3 and shall require an executed Severance Agreement and Release to be returned to the Plan Administrator within no more than forty-five (45) days (or such shorter time period as the Plan Administrator may impose, subject to compliance with applicable law) from the date the Eligible Employee receives the Severance Agreement and Release. Any deadline established by the Plan Administrator shall ensure that the payment of any benefit under Article 3 is made no more than two and one-half months after the end of the calendar year in which the Severance occurs.

## **4.02. Claims for Benefits**

### **(a) Filing a Claim**

An Eligible Employee who wishes to file a claim for benefits under the Plan shall file his or her claim in writing with the Plan Administrator.

### **(b) Review of a Claim**

The Plan Administrator shall, within 90 days after receipt of such written claim (unless special circumstances require an extension of time, but in no event more than 180 days after such receipt), send a written notification to the Eligible Employee as to its disposition. If the claim is wholly or partially denied, such written notification shall (1) state the specific reason or reasons for the denial, (2) make specific reference to pertinent Plan provisions on which the denial is based, (3) provide a description of any additional material or information necessary for the Eligible Employee to perfect the claim and an explanation of why such material or information is necessary, and (4) set forth the procedure by which the Eligible Employee may appeal the denial of his or her claim, including, without limitation, a statement of the claimant's right to bring an action under section 502(a) of ERISA following an adverse determination on appeal.

### **(c) Appeal of a Denied Claim**

If an Eligible Employee wishes to appeal the denial of his or her claim, he or she must request a review of such denial by making application in writing to the Plan Administrator within 60 days after receipt of such denial. Such Eligible Employee (or his or her duly authorized legal representative) may, upon written request to the Plan Administrator, review any documents pertinent to his or her claim, and submit in writing, issues and comments in support of his or her position. An Eligible Employee who fails to file an appeal within the 60-day period set forth in this Section 4.02(c) shall be prohibited from doing so at a later date or from bringing an action under ERISA.

### **(d) Review of a Claim on Appeal**

Within 60 days after receipt of a written appeal (unless special circumstances, such as the need to hold a hearing, require an extension of time, but in no event more than 120 days after such receipt), the Plan Administrator shall notify the Eligible Employee of the final decision. The final decision shall be in writing and shall include (1) specific reasons for the decision, written in a manner calculated to be understood by the claimant, (2) specific references to the pertinent Plan provisions on which the decision is based, (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents relevant to the claim for benefits, and (4) a statement describing the claimant's right to bring an action under section 502(a) of ERISA.

## **Article 5. PLAN MODIFICATION AND TERMINATION**

### **5.01. In General**

The Plan may be amended or terminated by the Board at any time; provided, however, that, except as provided in Section 5.02, below, any termination of the Plan or modification of the Plan in any material manner adverse to the interests of any Eligible Employee (including, without limitation, any adverse changes to a person's status as an Eligible Employee) without such Eligible Employee's written consent shall be void and of no force and effect with respect to any Eligible Employee who does not provide such written consent if such action is taken during any of the following periods and is not required by law:

- (a) within one year preceding a Potential Change in Control (in the case of any action (other than in connection with a termination of employment) pursuant to which an individual ceases to be designated as an Eligible Employee or is designated in a lower tier of Eligible Employee) or within 90 days preceding a Potential Change in Control (in the case of termination of the Plan or any other amendment which is adverse in any material respect to the interests of any Eligible Employee),
- (b) during the pendency of or within 90 days following the cessation of a Potential Change in Control,
- (c) within two years following a Change in Control or a Hostile Change in Control, or
- (d) with respect to a Tier 1 Employee, within three years following the Effective Date, provided, however, that, following the expiration of such three year period, the Plan may not be amended or terminated retroactively and shall only be amended or terminated as of any annual anniversary of the Effective Date.

This Plan shall terminate automatically two years and one day after a Change in Control or, if later, when all benefits payable under the Plan are paid. No Plan termination shall, without such Eligible Employee's written consent, adversely affect any material rights of any Eligible Employee which accrued under this Plan prior to such termination.

### **5.02. Compliance with Section 409A of the Code**

Notwithstanding Section 5.01, above, the Plan shall, to the extent possible, be administered to prevent the adverse tax consequences described in section 409A(a)(1) of the Code from applying to any payment made under the Plan, and any provision of the Plan that does not further this purpose shall be severed from the Plan and of no force and effect unless the General Counsel and Chief Human Resources Officer of the Company, in their discretion, determine that the provision shall apply.

## **Article 6. MISCELLANEOUS**

### **6.01. No Assignment**

Except as otherwise provided herein or by law, no right or interest of any Eligible Employee under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Eligible Employee under the Plan shall be liable for, or subject to, any obligation or liability of such Eligible Employee. When a payment is due under this Plan to a Severed Employee who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative.

### **6.02. Notice Period**

If an Employer is obligated by law, contract, policy or otherwise to pay severance, a termination indemnity, notice pay, or the like, or if an Employer is obligated by law to provide advance notice of separation ("Notice Period"), then any Severance Payment hereunder shall be reduced by the amount of any such severance pay, termination indemnity, notice pay or the like, as applicable, and by the amount of any compensation received during any Notice Period.

### **6.03. No Right to Employment**

Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Eligible Employee, or any person whomsoever, the right to be retained in the service of the Employer, and all Eligible Employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

### **6.04. Severability**

If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

### **6.05. Death of Severed Employee**

This Plan shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties, including, without limitation, each Eligible Employee, present and future, and any successor to the Employer. If a Severed Employee shall die while any amount would still be payable to such Severed Employee under the Plan if the Severed Employee had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the executor, personal representative or administrators of the Severed Employee's estate.

## **6.06. Headings**

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

## **6.07. Unfunded Plan**

The Plan shall not be funded. No Eligible Employee shall have any right to, or interest in, any assets of any Employer that may be applied by the Employer to the payment of benefits or other rights under this Plan.

## **6.08. Notices**

Any notice or other communication required or permitted pursuant to the terms of the Plan shall be in writing and shall be given when delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the intended recipient at his, her or its last known address.

## **6.09. Withholding**

An Employer shall be entitled to withhold from amounts to be paid to the Severed Employee hereunder any federal, state or local withholding or other taxes or charges which it from time to time reasonably believes it is required to withhold.

## **6.10. No Duplication**

Notwithstanding the foregoing, any benefits received by an Eligible Employee pursuant to this Plan shall be in lieu of any severance benefits to which the Eligible Employee would otherwise be entitled under any general severance policy or other severance plan maintained by the Employer for its personnel, including the SUCB Plan, an employment agreement, collective bargaining agreement, works council agreement or any non-U.S. law under which an Eligible Employee is entitled to severance benefits (other than a stock option, restricted stock, performance share, performance unit, supplemental retirement, deferred compensation or similar plan or agreement which may contain provisions operative on a termination of the Eligible Employee's employment or may incidentally refer to accelerated vesting or accelerated payment upon a termination of employment), unless otherwise specifically provided therein in a specific reference to this Plan.

## **6.11. Compensation**

Except to the extent explicitly provided in this Plan, any awards made under any Employer compensation or benefit plan or program shall be governed by the terms of that plan or program and any applicable award agreement thereunder as in effect from time to time. The amounts paid or provided under the Plan shall not be treated as compensation for purposes of determining any benefits payable under any Employer retirement, life insurance, or other employee benefit plan.

## **6.12. Governing Law**

This Plan shall be construed and enforced according to the laws of the State of Ohio (not including any Ohio law that would require the substantive law of another jurisdiction to apply), to the extent not preempted by federal law, which shall otherwise control.

## **6.13. ERISA**

Because the Plan is not intended to provide retirement income or result in the systematic deferral of income to termination of employment, the Plan is intended to be an “employee welfare benefit plan” within the meaning of section 3(1) of the ERISA, and not an “employee pension benefit plan” within the meaning of section 3(2) of ERISA. However, to the extent that the Plan (without regard to this Section 6.13) is determined to be an “employee pension benefit plan” because (a) with respect to certain participants the Plan provides for payments in excess of the amount specified in 29 C.F.R. Section 2510.3-2(b) (the “*Severance Pay Regulation*”) and (b) the facts and circumstances indicate the Plan (without regard to this Section 6.13) is not otherwise an “employee welfare benefit plan,” then the following provisions shall apply: The Plan shall be treated as two plans, one of which provides the benefits required by Article 3 not in excess of the safe harbor described in the *Severance Pay Regulation* and the other of which provides for all other payments and benefits required by Article 3 pursuant to a plan maintained “primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees” as described in section 201(2) of ERISA.

## APPENDIX I

### FORM OF SEVERANCE AGREEMENT AND RELEASE

This SEVERANCE AGREEMENT AND RELEASE (this “**Agreement**”) is made as of [ ] , 200[ ] (the “**Effective Date**”), by and between The Goodyear Tire & Rubber Company, with its principal place of business at 1144 East Market Street Akron, Ohio 44316-0001 (which together with its affiliates and subsidiaries, if any, will hereinafter collectively be called “**Employer**”) and [ ] , an individual residing at [ ] (“**Employee**”).

WHEREAS, The Goodyear Continuity Plan for Salaried Employees (as such plan may be amended from time to time, the “**Plan**”) sets forth certain rights, benefits and obligations of the parties arising out of Employee’s employment by Employer and the severance of such employment; and

WHEREAS, Employee recognizes that this Agreement will automatically be revoked and Employee shall forfeit any benefit to which he may be entitled under the Plan unless Employee submits an executed copy of this Agreement to the Employer on or before [ ].

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employer and Employee agree as follows:

1. *Termination of Employment Relationship.* The relationship between Employee and Employer shall terminate as of \_\_\_\_\_ (the “**Separation Date**”).

2. *Employee Severance.* In consideration of Employee’s undertakings set forth in this Agreement, Employer will pay Employee \$[ ] in accordance with the terms of the Plan, plus such other benefits as are provided under the terms of the Plan. Such payment and benefits will be less all applicable deductions (including, without limitation, any federal, state or local tax withholdings). Such payment and benefits are contingent upon the execution of this Agreement by Employee and Employee’s compliance with all terms and conditions of this Agreement and the Plan. Employee agrees that if this Agreement does not become effective, Employer shall not be required to make any further payments or provide any further benefits to Employee pursuant to this Agreement or the Plan and shall be entitled to recover all payments and be reimbursed for all benefits already made or provided by it (including interest thereon).

3. *Release of Employer.* In consideration of the obligations of Employer described in Paragraph 2 above, Employee hereby completely releases and forever discharges Employer, its related corporations, divisions and entities, and its and each of their officers, directors, employees and agents (collectively referred to as the “**Releasees**”) from all claims, rights, demands, actions, liabilities and causes of action of any kind whatsoever, known and unknown, which Employee may have or have ever had against the Releasees (“**claims**”) including without limitation all claims arising from or connected with Employee’s employment by the Employer, whether based in tort or contract (express or implied) or on federal, state or local law or regulation. Employee has been advised that Employee’s release does not apply to any rights or claims that may arise after the Effective Date. This Agreement shall not affect Employee’s rights

under the Older Workers Benefit Protection Act to have a judicial determination of the validity of the release contained herein.

4. *Acknowledgment.* Employee understands and agrees that this is a final release and that Employee is waiving all rights now or in the future to pursue any remedies available under any employment related cause of action against the Releasees, including without limitation claims of wrongful discharge, emotional distress, defamation, harassment, discrimination, retaliation, breach of contract or covenant of good faith and fair dealing, claims under Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Civil Rights Act of 1866, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act (the “**ADEA**”), the Family and Medical Leave Act, the Employee Retirement Income Security Act, and any other laws and regulations relating to employment.<sup>1</sup>

5. *Covenant Not to Sue.* Employee represents that Employee has not filed or commenced any proceeding against the Releasees and agrees that at no time in the future will Employee file or maintain any charge, claim or action of any kind, nature and character whatsoever against the Releasees, or cause or knowingly permit any such charge, claim or action to be filed or maintained, in any federal, state or municipal court, administrative agency or other tribunal, arising out of any of the matters covered by Paragraph 3 above, except as to the ADEA. If Employee initiates any lawsuit or other legal proceeding in contravention of this covenant not to sue, except as to ADEA claims, Employee shall be required to immediately repay to Employer the full consideration paid to Employee pursuant to Paragraph 2 above, regardless of the outcome of Employee’s legal action.

6. *Nondisclosure of Agreement.* Employee will maintain the fact and terms of this Agreement and any payments made by Employer in strict confidence and will not disclose the same to any other person or entity (except Employee’s legal counsel, spouse and accountant) without the prior written consent of Employer. The parties agree that this confidentiality provision is a material term of this Agreement. A violation of the promise of nondisclosure shall be a material breach of this Agreement. It is acknowledged that in the event of such a violation, it will be impracticable or extremely difficult to calculate the actual damages and, therefore, the parties agree that upon a breach, in addition to whatever rights and remedies Employer may have at law and in equity, Employee will pay to Employer as liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each such breach and each repetition thereof.

7. *Return of Property; Confidentiality; Inventions.*

(a) Employee represents that Employee does not have in Employee’s possession any records, documents, specifications, or any confidential material or any equipment or other property of Employer.

(b) Employee understands and acknowledges that all Proprietary Information (as defined below) is the sole property of Employer and its assigns. Employee hereby assigns to Employer any rights Employee may have in all Proprietary Information. At all times, Employee shall keep in confidence and trust all Proprietary Information, and Employee will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of Employer. Employee represents that Employee has delivered to Employer all materials,

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<sup>1</sup> Additional provisions may apply to California-based employees.

documents and data of any nature containing or pertaining to any Proprietary Information and has not taken and will not take with Employee any such materials, documents or data or any reproduction thereof. "*Proprietary Information*" means any information of a confidential or secret nature that may have been learned or developed by Employee during the period of Employee's employment by Employer and which (i) relates to the business of Employer or to the business of any customer or supplier of Employer, or (ii) has been created, discovered or developed by, or has otherwise become known to Employer and has commercial value in the business in which Employer is engaged. By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, formulas, computer programs, data, know-how, inventions, improvements, techniques, marketing plans, product plans, strategies, forecasts, personnel information and customer lists.

(c) Employee represents that Employee has disclosed or will disclose in confidence to Employer, or any persons designated by it, all Inventions (as defined below) that have been made or conceived or first reduced to practice by Employee during Employee's employment with Employer (or thereafter if Invention uses Proprietary Information of Employer). All such Inventions are the sole and exclusive property of Employer and its assigns, and Employer and its assigns shall have the right to use and/or to apply for patents, copyrights or other statutory or common law protections for such Inventions in any and all countries. Employee agrees to assist Employer in every proper way (but at Employer's expense) to obtain and from time to time enforce patents, copyrights and other statutory or common law protections for such Inventions in any and all countries. To that end, Employee has executed or will execute all documents for use in applying for and obtaining such patents, copyrights and other statutory or common law protections therefore and enforcing same, as Employer may desire, together with any assignments thereof to Employer or to persons designated by Employer. Employer shall compensate Employee at a reasonable rate for any time after the Separation Date actually spent by Employee at Employer's request on such assistance. "*Inventions*" means all inventions, improvements, original works or authorship, formulas, processes, computer programs, techniques, know-how and data, whether or not patentable or copyrightable, made or conceived or first reduced to practice or learned by Employee, whether or not in the course of Employee's employment.

8. *Non-Disparagement.* Without limiting the foregoing, Employee agrees that Employee will not make statements or representations to any other person, entity or firm which may cast Employer, or its directors, officers, agents or employees, in an unfavorable light, which are offensive, or which could adversely affect Employer's name or reputation or the name or reputation of any director, officer, agent or employee of Employer. The parties agree that the provisions of this Paragraph 8 are material terms of this Agreement.

9. *Cooperation with Employer.* Employee agrees that Employee will cooperate with Employer, its agents, and its attorneys with respect to any matters in which Employee was involved during Employee's employment with Employer or about which Employee has information, will provide upon request from Employer all such information or information about any such matter, and will be available to assist with any litigation or potential litigation relating to Employee's actions as an employee of Employer.

[10. *Non-Solicitation*. Until the [\_\_\_\_]<sup>2</sup> anniversary of the Separation Date, Employee agrees not to recruit, solicit or induce, or attempt to induce, any employee or employees of Employer to terminate their employment with, or otherwise cease their relationship with, Employer.]

[11. *Non-Competition*. For the period beginning on Employee's Separation Date and ending on the [\_\_\_\_]<sup>3</sup> anniversary of Employee's Separation Date, Employee shall not, without the prior written consent of Employer: (a) personally engage in Competitive Activities (as defined below) in the Region (as defined below) or (b) work for, own, manage, operate, control, or participate in the ownership, management, operation, or control of, or provide consulting or advisory services to, any individual, partnership, firm, corporation, or institution engaged in Competitive Activities in the Region, or any company or person affiliated with such person or entity engaged in Competitive Activities in the Region; provided that Employee's purchase or holding, for investment purposes, of securities of a publicly-traded company shall not constitute "ownership" or "participation in ownership" for purposes of this Paragraph 11 so long as Employee's equity interest in any such company is less than five percent. "*Competitive Activities*" means business activities relating to products or services of the same or similar type as the products or services (1) which are sold (or, pursuant to an existing business plan, will be sold) to customers of Employer, and (2) for which Employee had the responsibility to plan, develop, manage, market, or oversee within the most recent 24 months of Employee's employment with Employer. The "*Region*" means anywhere in the world that the Employer engages in the manufacture, distribution or sale of any of the Employer's products.]

12. *No Assignment By Employee*. This Agreement, and any of the rights hereunder, may not be assigned or otherwise transferred, in whole or in part by Employee.

13. *Arbitration*. Any and all controversies arising out of or relating to the validity, interpretation, enforceability, or performance of this Agreement will be solely and finally settled by means of binding arbitration. Any arbitration shall be conducted in accordance with the then-current Employment Dispute Resolution Rules of the American Arbitration Association. The arbitration will be final, conclusive and binding upon the parties. All arbitrator's fees and related expenses shall be divided equally between the parties. Further, each party shall bear its own attorney's fees and costs incurred in connection with the arbitration.

14. *Equitable Relief*. Each party acknowledges and agrees that a breach of any term or condition of this Agreement may cause the non-breaching party irreparable harm for which its remedies at law may be inadequate. Each party hereby agrees that the non-breaching party will be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief to prevent the breach or threatened breach of the other party's obligations hereunder. Notwithstanding Paragraph 14, above, the parties may seek injunctive relief through the civil court rather than through private arbitration if necessary to prevent irreparable harm.

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<sup>2</sup> The period shall be 2 years for Tier 1 Employees in all cases; 2 years for Tier 2 Employees for a termination following a hostile change in control, and 1 year for Tier 2 Employees in all other cases. This provision is not applicable to Tier 3 Employees.

<sup>3</sup> The period shall be 2 years for Tier 1 Employees in all cases; 2 years for Tier 2 Employees for a termination following a hostile change in control, and 1 year for Tier 2 Employees in all other cases. This provision is not applicable to Tier 3 Employees.

15. *No Admission.* The execution of this Agreement and the performance of its terms shall in no way be construed as an admission of guilt or liability by either Employee or Employer. Both parties expressly disclaim any liability for claims by the other.

16. *Consultation With Counsel and Time to Consider.* Employee has been advised to consult an attorney before signing this Agreement. Employee acknowledges that Employee has been given the opportunity to consult counsel of Employee's choice before signing this Agreement, and that Employee is fully aware of the contents and legal effect of this Agreement. Employee acknowledges that Employer has provided Employee with a list of the job titles and ages of all employees being terminated on the Separation Date as well as the ages of the employees with the same titles who are not being terminated ("OWBPA Information"). Employee has been given [21/45] days from receipt of the OWBPA Information to consider this Agreement.

17. *Right to Revoke.*

(a) Employee and Employer have seven days from the date Employee signs this Agreement to revoke it in a writing delivered to the other Party. After that seven-day period has elapsed, this Agreement is final and binding on both Parties.

(b) Employee acknowledges and understands that if Employee fails to provide the Employer with an executed copy of this Agreement by the date indicated in paragraph C on the first page of this Agreement, Employer's offer to enter into this Agreement and/or its execution of this Agreement is automatically revoked and Employee shall forfeit all rights under the Plan.

18. *Severability.* It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, although Employer and Employee consider the restrictions contained in this Agreement to be reasonable for the purpose of preserving Employer's goodwill and proprietary rights, if any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law. It is expressly understood and agreed that although Employer and Employee consider the restrictions contained in Paragraph 12 to be reasonable, if a final determination is made by a court of competent jurisdiction that the duration or region or any other restriction contained in such paragraph is unenforceable against you, such paragraph shall be deemed amended to apply as to such maximum duration and region and to such maximum extent as such court may judicially determine or indicate to be enforceable.

19. *Deadline for Execution.* In accordance with Paragraph 16 above, this Agreement will be void if not executed by Employee and received by Employer on or before [ ].

20. *Entire Agreement.* This Agreement together with the Plan represents the complete understanding of Employee and Employer with respect to the subject matter herein.

21. *Notices.* Notices or other communications given pursuant to this Agreement shall be given in accordance with the Plan.

22. *Governing Law.* This Agreement will be construed and enforced in accordance with the laws of [Ohio].

23. *Counterparts.* This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

BY SIGNING THIS AGREEMENT, YOU STATE THAT:

YOU HAVE READ THIS AGREEMENT AND HAVE HAD SUFFICIENT TIME TO CONSIDER ITS TERMS;

YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING, WITHOUT LIMITATION, THOSE ARISING UNDER THE ADEA;

YOU AGREE WITH EVERYTHING IN THIS AGREEMENT;

YOU ARE AWARE OF YOUR RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND HAVE BEEN ADVISED OF SUCH RIGHT;

YOU HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY; AND

THIS AGREEMENT INCLUDES A RELEASE BY YOU OF ALL KNOWN AND UNKNOWN CLAIMS AS OF ITS EFFECTIVE DATE, AND NO CLAIMS ARISING AFTER ITS EFFECTIVE DATE ARE WAIVED OR RELEASED IN THIS AGREEMENT.

**THE GOODYEAR TIRE & RUBBER COMPANY**      **[EMPLOYEE NAME]**

By: \_\_\_\_\_  
Name: [\_\_\_\_\_]  
Title:

Signature:

**THE GOODYEAR TIRE & RUBBER COMPANY AND SUBSIDIARIES**  
**COMPUTATION OF RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED DIVIDENDS**

(Dollars in millions)

**EARNINGS**

Pre-tax income (loss) before adjustment for minority interests in consolidated subsidiaries or income or loss from equity investees

	Year Ended December 31,				
	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>
\$ 406	\$ 599	\$ (3)	\$ (365)	\$ 176	
11	8	4	3	3	
19	17	13	11	11	
22	31	26	14	23	
20	9	6	4	11	
42	40	32	18	34	
<b>\$ 383</b>	<b>\$ 576</b>	<b>\$ (22)</b>	<b>\$ (372)</b>	<b>\$ 153</b>	

Add:

Amortization of previously capitalized interest

8 9 9 8 8

Distributed income of equity investees

11 8 4 3 3

Total additions

19 17 13 11 11

Deduct:

Capitalized interest (2)

22 31 26 14 23

Minority interest in pre-tax income of consolidated subsidiaries with no fixed charges

20 9 6 4 11

Total deductions

42 40 32 18 34

**TOTAL EARNINGS (LOSS)****\$ 383 \$ 576 \$ (22) \$ (372) \$ 153****FIXED CHARGES**

Interest expense

\$ 357 \$ 330 \$ 316 \$ 311 \$ 320

Capitalized interest (2)

22 31 26 14 23

Amortization of debt discount, premium or expense

13 14 14 16 17

Interest portion of rental expense (1)

121 118 111 105 105

Proportionate share of fixed charges of investees accounted for by the equity method

1 1 1 1 1

**TOTAL FIXED CHARGES****\$ 514 \$ 494 \$ 468 \$ 447 \$ 466**

TOTAL EARNINGS BEFORE FIXED CHARGES

\$ 897 \$ 1,070 \$ 446 \$ 75 \$ 619

Preferred Dividends

\$ 29 22 \* \* \* \*

Ratio of pre-tax income to net income

1.86 1.48 \* \* \*

Preferred Dividend Factor

\$ 54 \$ 33 \* \* \* \*

Total Fixed Charges

514 494 468 447 466

**TOTAL FIXED CHARGES AND PREFERRED DIVIDENDS****\$ 568 \$ 527 \$ 468 \$ 447 \$ 466****RATIO OF EARNINGS TO FIXED CHARGES**

1.75 2.17 \*\* \*\*\* 1.33

**RATIO OF EARNINGS TO FIXED CHARGES AND PREFERRED DIVIDENDS**

1.58 2.03 \*\* \*\*\* 1.33

\* No preferred stock was outstanding for these periods.

\*\* Earnings for the year ended December 31, 2010 were inadequate to cover fixed charges. The coverage deficiency was \$22 million.

\*\*\* Earnings for the year ended December 31, 2009 were inadequate to cover fixed charges. The coverage deficiency was \$372 million.

(1) Interest portion of rental expense is estimated to equal 1/3 of such expense, which is considered a reasonable approximation of the interest factor.

(2) Capitalized interest in 2012 includes a \$13 million expense adjustment to correct capitalized interest recorded in prior periods.

**EXHIBIT 21.1****SUBSIDIARIES OF THE REGISTRANT (1) (2) (3)**

The subsidiary companies of The Goodyear Tire & Rubber Company at December 31, 2012, and the places of incorporation or organization thereof, are:

NAME OF SUBSIDIARY	PLACE OF INCORPORATION OR ORGANIZATION
<b>UNITED STATES</b>	
Celeron Corporation	Delaware
Dapper Tire Co., Inc.	California
Divested Atomic Corporation	Delaware
Divested Companies Holding Company	Delaware
Divested Litchfield Park Properties, Inc.	Arizona
*Goodyear Dunlop Tires North America, Ltd.	Ohio
Goodyear Export Inc.	Delaware
Goodyear Farms, Inc.	Arizona
Goodyear International Corporation	Delaware
+Goodyear-SRI Global Purchasing Company	Ohio
+Goodyear-SRI Global Technologies LLC	Ohio
Goodyear Western Hemisphere Corporation	Delaware
Laurelwood Properties Inc.	Delaware
Retreading L Inc.	Delaware
Retreading L, Inc. of Oregon	Oregon
T&WA, Inc.	Kentucky
T&WA of Paris, LLC	Kentucky
Wheel Assemblies Inc.	Delaware
Wingfoot Commercial Tire Systems, LLC	Ohio
Wingfoot Corporation	Delaware

NAME OF SUBSIDIARY	PLACE OF INCORPORATION OR ORGANIZATION
<b>INTERNATIONAL</b>	
Abacom (Pty) Ltd	Botswana
Artic Retreading Limited	Zambia
C.A. Goodyear de Venezuela	Venezuela
+Compania Goodyear del Peru, S.A.	Peru
Compania Goodyear S. de R.L. de C.V.	Mexico
Corporacion Industrial Mercurio S.A. de C.V.	Mexico
+Disfago Grundstücksverwaltungs GmbH & Co. Vermietungs KG	Germany
*Dunglaide Limited	England
*Dunlop Grund und Service Verwaltungs GmbH	Germany
*Dunlop Tyres (Executive Pension Trustee) Limited	England
*Dunlop Tyres Limited	England
*GD Handelssysteme GmbH	Germany
*GD Versicherungsservice GmbH	Germany
+G.I.E. Goodyear Mireval	France
Goodyear Australia Pty Limited	Australia
Goodyear Canada Inc.	Canada
Goodyear Dalian Tire Company Ltd.	China
Goodyear de Chile S.A.I.C.	Chile
Goodyear de Colombia S.A.	Colombia
Goodyear do Brasil Produtos de Borracha Ltda	Brazil
Goodyear & Dunlop Tyres (Australia) Pty Ltd	Australia
Goodyear & Dunlop Tyres (NZ) Limited	New Zealand
*Goodyear Dunlop Sava Tires d.o.o.	Slovenia
*Goodyear Dunlop Tires Amiens Sud SAS	France
*Goodyear Dunlop Tires Austria GmbH	Austria
*Goodyear Dunlop Tires Baltic OU	Estonia
*Goodyear Dunlop Tires Belgium N.V.	Belgium
*Goodyear Dunlop Tires Czech s.r.o.	Czech Republic
*Goodyear Dunlop Tires Danmark A/S	Denmark
*Goodyear Dunlop Tires Espana S.A.	Spain
*Goodyear Dunlop Tires Europe B.V.	Netherlands
*Goodyear Dunlop Tires Finland OY	Finland
*Goodyear Dunlop Tires France	France
*Goodyear Dunlop Tires Germany GmbH	Germany
*Goodyear Dunlop Tires Hellas S.A.I.C.	Greece
*Goodyear Dunlop Tires Hungary Ltd.	Hungary
*Goodyear Dunlop Tires Ireland Ltd	Ireland

<b>NAME OF SUBSIDIARY</b>	<b>PLACE OF INCORPORATION OR ORGANIZATION</b>
<b>INTERNATIONAL (Continued)</b>	
*Goodyear Dunlop Tires Ireland (Pension Trustees) Limited	Ireland
*Goodyear Dunlop Tires Italia SpA	Italy
*Goodyear Dunlop Tires Norge A/S	Norway
*Goodyear Dunlop Tires Operations S.A.	Luxembourg
*Goodyear Dunlop Tires Operations Romania S.r.L.	Romania
*Goodyear Dunlop Tires Polska Sp z.o.o.	Poland
*Goodyear Dunlop Tires Portugal Unipessoal, Lda	Portugal
*Goodyear Dunlop Tires Romania S.r.L.	Romania
*Goodyear Dunlop Tires Slovakia s.r.o.	Slovakia
*Goodyear Dunlop Tires Suisse S.A.	Switzerland
*Goodyear Dunlop Tires Sverige A.B.	Sweden
*Goodyear Dunlop Tires Ukraine	Ukraine
*Goodyear Dunlop Tyres UK Ltd	England
*Goodyear Dunlop Tyres UK (Expatriate Pension Trustees) Limited	England
*Goodyear Dunlop Tyres UK (Pension Trustees) Limited	England
Goodyear Earthmover Pty Ltd	Australia
Goodyear EEMEA Financial Services Center Sp. z.o.o.	Poland
+Goodyear India Ltd	India
Goodyear Industrial Rubber Products Ltd	England
*Goodyear Italiana S.p.A.	Italy
+Goodyear Jamaica Limited	Jamaica
Goodyear Korea Company	Korea
+Goodyear Lastikleri TAS	Turkey
+Goodyear Malaysia Berhad	Malaysia
+Goodyear Marketing & Sales Sdn. Bhd.	Malaysia
Goodyear Maroc S.A.	Morocco
Goodyear Middle East FZE	Dubai
Goodyear Nederland B.V.	Netherlands
Goodyear Orient Company Private Limited	Singapore
+Goodyear Philippines, Inc.	Philippines
Goodyear Russia LLC	Russia
Goodyear S.A.	France
Goodyear S.A.	Luxembourg
Goodyear Servicios y Asistencia Tecnica S. de R.L. de C.V.	Mexico
Goodyear Servicios Comerciales S. de R.L. de C.V.	Mexico
Goodyear South Africa (Pty) Ltd	South Africa
Goodyear South Asia Tyres Private Limited	India

<u>NAME OF SUBSIDIARY</u>	<u>PLACE OF INCORPORATION OR ORGANIZATION</u>
<b>INTERNATIONAL (Continued)</b>	
+Goodyear SRI Global Purchasing Yugen Kaisha	Japan
+Goodyear Taiwan Limited	Taiwan
+Goodyear (Thailand) Public Company Limited	Thailand
Goodyear Tire Management Company (Shanghai) Ltd.	China
Goodyear Tyres Pty Ltd	Australia
Goodyear Tyre and Rubber Holdings (Pty) Ltd	South Africa
Goodyear Tyres Vietnam LLC	Vietnam
Goodyear Wingfoot Kabushiki Kaisha	Japan
Hi-Q Automotive (Pty) Ltd	South Africa
+Holding Rhodanienne du Pneumatique – HRP	France
Kabushiki Kaisha Goodyear Aviation Japan	Japan
*Kelly-Springfield Tyre Company Ltd	England
*Kettering Tyres Ltd	England
*Luxembourg Mounting Center S.A.	Luxembourg
Magister Limited	Mauritius
Mastertracks (Botswana) (Pty) Ltd	Botswana
*Motorway Tyres and Accessories (UK) Limited	England
Neumaticos Goodyear S.r.L.	Argentina
Nippon Giant Tyre Kabushiki Kaisha	Japan
O.T.R. International NZ Limited	New Zealand
Polar Retreading Products (Pty) Limited	South Africa
Portfel Alliance Silesia I Sp. z.o.o.	Poland
Property Leasing S.A.	Luxembourg
+P.T. Goodyear Indonesia Tbk	Indonesia
Rossal No 103 (Pty) Ltd	South Africa
SACRT Trading Pty Ltd	Australia
+Safe-T-Tyre & Exhaust (Pty) Ltd	Lesotho
+Sandton Wheel Engineering (Pty) Limited	South Africa
*Sava Trade d.o.o. Zagreb	Croatia
Servicios y Montajes Eagle S. de R.L. de C.V.	Mexico
+Societe Savoisienne de Rechapage	France
*SP Brand Holding EEIG	Belgium
+SSR-Pneu Savoyard	France
Three Way Tyres & Rubber Distributors (Pty) Ltd	Botswana
+Tire Company Debica S.A.	Poland
+Treadsetters Tyres Limited	Kenya

<u>NAME OF SUBSIDIARY</u>	<u>PLACE OF INCORPORATION OR ORGANIZATION</u>
<b>INTERNATIONAL (Continued)</b>	
Tredcor Export Services (Pty) Ltd	South Africa
+Tredcor Kenya Limited	Kenya
Tredcor Limited (Malawi)	Malawi
Tredcor (Zambia) Limited	Zambia
+Tredcor Zimbabwe (Pvt) Limited	Zimbabwe
Trentyre Angola Lda	Angola
TrenTyre Ghana	Ghana
+Trentyre (Lesotho) (Pty) Ltd	Lesotho
Trentyre Mali SA	Mali
+Trentyre Mozambique Lda	Mozambique
Trentyre (Namibia) (Pty) Ltd	Namibia
+Trentyre Properties (Pty) Limited	South Africa
+Trentyre (Pty) Ltd	South Africa
Trentyre Senegal SA	Senegal
Trentyre (Swaziland) (Pty) Limited	Swaziland
+Trentyre Uganda Limited	Uganda
Tren Tyre Holdings (Pty) Ltd	South Africa
Tyre Maintenance Services Ltd	Zambia
Tyre Services (Pty) Ltd	Botswana
*Tyre Services Great Britain Limited	England
+Vulco Developpement	France
+Vulco Truck Services	France
Wingfoot Australia Partner Pty Ltd	Australia
Wingfoot Insurance Company Limited	Bermuda
Wingfoot Mold Leasing Company	Canada
*4 Fleet Group GmbH	Germany

- (1) Each of the subsidiaries named in the foregoing list conducts its business under its corporate name and, in a few instances, under a shortened form of its corporate name or in combination with a trade name.
- (2) Each of the subsidiaries named in the foregoing list is directly or indirectly wholly-owned by Registrant, except that: (i) each of the subsidiaries listed above marked by an asterisk preceding its name is directly or indirectly 75% owned by the Registrant; and (ii) in respect of each of the following subsidiaries (marked by a plus preceding its name) Registrant directly or indirectly owns the indicated percentage of such subsidiary's equity capital: Compania Goodyear del Peru, S.A., 78.05%; Disfago Grundstücksverwaltungs GmbH & Co. Vermietungs KG, 70.50%; G.I.E. Goodyear Mireval, 78.57%; Goodyear India Ltd, 74%; Goodyear Jamaica Limited, 60%; Goodyear Lastikleri TAS, 74.60%; Goodyear Malaysia Berhad, 51%; Goodyear Marketing & Sales Sdn. Bhd., 51%; Goodyear Philippines, Inc., 88.54%; Goodyear-SRI Global Purchasing Company, 80%; Goodyear-SRI Global Technologies LLC, 51%; Goodyear SRI Global Purchasing Yugen Kaisha, 80%; Goodyear Taiwan Limited, 94.22%; Goodyear

(Thailand) Public Company Limited, 66.79%; Holding Rhodanienne du Pneumatique-HRP, 74.99%; P.T. Goodyear Indonesia Tbk, 85%; Safe-T-Tyre & Exhaust (Pty) Ltd., 92%; Sandton Wheel Engineering (Pty) Limited, 92%; Societe Savoisienne de Rechapage, 74.99%; SSR-Pneu Savoyard, 74.99%; Tire Company Debica S.A., 76.40%; Treadsetters Tyres Limited, 60%; Tredcor Kenya Limited, 60%; Tredcor Zimbabwe (Pvt) Limited, 51%; Trentyre (Lesotho) (Pty) Ltd, 92%; Trentyre Mozambique Lda, 70%; Trentyre Properties (Pty) Limited, 92%; Trentyre (Pty) Ltd, 92%; Trentyre Uganda Limited, 60%; Vulco Developpement, 74.99%; Vulco Truck Services, 74.99%.

- (3) Except for Wingfoot Corporation, at December 31, 2012, the Registrant did not have any majority owned subsidiaries that were not consolidated.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-173118 and 333-168704) and in the Registration Statements on Form S-8 (Nos. 333-177752, 333-150405, 333-141468, 333-129709, 333-126999, 333-126566, 333-126565, 333-123759 and 333-97417) of The Goodyear Tire & Rubber Company of our report dated February 12, 2013 relating to the financial statements, financial statement schedules and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP  
Cleveland, Ohio  
February 12, 2013

**THE GOODYEAR TIRE & RUBBER COMPANY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors of THE GOODYEAR TIRE & RUBBER COMPANY, a corporation organized and existing under the laws of the State of Ohio (the "Company"), hereby constitute and appoint DARREN R. WELLS, DAVID L. BIALOSKY, RICHARD J. NOECHEL and SCOTT A. HONNOLD, and each of them, their true and lawful attorneys-in-fact and agents, each one of them with full power and authority to sign the names of the undersigned directors to the Company's Annual Report to the Securities and Exchange Commission on Form 10-K for its fiscal year ended December 31, 2012, and to any and all amendments, supplements and exhibits thereto and any other instruments filed in connection therewith; provided, however, that said attorneys-in-fact shall not sign the name of any director unless and until the Annual Report shall have been duly executed by the officers of the Company then serving as the chief executive officer of the Company, the principal financial officer of the Company and the principal accounting officer of the Company; and each of the undersigned hereby ratifies and confirms all that the said attorneys-in-fact and agents, or any one or more of them, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have subscribed these presents this 5<sup>th</sup> day of December, 2012.

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/s/ William J. Conaty

William J. Conaty, Director

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/s/ James A. Firestone

James A. Firestone, Director

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/s/ Werner Geissler

Werner Geissler, Director

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/s/ Peter S. Hellman

Peter S. Hellman, Director

---

/s/ Richard J. Kramer

Richard J. Kramer, Director

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/s/ W. Alan McCollough

W. Alan McCollough, Director

---

/s/ John E. McGlade

John E. McGlade, Director

---

/s/ Roderick A. Palmore

Roderick A. Palmore, Director

---

/s/ Shirley D. Peterson

Shirley D. Peterson, Director

---

/s/ Stephanie A. Streeter

Stephanie A. Streeter, Director

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/s/ Thomas H. Weidemeyer

Thomas H. Weidemeyer, Director

---

/s/ Michael R. Wessel

Michael R. Wessel, Director

**CERTIFICATION**

I, Richard J. Kramer, certify that:

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

Date: February 12, 2013

/s/ RICHARD J. KRAMER

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Richard J. Kramer  
Chairman of the Board, President and Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION**

I, Darren R. Wells, certify that:

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

Date: February 12, 2013

/s/ DARREN R. WELLS

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Darren R. Wells  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

**CERTIFICATION**

**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002  
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), each of the undersigned officers of The Goodyear Tire & Rubber Company, an Ohio corporation (the “Company”), hereby certifies with respect to the Annual Report on Form 10-K of the Company for the year ended December 31, 2012 as filed with the Securities and Exchange Commission (the “10-K Report”) that to his knowledge:

- (1) the 10-K Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the 10-K Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 12, 2013

/s/ RICHARD J. KRAMER

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Richard J. Kramer  
Chairman of the Board, President and Chief Executive Officer  
The Goodyear Tire & Rubber Company

Dated: February 12, 2013

/s/ DARREN R. WELLS

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Darren R. Wells  
Executive Vice President and Chief Financial Officer  
The Goodyear Tire & Rubber Company