

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE THE GOODYEAR TIRE & RUBBER
COMPANY ERISA LITIGATION

Case No. 5:03CV02182
JUDGE JOHN R. ADAMS

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

The Class Action Settlement Agreement (“*Settlement Agreement*”) dated September 20, 2007, is hereby amended by striking paragraph 3.1 and replacing it with the following:

3.1 Releases of the Released Parties. Subject to Section 3.5 below, upon the *Effective Date*, the *Lead Plaintiffs*, on behalf of themselves, the *Plan*, and the *Settlement Class*, shall be deemed to have, and by operation of the *Final Order* shall have, fully, finally, and forever released, relinquished, and discharged, and shall forever be enjoined from prosecution of, all of the *Defendants* and any *Person* that at any time served as a named or functional fiduciary or a trustee of the *Plan*, as well as any *Representatives of Defendants* or any such *Person*, including but not limited to their attorneys, agents, directors, officers, fiduciaries, and employees, , Hewitt Associates LLC, , and the *Insurer* (the “*Released Parties*”) from any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys’ fees, and costs whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether brought in an individual, representative, or any other capacity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that have been, could have been, or could be brought by the *Lead Plaintiffs*, by or on behalf of the *Plan*, and/or by any member of the *Settlement Class*, and arise out of the acts, omissions, facts, matters, transactions, or occurrences that have been alleged or referred to in the *Action*, including but not limited to, claims based on: (a) breach of *ERISA* fiduciary duties to the *Plan*, to the *Lead Plaintiffs*, to the *Settlement Class*, and to the other participants and beneficiaries of the *Plan* in connection with the acquisition and direct or indirect holding of *Goodyear* common stock and/or units of the *Goodyear Stock Fund* by the *Plan* or the *Plan’s* participants; (b) violation of *ERISA* duties resulting from the failure to provide complete and accurate information to the *Plan’s* fiduciaries or the *Plan’s* participants and beneficiaries regarding *Goodyear*, *Goodyear* common stock and/or the *Goodyear Stock Fund*; (c) failure to appoint, remove and/or adequately monitor the *Plan’s* fiduciaries; (d) violation of *ERISA* duties related to the acquisition, disposition, or retention of *Goodyear* common stock and/or units of the *Goodyear Stock Fund* by the *Plan*; (e) claims that would be

barred by principles of *res judicata* had the claims asserted in the *Action* been fully litigated and resulted in a final judgment or order; (f) the recovery, processing, or furnishing of any data needed to determine the amount of distributions from the *Settlement Fund* or to implement the *Plan of Allocation*; and (g) the method and manner of the distribution of the *Settlement Fund* and the *Plan of Allocation* to the extent consistent with the *Plan of Allocation* or otherwise ordered by the Court (collectively, "*Released Claims*"); and any and all other claims asserted in the *Complaint*.

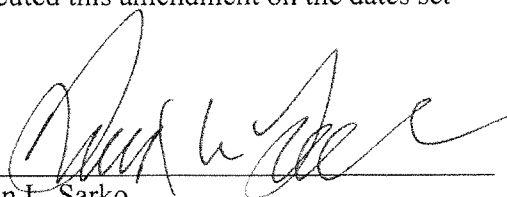
Except as otherwise amended herein, all of the terms and conditions of the Settlement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the *Parties* have executed this amendment on the dates set forth below.

FOR LEAD PLAINTIFFS:

Dated: 5/20/08

By:



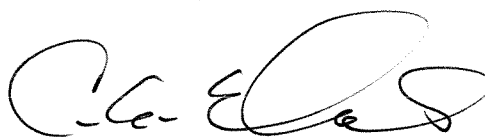
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FOR DEFENDANTS:

Dated: 5/22/08

By:



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