

**GOODYEAR RETIREE HEALTHCARE TRUST
SUMMARY OF MATERIAL MODIFICATIONS**

PLEASE INSERT THIS INTO THE PAGES OF YOUR SUMMARY PLAN DESCRIPTION

General. This is a Summary of Material Modifications (“SMM”) regarding the Retirees of The Goodyear Tire & Rubber Company Health Care Plan. This SMM supplements the Summary Plan Description (“SPD”) previously provided to you. You should retain this SMM with your copy of the SPD.

PLAN/SPD AMENDMENT
(Effective Date: August 1, 2013)

The following Amendment language updates the Section captioned Duration of Coverage Under the Plan, When Coverage Begins, with the subsection captioned Retiree by adding a new paragraph at the end to read as follows:

Disability retirees may commence coverage under the Plan on the later of (i) the date of retirement of the disability retiree from Goodyear or GDTNA due to disability or (ii) the date coverage ends for the disability retiree under the medical benefits program sponsored by Goodyear or GDTNA. If the date coverage can commence under the Plan for a disability retiree is determined to be the date coverage is terminated under a Goodyear or GDTNA medical benefits program, that termination date is retroactive, and if the disability retiree elects to commence participation in the Plan as of that date or any other date that is not a current date, the disability retiree must pay all Plan premium payments owing from the Plan coverage commencement date in order to enroll. The Plan will coordinate with the appropriate carriers to reprocess claims incurred after the applicable enrollment date. The Plan will consider the individual circumstances of any disability retiree whose retroactive Plan coverage date will create an immediate significant delinquent premium balance for possible relief from the full advance payment rule.

The following Amendment language updates the Section captioned Duration of Coverage Under the Plan, When Coverage Ends, and the section captioned Duration of Coverage Under the Plan, Permanent Loss of Coverage for Failure to Pay Premiums, by deleting all of the existing language and replace all of the deleted language to read as follows

When Coverage Ends

Your coverage under the Plan will terminate on the earliest of the following: (i) the last day of the month in which you cease meeting the conditions for eligibility; (ii) the last day of the month in which your death occurs; or (iii) the date the Plan is terminated or amended to terminate coverage for you, all retirees of Goodyear, or the class of retirees to which you belong.

For your dependents, coverage will terminate on the earliest of the following: (i) on the same date that your coverage terminates; (ii) up to 90 days following termination of a dependent child's status as a full-time student (subject to a possible 12-month extension for students who take a medically necessary leave or reduction in academic hours as explained above) provided no other group medical coverage of any kind is in effect on such student; (iii) for a child placed with you for adoption, on the date of termination of your legal obligation for the total or partial support of such child; (iv) on the last day of the month in which a dependent ceases to meet the definition of dependent as set forth in the section titled Dependent Eligibility, (v) on the last day of the month in which a dependent ceases to meet the definition of dependent as set forth in the section titled

Dependent Coverage Changes; (vi) the date the Plan is terminated, or (vii) the date specified in any Plan amendment which eliminates coverage for your dependents.

It is important that you understand that the Plan Committee has the authority to amend, modify, or terminate benefits subject only to certain restrictions contained in the Settlement Agreement, and that benefits can be maintained only if there are sufficient funds in the Goodyear Retiree Health Care Plan trust fund to pay for those benefits. In other words, there are possible situations where even though you are otherwise eligible for benefits, those benefits may be reduced or terminated.

Loss of Coverage for Failure to Pay Premiums

In addition to the events described in the previous paragraphs, your coverage (and that of your dependents) will terminate on the last day of the month preceding the month for which you fail to make all required premium payments. If your coverage, including coverage for your dependents, terminates as a result of your failure to pay required premiums when due, your loss of coverage will continue for the remainder of the plan year in which coverage is terminated and may continue permanently, unless you are permitted to re-enroll in the Plan as described below and you satisfy all conditions for re-enrollment.

Loss of coverage due to failure to pay required premiums, even when you might otherwise continue to be eligible, is a serious consequence. Therefore, the Plan will terminate coverage for this reason only after the Plan has sent written notice(s) to you and offered you the option to bring all delinquent payment amounts current. However, if you do not comply with the payment requirements explained in the notice(s) and bring all delinquent premium payments current, your health care coverage (including dental benefits) and that of your dependents will be terminated retroactively effective the last day of the last month for which you were fully current on all required premium payments. To the extent permitted by law, all quarterly Medicare Part B reimbursement payments will also be retroactively terminated, as well as all rights to receive prescription drug benefits, until your right to further coverage under the Plan has been reinstated or you have re-enrolled as provided hereafter.

The Plan permits a participant who has lost coverage because of non-payment of premiums a one-time right to re-enroll in the Plan. This right will be offered to you during the next annual open enrollment period starting after the date on which your coverage was terminated due to non-payment of premiums. If the date your coverage is terminated is after the date the Plan's annual open enrollment period has started, you will not be able to re-enroll until the beginning of open enrollment in the following plan year.

If termination of coverage has occurred due to non-payment of required premiums, the Plan will maintain a record of the delinquent premiums owed for the period beginning on the retroactive termination date through the date the Plan acted to suspend coverage. In order to exercise your one-time re-enrollment right, you must first repay to the Plan all delinquent premiums which accrued during that period, that is, from the retroactive termination date through the date the Plan acted to suspend coverage.

If you choose to re-enroll, only claims incurred after the effective date of your re-enrollment will be covered by the Plan. If you do not satisfy the delinquent premium repayment obligation at the time of your re-enrollment, that is, repay all delinquent premiums from the retroactive termination date through the date the Plan acted to suspend coverage, you will NOT be allowed to re-enroll in the Plan.

If you (and your dependents) have previously lost coverage due to non-payment of premiums, you have re-enrolled in the Plan under the one-time re-enrollment option, and you again lose coverage due to non-payment of premiums, your coverage will be permanently terminated and you will not be allowed to re-enroll in the future.

The Plan Committee has established an administrative policy which adopts and implements procedures to carry out enforcement of these rules. You may obtain a copy of the policy at any time by contacting the Plan office. These termination rules are also subject to all appeal rights granted under the Plan.

Special Delinquent Payment Correction Rules

For the 2013 plan year only, the Plan Committee has implemented a one-time limited policy and procedure to assist participants who are not current on all required premium payments as of July 1, 2013. Participants affected by this policy will be notified by the Plan office that they must be current on all delinquent premiums by December 31, 2013, in order to have coverage continue under the Plan as of January 1, 2014. These participants will be informed by the Plan office of the steps they may take to resolve any payment delinquencies. The Committee will consider the individual circumstances of any participant with a significant delinquent premium balance on July 1, 2013, for possible relief from this special rule.

Recovery of Benefit Payments

Regardless of any other provision in this Plan, the Plan reserves the right to recover from you any benefit amounts that are paid in error or in excess of the amount actually owed under the Plan or paid with respect to claims incurred or services provided after coverage (whether for you or a dependent) has terminated. Therefore, if you have lost coverage due to failure to pay premiums and you do not re-enroll in the Plan or you are not eligible to re-enroll, you are obligated to repay to the Plan all benefit amounts you received from the Plan for claims incurred after your coverage termination date. Your obligation to repay and the Plan's right of recovery are equitable remedies enforceable by the Plan in the form of an equitable lien by agreement. The equitable right of the Plan extends to all amounts paid from the Plan, without regard to when payment occurs or may have previously occurred. All benefit payments from the Plan to or on behalf of a Participant or dependent, regardless of when paid, are subject to the right of the Plan to enforce its equitable lien rights and obtain recovery of ineligible benefit payment amounts.