

- I. The following matters require unanimous decisions of the shareholders:
 1. Amendment of the Articles of Association of the joint venture company.
 2. Increases and reductions of the share capital and issue of debentures.
 3. Dissolution and liquidation of the joint venture company
 4. Merger, splitting of the joint venture company as well as change of its corporate form
 5. Entering into domination and profit transfer agreements
 6. Disposal of a substantial part (25 % or more) or of the whole of the assets of the joint venture company
 7. Establishment or acquisition of major new business undertaking or activities outside the existing scope of the business of the joint venture company
 8. Discontinuance or dissolution of a material part of the company's business.
 9. Any investment, disinvestment or other major infrastructure changes at a plant site shared with SAVA which materially and adversely affects the interests of SAVA
 10. Approving, terminating or modifying any agreement between the joint venture company and Goodyear (including its affiliates), including but not limited the determination of transfer prices beyond the scope provided for in the shareholders' agreement.

11. Any matter deviating from the shareholders agreement

- II. For as long as SAVA owns 10 % or more of the issued equity share capital of the joint venture company, decisions by the shareholders of the joint venture company shall only be made by a super majority of more than 90 % of the votes exercisable by shareholders regarding the following matters (all other matters being resolved by a simple majority of the shareholders unless the statute requires a higher majority):
 1. Annual business plan and budget including capital expenditure and funding plan and any amendment thereof
 2. Approval of annual account
 3. Distribution of dividends outside the limits of the dividend policy as agreed in the shareholders agreement
 4. Remuneration of the members of the management board of the joint venture company
 5. Appointment and removal of auditors
 6. Major changes in the marketing and salestructure of the joint venture company
 7. Positioning of SAVA brand

- III. The shareholders' agreement will provide among various items the following:
 1. Number of directors and the right of each joint venture party to have appointed a certain number of managing directors and to have removed such managing directors

which it has proposed; managing directors proposed by SAVA to have certain responsibilities and the same status as the managing directors proposed by Goodyear; Goodyear to appoint the president among the directors.

2. Provide for procedure to sell shares to third parties, subject to a right of first refusal by the other party and subject further to appropriate provisions securing the continuance of the joint venture.

IV. Matters requiring SAVA's approval

1. Sublicensing of SAVA brand