

Section 1: 10-K (10-K)

UNITED STATES SECURITIES AND EXCHANGE COMMISSION WASHINGTON, DC 20549

FORM 10-K

For Annual and Transition Reports Pursuant to Sections 13 or 15(d) of the Securities Exchange Act of 1934

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the fiscal year ended December 31, 2018
or

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Commission File Number 001-04329

COOPER TIRE & RUBBER COMPANY

(Exact name of registrant as specified in its charter)

DELAWARE

(State or Other Jurisdiction of Incorporation or Organization)

701 Lima Avenue, Findlay, Ohio

(Address of Principal Executive Offices)

34-4297750

(I.R.S. Employer Identification No.)

45840

(Zip Code)

Registrant's telephone number, including area code: (419) 423-1321

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

Common Stock, \$1 par value per share

(Title of Each Class)

New York Stock Exchange

(Name of Each Exchange on which Registered)

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 every Interactive Data File required to be submitted 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 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 definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-Accelerated Filer

Smaller Reporting Company

Emerging growth company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting common stock held by non-affiliates of the registrant at June 29, 2018 was \$1,259,031,486.

The number of shares outstanding of the registrant's common stock as of February 14, 2019 was 50,073,633.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information from the registrant's definitive proxy statement for its 2019 Annual Meeting of Stockholders will be herein incorporated by reference into Part III, Items 10 – 14, of this report.

TABLE OF CONTENTS
 COOPER TIRE & RUBBER COMPANY – FORM 10-K
 FOR THE FISCAL YEAR ENDED DECEMBER 31, 2018

| | Page reference |
|--|---------------------------|
| <u>Part I</u> | |
| <u>Note About Forward-Looking Statements</u> | <u>1</u> |
| <u>Item 1 – Business</u> | <u>3</u> |
| <u>Item 1A – Risk Factors</u> | <u>9</u> |
| <u>Item 1B – Unresolved Staff Comments</u> | <u>17</u> |
| <u>Item 2 – Properties</u> | <u>17</u> |
| <u>Item 3 – Legal Proceedings</u> | <u>18</u> |
| <u>Item 4 – Mine Safety Disclosures</u> | <u>19</u> |
| <u>Part II</u> | |
| <u>Item 5 – Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u> | <u>20</u> |
| <u>Item 6 – Selected Financial Data</u> | <u>23</u> |
| <u>Item 7 – Management’s Discussion and Analysis of Financial Condition and Results of Operations</u> | <u>24</u> |
| <u>Item 7A – Quantitative and Qualitative Disclosures About Market Risk</u> | <u>38</u> |
| <u>Item 8 – Financial Statements and Supplementary Data</u> | <u>39</u> |
| <u>Item 9 – Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u> | <u>84</u> |
| <u>Item 9A – Controls and Procedures</u> | <u>84</u> |
| <u>Item 9B – Other Information</u> | <u>86</u> |
| <u>Part III</u> | |
| <u>Item 10 – Directors and Corporate Governance</u> | <u>87</u> |
| <u>Item 11 – Executive Compensation</u> | <u>87</u> |
| <u>Item 12 – Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u> | <u>87</u> |
| <u>Item 13 – Certain Relationships and Related Transactions, and Director Independence</u> | <u>88</u> |
| <u>Item 14 – Principal Accountant Fees and Services</u> | <u>88</u> |
| <u>Part IV</u> | |
| <u>Item 15 – Exhibits and Financial Statement Schedules</u> | <u>89</u> |
| <u>Item 16 – Form 10-K Summary</u> | <u>89</u> |
| <u>Signatures</u> | <u>90</u> |
| <u>Exhibit Index</u> | <u>91</u> |

PART I

NOTE ABOUT FORWARD-LOOKING STATEMENTS

The annual report on Form 10-K contains what the Company believes are “forward-looking statements,” as that term is defined under the Private Securities Litigation Reform Act of 1995, regarding projections, expectations or matters that the Company anticipates may happen with respect to the future performance of the industries in which the Company operates, the economies of the United States and other countries, or the performance of the Company itself, which involve uncertainty and risk. Such “forward-looking statements” are generally, though not always, preceded by words such as “anticipates,” “expects,” “will,” “should,” “believes,” “projects,” “intends,” “plans,” “estimates,” and similar terms that connote a view to the future and are not merely recitations of historical fact. Such statements are made solely on the basis of the Company’s current views and perceptions of future events, and there can be no assurance that such statements will prove to be true.

It is possible that actual results may differ materially from projections or expectations due to a variety of factors, including but not limited to:

- volatility in raw material and energy prices, including those of rubber, steel, petroleum-based products and natural gas or the unavailability of such raw materials or energy sources;

- the failure of the Company's suppliers to timely deliver products or services in accordance with contract specifications;
- changes to tariffs or trade agreements, or the imposition of new tariffs or trade restrictions, imposed on tires or materials or manufacturing equipment which the Company uses, including changes related to tariffs on automotive imports, as well as on tires, raw materials and tire-manufacturing equipment imported into the U.S. from China;
- changes in economic and business conditions in the world, including changes related to the United Kingdom's decision to withdraw from the European Union;
- the inability to obtain and maintain price increases to offset higher production, tariffs or material costs;
- the impact of the recently enacted tax reform legislation;
- increased competitive activity including actions by larger competitors or lower-cost producers;
- the failure to achieve expected sales levels;
- changes in the Company's customer or supplier relationships or distribution channels, including the write-off of outstanding accounts receivable or loss of particular business for competitive, credit, liquidity, bankruptcy, restructuring or other reasons;
- the failure to develop technologies, processes or products needed to support consumer demand or changes in consumer behavior, including changes in sales channels;
- the costs and timing of restructuring actions and impairments or other charges resulting from such actions, including the possible outcome of the recently announced decision to cease light vehicle production in the U.K., or from adverse industry, market or other developments;
- consolidation or other cooperation by and among the Company's competitors or customers;
- inaccurate assumptions used in developing the Company's strategic plan or operating plans, including impairment of goodwill supported by such plans, or the inability or failure to successfully implement such plans or to realize the anticipated savings or benefits from strategic actions;
- risks relating to investments and acquisitions, including the failure to successfully integrate them into operations or their related financings may impact liquidity and capital resources;
- the ultimate outcome of litigation brought against the Company, including product liability claims, which could result in commitment of significant resources and time to defend and possible material damages against the Company or other unfavorable outcomes;
- a disruption in, or failure of, the Company's information technology systems, including those related to cybersecurity, could adversely affect the Company's business operations and financial performance;
- government regulatory and legislative initiatives including environmental, healthcare, privacy and tax matters;
- volatility in the capital and financial markets or changes to the credit markets and/or access to those markets;
- changes in interest or foreign exchange rates or the benchmarks used for establishing the rates;
- an adverse change in the Company's credit ratings, which could increase borrowing costs and/or hamper access to the credit markets;
- failure to implement information technologies or related systems, including failure by the Company to successfully implement ERP systems;
- the risks associated with doing business outside of the U.S.;
- technology advancements;
- the inability to recover the costs to refresh existing products or develop and test new products or processes;
- the impact of labor problems, including labor disruptions at the Company, its joint ventures, or at one or more of its large customers or suppliers;
- failure to attract or retain key personnel;
- changes in pension expense and/or funding resulting from the Company's pension strategy, investment performance of the Company's pension plan assets and changes in discount rate or expected return on plan assets assumptions, or changes to related accounting regulations;
- changes in the Company's relationship with its joint-venture partners or suppliers, including any changes with respect to its former PCT joint venture's production of TBR products;

- the ability to find and develop alternative sources for products supplied by PCT;
- a variety of factors, including market conditions, may affect the actual amount expended on stock repurchases; the Company's ability to consummate stock repurchases; changes in the Company's results of operations or financial conditions or strategic priorities may lead to a modification, suspension or cancellation of stock repurchases, which may occur at any time;
- the inability to adequately protect the Company's intellectual property rights; and
- the inability to use deferred tax assets.

It is not possible to foresee or identify all such factors. Any forward-looking statements in this report are based on certain assumptions and analyses made by the Company in light of its experience and perception of historical trends, current conditions, expected future developments and other factors it believes are appropriate in the circumstances. Prospective investors are cautioned that any such statements are not a guarantee of future performance and actual results or developments may differ materially from those projected.

The Company makes no commitment to update any forward-looking statement included herein or to disclose any facts, events or circumstances that may affect the accuracy of any forward-looking statement. Further information covering issues that could materially affect financial performance is contained under Risk Factors below and in the Company's other filings with the U. S. Securities and Exchange Commission ("SEC").

Item 1. BUSINESS

Cooper Tire & Rubber Company, with its subsidiaries ("Cooper" or the "Company"), is a leading manufacturer and marketer of replacement tires. It is the fifth largest tire manufacturer in North America and, according to a recognized trade source, the Cooper family of companies is the thirteenth largest tire company in the world based on sales. Cooper specializes in the design, manufacture, marketing and sales of passenger car, light truck, truck and bus radial ("TBR"), motorcycle and racing tires.

The Company is organized into four business segments: North America, Latin America, Europe and Asia. Each segment is managed separately. Additional information on the Company's segments as reported, including their financial results, total assets, products, markets and presence in particular geographic areas, appears in "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the "Business Segments" note to the consolidated financial statements.

Cooper Tire & Rubber Company was incorporated in the state of Delaware in 1930 as the successor to a business originally founded in 1914. Based in Findlay, Ohio, Cooper and its family of companies currently operate in 14 countries, including 9 manufacturing facilities and 22 distribution centers. As of December 31, 2018, it employed 9,027 persons worldwide.

Business Segments

The Company has four segments under Accounting Standards Codification ("ASC") 280, "Segments":

- North America, composed of the Company's operations in the United States ("U.S.") and Canada;
- Latin America, composed of the Company's operations in Mexico, Central America and South America;
- Europe; and
- Asia.

North America and Latin America meet the criteria for aggregation in accordance with ASC 280, as they are similar in their production and distribution processes and exhibit similar economic characteristics. The aggregated North America and Latin America segments are presented as "Americas Tire Operations" in the segment disclosure.

Both the Europe and Asia segments have been determined to be individually immaterial, as they do not meet the quantitative requirements for segment disclosure under ASC 280. In accordance with ASC 280, information about operating segments that are not reportable shall be combined and disclosed in an all other category separate from other reconciling items. As a result, these two segments have been combined in the segment operating results discussion. The results of the combined Europe and Asia segments are presented as "International Tire Operations" in the segment disclosure.

Americas Tire Operations Segment

The Americas Tire Operations segment manufactures and markets passenger car and light truck tires, primarily for sale in the U.S. replacement market. The segment also has a joint venture manufacturing operation in Mexico, Corporacion de Occidente SA de CV ("COOCSA"), which supplies passenger car tires to the North American, Mexican, Central American and South American markets. The segment also markets and distributes racing, TBR and motorcycle tires. The racing and motorcycle tires

are manufactured by the Company's European Operations segment and by others. TBR tires are sourced from China-based Qingdao Ge Rui Da Rubber Co., Ltd. ("GRT"), a majority-owned joint venture manufacturing facility, and through an off-take agreement that was entered with Prinix Chengshan (Shandong) Tire Company Ltd. ("PCT"), the Company's former joint venture. In December 2017, the Company signed an off-take agreement with Sailun (Vietnam) Co., Ltd. ("Sailun Vietnam"), effective from January 1, 2018 through December 31, 2020, as an additional source of TBR tires. On December 12, 2018, Cooper Tire & Rubber Company Vietnam Holding, LLC ("Cooper Vietnam"), a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires. The new joint venture is expected to begin producing tires in 2020.

Major distribution channels and customers include independent tire dealers, wholesale distributors, regional and national retail tire chains, and large retail chains that sell tires as well as other automotive products. The segment does not currently sell its products directly to end users, except through three Company-owned retail stores. The segment sells a limited number of tires to original equipment manufacturers ("OEMs").

The segment operates in a highly competitive industry, which includes Bridgestone Corporation, Goodyear Tire & Rubber Company and Groupe Michelin. These competitors are substantially larger than the Company and serve OEMs as well as the replacement tire market. The segment also faces competition from low-cost producers in Asia, Mexico, South America and Central Europe. Some of those producers are foreign affiliates of the segment's competitors in North America. The segment had a market share in 2018 of approximately 10.3 percent of all light vehicle replacement tire sales in the U.S. The segment also participates in the U.S. TBR tire market. A portion of the products manufactured by the segment are exported throughout the world.

Success in competing for the sale of replacement tires is dependent upon many factors, the most important of which are price, quality, performance, line coverage, availability through appropriate distribution channels and relationships with dealers and retailers. Other factors include warranty, credit terms and other value-added programs. The segment has built close working relationships through the years with independent dealers. It believes those relationships have enabled it to obtain a competitive advantage in that channel of the market. As a steadily increasing percentage of replacement tires are sold by large regional and national tire retailers, the segment has increased focus on its penetration of those distribution channels, while maintaining its traditionally strong network of independent dealers. The segment is also active in various other sales channels, including digital channels and others in which the Company has been less active in the past.

The segment's replacement tire business has a broad customer base that includes purchasers of proprietary brand tires that are marketed and distributed by the Company and private label tires which are manufactured by the Company but marketed and distributed by the Company's customers.

Customers generally place orders on a month-to-month basis and the segment adjusts production and inventory to meet those orders, which results in varying backlogs of orders at different times of the year. Tire sales are subject to a seasonal demand pattern. This usually results in the sales volumes being strongest in the third and fourth quarters and weaker in the first and second quarters.

International Tire Operations Segment

The International Tire Operations segment is the combination of the Europe and Asia operating segments. The European operations include manufacturing operations in the United Kingdom ("U.K.") and the Republic of Serbia ("Serbia"). The U.K. entity manufactures and markets passenger car, light truck, motorcycle and racing tires and tire retread material for domestic and global markets. The Serbian entity manufactures passenger car and light truck tires primarily for the European markets and for export to the North American segment. The Asian operations are located in the People's Republic of China ("PRC"). Cooper Kunshan Tire manufactures passenger car and light truck tires both for the Chinese domestic market and for export to markets outside of the PRC. On December 1, 2016, the Company acquired 65 percent ownership of China-based GRT, a joint venture manufacturing facility located in the PRC. GRT serves as a global source of TBR tire production for the Company. The segment also had another joint venture in the PRC, PCT, which manufactured and marketed truck and bus radial and bias tires, as well as passenger car and light truck tires for domestic and global markets. The Company sold its ownership interest in this joint venture in November 2014, and the Company began procuring certain TBR and passenger car tires under off-take agreements with PCT through mid-2018, which were subsequently extended and now expire in mid-2020. In December 2017, the Company signed an off-take agreement with Sailun Vietnam, as an additional source of TBR tires. On December 12, 2018, Cooper Tire & Rubber Company Vietnam Holding, LLC ("Cooper Vietnam"), a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires in addition to the off-take agreement. The new joint venture is expected to begin producing tires in 2020. The segment sells a majority of its tires in the replacement market, with a growing portion also sold to OEMs.

On January 17, 2019, Cooper Tire & Rubber Company Europe Ltd. ("Cooper Tire Europe"), a wholly owned subsidiary of the Company, committed to a plan to cease light vehicle tire production at its Melksham, England facility. Light vehicle tire

production is expected to be phased out over a period of approximately 10 months. An estimated 300 roles will be eliminated at the site. Cooper Tire Europe will obtain light vehicle tires to meet customer needs from other production sites within the Company's global production network. Approximately 400 roles will remain in Melksham to support the functions that continue there, including motorsports and motorcycle tire production, the materials business, Cooper Tire Europe headquarters, sales and marketing, and the Europe Technical Center.

As in the Americas Tire Operations segment, the International Tire Operations segment operates in a highly competitive industry, which includes Bridgestone Corporation, Goodyear Tire & Rubber Company and Groupe Michelin. These competitors are substantially larger than the Company and serve OEMs as well as the replacement tire market. The segment also faces competition from low-cost producers.

Raw Materials

The Company's principal raw materials include natural rubber, synthetic rubber, carbon black, chemicals and steel reinforcement components. The Company acquires its raw materials from various sources around the world to assure continuing supplies for its manufacturing operations and to mitigate the risk of potential supply disruptions.

During 2018, the Company experienced increases in the costs of certain of its principal raw materials in comparison to 2017. The pricing volatility of natural rubber and certain other raw materials contributes to the difficulty in accurately predicting and managing these costs.

The Company has a purchasing office in Singapore to acquire natural rubber directly from producers in Southeast Asia. This purchasing operation enables the Company to work directly with producers to continually improve consistency and quality, while reducing the costs of materials, transportation and transactions.

The Company's contractual relationships with its raw material suppliers are generally based on long-term agreements or purchase order arrangements. For natural rubber, natural gas and certain principal materials, procurement is managed through a combination of buying forward production requirements and utilizing the spot market. For other principal materials, procurement arrangements include supply agreements that may contain formula-based pricing based on commodity indices, multi-year agreements or spot purchases. These arrangements only cover quantities needed to satisfy normal manufacturing demands.

Working Capital

The Company's working capital consists mainly of inventory, accounts receivable and accounts payable. These working capital accounts are closely managed by the Company. Inventory balances are primarily valued at a last-in, first-out ("LIFO") basis in the U.S. and under the first-in, first-out ("FIFO") basis in the rest of the world. Inventories turn regularly, but balances typically increase during the first half of the year before declining as a result of increased sales in the second half. The Company's inventory levels are generally kept within a targeted range to meet projected demand. The mix of inventory is critical to inventory turnover and meeting customer demand. Accounts receivable and accounts payable are also affected by this business cycle, typically requiring the Company to have greater working capital needs during the second and third quarters. The Company engages in a rigorous credit analysis of its customers and monitors their financial positions. The Company offers incentives to certain customers to encourage the payment of account balances prior to their scheduled due dates.

At December 31, 2018, the Company held cash and cash equivalents of \$356 million.

Research, Development and Product Improvement

The Company directs its research activities toward product development, performance and operating efficiency. The Company conducts extensive testing of current tire lines, as well as new concepts in tire design, construction and materials. During 2018, over 137 million miles of tests were performed on indoor test wheels and in monitored road tests. The Company has a tire and vehicle test track in Texas that assists with the Company's testing activities. Uniformity equipment is used to physically monitor manufactured tires for high standards of ride quality. The Company continues to design and develop specialized equipment to fit the precise needs of its manufacturing and quality control requirements.

Patents, Intellectual Property and Trademarks

The Company owns or has licenses to use patents and intellectual property covering various aspects in the design and manufacture of its products and processes and equipment for the manufacture of its products. While the Company believes these assets as a group are of material importance, it does not consider any one asset or group of these assets to be of such importance that the loss or expiration thereof would materially affect its business.

The Company owns and uses tradenames and trademarks worldwide. While the Company believes such tradenames and trademarks as a group are of material importance, the trademarks the Company considers most significant to its business are

those using the words "Cooper," "Mastercraft," "Roadmaster," "Starfire" and "Avon." The Company believes all of these significant trademarks are valid and will have unlimited duration as long as they are adequately protected and appropriately used. Certain other tradenames and trademarks are being amortized over the next one to two years.

Seasonal Trends

There is year-round demand for passenger car and truck replacement tires, but passenger car replacement tire sales are generally strongest during the third and fourth quarters of the year. Winter tires are sold principally during the months of May through November.

Environmental Matters

The Company recognizes the importance of compliance in environmental matters and has programs in place to comply with local, state, federal and foreign requirements and regulations. The Company has an organizational structure which allows it to supervise environmental activities, planning and programs to ensure compliance. The Company also participates in activities concerning general industry environmental matters, and the Company is committed to achieving a baseline of key environmental sustainability metrics and targets. A number of the Company's operations are certified to the ISO 14001 standard and the Company has been recognized with several awards for efforts to improve energy efficiency.

The Company's manufacturing facilities, like those of the industry generally, are subject to numerous laws and regulations designed to protect the environment. In general, the Company has not experienced difficulty in complying with these requirements and believes they have not had a material adverse effect on its financial condition or the results of its operations. The Company expects additional requirements with respect to environmental matters will be imposed in the future. The Company's 2018 expense and capital expenditures for environmental matters at its facilities were not material, nor is it expected that expenditures in 2019 for such matters will be material.

Global Social Impact

The Company is committed to environmental responsibility and the health and safety of its employees, contractors and the community, as well as the long-term, sustainable health and growth of the Company. The Company's organization structure allows it to supervise and audit, using a combination of internal and external resources, environmental activities, planning and programs to ensure compliance with applicable environmental, health and safety ("EHS") requirements and Company standards. Additionally, the Company has implemented a global EHS management system to predictably and sustainably manage EHS and to hold management accountable for non-compliance. The Company also participates in activities concerning general industry environmental matters, including the Tire Industry Project and the Global Platform for Sustainable Natural Rubber. For an overview of the Company's EHS and sustainability strategy and commitments, please visit <http://www.coopertire.com/Corporate-Responsibility/Sustainability.aspx>. The information contained on or accessible through the Company's website is not incorporated by reference in this annual report on Form 10-K and should not be considered a part of this report.

Foreign Operations

The Company has a manufacturing facility, a technical center, a distribution center and its European headquarters office located in the U.K. The Company has a manufacturing facility, two distribution centers and an office in Serbia. In total, there are seven distribution centers and three sales offices in Europe. The number of foreign operations in Europe will not be impacted by the January 17, 2019 decision to cease light vehicle tire production at its Melksham, England manufacturing facility. The Company has a manufacturing facility and a joint venture manufacturing facility, two distribution centers, a technical center, a sales office and an administrative office in the PRC. The Company also has a purchasing office in Singapore. A joint venture manufacturing facility, in Vietnam, is expected to become operational in 2020 as a result of the joint venture contract signed by Cooper Vietnam and Sailun Vietnam in December 2018. In Latin America, the Company has a joint venture manufacturing facility, an administrative office, three sales offices and a distribution center.

Additional information on the Company's foreign operations can be found in the "Business Segments" note to the consolidated financial statements.

Available Information

The Company makes available free of charge, on or through its website, its annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after it electronically files such material with, or furnishes it to, the U.S. Securities and Exchange Commission ("SEC") (<https://www.sec.gov>). The Company's internet address is <http://www.coopertire.com>. The Company has adopted charters for each of its Audit, Compensation and Nominating and Governance Committees, corporate governance guidelines and a code of conduct, which are available on the Company's

website and will be available to any stockholder who requests them from the Company's Investor Relations department. The information contained on or accessible through the Company's website is not incorporated by reference in this annual report on Form 10-K and should not be considered a part of this report.

EXECUTIVE OFFICERS OF THE REGISTRANT

The names, ages and all positions and offices held by all executive officers of the Company as of December 31, 2018 are as follows:

| <u>Name</u> | <u>Age</u> | <u>Executive Office Held</u> | <u>Business Experience</u> |
|-------------------------|------------|---|--|
| John J. Bollman | 61 | Senior Vice President and Chief Human Resources Officer | Senior Vice President and Chief Human Resources Officer since March 2017. Previously Chief Human Resources Officer of Sequa Corporation, a global firm that provides manufacturing support to gas turbine engine makers, from 2008 to March 2017; Vice President of Human Resources, North America of Whirlpool Corporation, a global home appliance manufacturing company, from 2000 to 2008. |
| Christopher J. Eperjesy | 50 | Senior Vice President and Chief Financial Officer | Senior Vice President, Chief Financial Officer since December 2018. Previously Chief Financial Officer of the IMAGINE Group, a provider of marketing products, from August 2017 to December 2018; Chief Financial Officer of Arctic Cat, an all-terrain vehicle manufacturer, from 2015 to 2017; and Vice President - Finance, Chief Financial Officer, Treasurer and Secretary of Twin Disc, an off-highway power transmission equipment manufacturer, from 2002 to 2015. |
| Bradley E. Hughes | 57 | President, Chief Executive Officer and Director | President, Chief Executive Officer and Director since September 2016. Senior Vice President and Chief Operating Officer from January 2015 to September 2016. Senior Vice President and President-International Tire Operations from July 2014 to January 2015. Senior Vice President and Chief Financial Officer from September 2014 to December 2014. Senior Vice President, Chief Financial Officer and Treasurer from July 2014 to September 2014. Vice President, Chief Financial Officer and Treasurer from November 2013 to July 2014. Vice President and Chief Financial Officer from November 2009 to November 2013. |
| Stephen Zamansky | 48 | Senior Vice President, General Counsel and Secretary | Senior Vice President, General Counsel and Secretary since July 2014. Vice President, General Counsel and Secretary from April 2011 to July 2014. Previously Senior Vice President, General Counsel & Secretary of Trinity Coal Corporation, a privately held mining company, from 2008 to March 2011. Trinity was acquired by the Essar Group in 2010 and commenced bankruptcy proceedings in March 2013. |

Item 1A. RISK FACTORS

Some of the more significant risk factors related to the Company follow:

Pricing volatility for raw materials or commodities or an inadequate supply of key raw materials could result in increased costs and may significantly affect the Company's profitability.

The pricing volatility for natural rubber, petroleum-based materials and other raw materials contributes to the difficulty in managing the costs of raw materials. Costs for certain raw materials used in the Company's operations, including natural rubber, chemicals, carbon black, steel reinforcements and synthetic rubber remain highly volatile. Increasing costs for raw material supplies will increase the Company's production costs and affect its margins if the Company is unable to pass the higher production costs on to its customers in the form of price increases. Even if the Company is able to pass along these higher costs, its profitability may be adversely affected until it is able to do so. Decreasing costs for raw materials could also affect margins if the Company is unable to maintain its pricing structure due to the need to offer price reductions to remain competitive. Further, if the Company is unable to obtain adequate supplies of raw materials in a timely manner for any reason, its operations could be interrupted or otherwise adversely affected.

The Company is facing heightened risks due to the uncertain business environment.

Current global economic conditions may affect demand for the Company's products, create volatility in raw material costs and affect the availability and cost of credit. These conditions also affect the Company's customers and suppliers as well as the ultimate consumer.

Deterioration in the global macroeconomic environment or in specific regions could impact the Company and, depending upon the severity and duration of these factors, the Company's profitability and liquidity position could be negatively impacted.

The Company's competitors may also change their actions as a result of changes to the business environment, which could result in increased price competition and discounts, resulting in lower margins or reduced sales volumes for the business.

In addition, the bankruptcy, restructuring, consolidation or other cooperation of one or more of the Company's major customers or suppliers, as well as the strategic actions of competitors, could result in the write-off of accounts receivable, a reduction in purchases of the Company's products or a supply disruption to its facilities, which could harm the Company's results of operations, financial condition and liquidity.

The Company's results could be impacted by changes in tariffs, trade agreements or other trade restrictions imposed by the U.S. or other governments on imported tires, raw materials or equipment used in tire manufacturing.

The Company's ability to competitively source and sell tires can be significantly impacted by changes in tariffs, changes or repeals of trade agreements, including withdrawal from or material modifications to NAFTA, including the implementation of the USMCA, or certain other international trade agreements, or other trade restrictions or retaliatory actions imposed by various governments. Other effects, including impacts on the price of tires, responsive actions from governments and the opportunity for competitors to establish a presence in markets where the Company participates, could also have significant impacts on the Company's results.

For example, antidumping and countervailing duty investigations into certain passenger car and light truck tires imported from the PRC into the United States were initiated on July 14, 2014. The determinations announced in both investigations were affirmative and resulted in the imposition of significant additional duties from each.

Antidumping and countervailing duty investigations into certain truck and bus tires imported from the PRC into the U.S. were initiated on January 29, 2016. The preliminary determinations announced in both investigations were affirmative and resulted in the imposition of significant additional duties from each. On February 22, 2017, the International Trade Commission ("ITC") made a final determination that the U.S. market had not suffered material injury because of imports of truck and bus tires from China. As a result of this decision, preliminary antidumping and countervailing duties from Chinese truck and bus tires imported subsequent to the preliminary determination were not collected and any amounts previously paid were refunded. On April 14, 2017, the United Steelworkers Union filed a civil action challenging the ITC's decision not to impose duties on truck and bus tires from China imported into the U.S. and that case is still pending. On November 1, 2018, the Court of International Trade ("CIT") remanded the case back to the ITC for reconsideration. On January 30, 2019, the ITC reversed its earlier decision and made an affirmative determination of material injury, which started the process for the imposition of duties on Chinese truck and bus tire imports. Duties will be collected after the determination is published in the Federal Register. The ITC's re-determination, along with comments from the parties regarding the re-determination, are due to the CIT by April 15, 2019. The CIT will then make a final determination.

Pursuant to Section 301: China's Acts, Policies, and Practices Related to Technology Transfer, Intellectual Property, and Innovation, passenger, light truck and truck and bus tires, raw materials and tire-manufacturing equipment from the PRC imported into the U.S. became subject to additional 10 percent duties effective September 24, 2018. These duties are scheduled to increase to 25 percent effective March 2, 2019, unless the current negotiations between the U.S. and China result in a trade agreement, which could impact the future duty percentage. Retaliatory duties on U.S. products have been implemented in response to these additional duties by China. In addition, depending on the outcome of the Section 232 National Security Investigation of Automobiles, Including Cars, SUVs, Vans and Light Trucks, and Automotive Parts, passenger car and light truck tires imported into the U.S. may be subject to an additional duty.

The imposition of additional duties or other trade restrictions in the U.S. or elsewhere on raw materials or tire-manufacturing equipment used by the Company or on certain tires imported from the PRC or other countries will result in higher costs and potentially lower margins, or in the case of finished goods, in those tires being diverted to other regions of the world, such as Europe, Latin America or elsewhere in Asia, which could materially harm the Company's results of operations, financial condition and liquidity.

The Company's industry is highly competitive, and the Company may not be able to compete effectively with lower-cost producers and larger competitors.

The tire industry is a highly competitive, global industry. Some of the Company's competitors are larger companies with greater financial resources. Intense competitive activity in the replacement tire industry, including consolidation or other cooperation by and among the Company's competitors, has caused, and will continue to cause, pressures on the Company's business, as well as pressure on certain of the Company's customers, suppliers or distribution network. As the Company increases its presence in the original equipment market, the demand for products by the OEM's will be impacted by automotive vehicle production. The Company's ability to compete successfully will depend in part on its ability to balance capacity with demand, leverage global purchasing of raw materials, make required investments to improve productivity, eliminate redundancies and increase production at low-cost, high-quality supply sources. If the Company is unable to offset continued pressures with improved operating efficiencies, its sales, margins, operating results and market share would decline and the impact could become material on the Company's earnings.

The Company is facing supply risks related to certain tires it purchases from PCT.

In 2014, the Company sold its ownership interest in PCT and entered into off-take agreements with PCT to provide the continuous supply of certain TBR and passenger car tires for the Company through mid-2018. The agreements have been extended and now expire in mid-2020. If there are any disruptions in or quality issues with the supply of TBR products from PCT, it could have a material negative impact on the Company's business. The Company is actively pursuing options to ensure the uninterrupted supply of these tires to meet the demands of the business beyond the terms of the PCT off-take agreements, including sourcing through GRT, an off-take agreement with Sailun Vietnam and the recently announced joint venture between Cooper Vietnam and Sailun Vietnam, which is expected to begin producing tires in 2020, but there can be no assurance that the Company will be able to do so in a timely manner.

If the Company fails to develop technologies, processes or products needed to keep up with rapidly evolving distribution channels and to support consumer demand or, changes in consumer behavior, it may lose significant market share or be unable to recover associated costs.

The Company's tire sales, margins and profitability may be significantly impacted if it does not develop or have available technologies, processes, including distribution methods, or products that competitors may be developing and consumers or dealers are demanding. This includes, but is not limited to, changes in the design of and materials used to manufacture tires, changes in the types of tires consumers desire and changes in the vehicles consumers are purchasing. Additionally, the Company is also impacted by changes in the way consumers buy tires and failure to effectively compete in various sales and marketing channels, including digital channels and others in which the Company has been less active in the past, such as through mass merchandisers, which have negotiating leverage and costs associated with their operating procedures that are unique to their needs.

Technologies or processes may also be developed by competitors that better distribute tires to consumers, including through wholly-owned distributors, which could affect the Company's customers and implementation of its strategic plan.

An increase in consumer preference for car- and ride-sharing services, as opposed to automobile ownership, may result in a long term reduction in the number of vehicles per capita. Additionally, refreshing existing products and developing new products and technologies requires significant investment and capital expenditures, is technologically challenging and requires extensive testing and accurate anticipation of technological and market trends. If the Company fails to develop new products that are appealing to its customers, or fails to develop products on time and within budgeted amounts, the Company may be

unable to recover its product development and testing costs. If the Company cannot successfully use new production or equipment methodologies it invests in, it may also not be able to recover those costs.

If assumptions used in developing the Company's strategic plan are inaccurate or the Company is unable to execute its strategic plan effectively, its profitability and financial position could be negatively impacted.

The Company faces both general industry and company-specific challenges. These include volatile raw material costs, increasing product complexity and pressure from competitors with greater resources or manufacturing in lower-cost regions. To address these challenges and position the Company for future success, the Company continues to execute towards strategic imperatives outlined in its Strategic Plan. The three strategic imperatives are building a sustainable cost competitive position, driving top-line profitable growth and building organizational capabilities and enablers to support strategic goals.

The Company continually reviews and updates its business plans to achieve these imperatives. If the assumptions used in developing the Company's business plans vary significantly from actual conditions, the Company's sales, margins and profitability could be harmed. If the Company is unsuccessful in implementing the tactics necessary to execute its business plans, it may not be able to achieve or sustain future profitability, which could impair its ability to meet debt and other obligations and could otherwise negatively affect its operating results, financial condition and liquidity.

The Company may not be successful in executing and integrating investments and acquisitions into its operations, which could harm its results of operations and financial condition.

The Company routinely evaluates potential investments and acquisitions and may pursue additional investment and acquisition opportunities, some of which could be material to its business. The Company cannot provide assurance whether it will be successful in pursuing and integrating any investment or acquisition opportunities or what the consequences of any investment or acquisition would be. The Company may encounter various risks in any investment or acquisition, including:

- the possible inability to integrate an acquired business into its operations;
- diversion of management's attention;
- loss of key management personnel;
- unanticipated problems or liabilities;
- potential asset impairment charges, including goodwill, due to inability to meet operating plans; and
- increased labor and regulatory compliance costs of acquired businesses.

Some or all of those risks could impair the Company's results of operations and impact its financial condition. The Company may finance any future investments or acquisitions from internally generated funds, bank borrowings, public offerings or private placements of equity or debt securities, or a combination of the foregoing. Investments and acquisitions may involve the expenditure of significant funds and management time.

Investments and acquisitions may also require the Company to increase its borrowings under its bank credit facilities or other debt instruments, or to seek new sources of liquidity. Increased borrowings would correspondingly increase the Company's financial leverage, and could result in lower credit ratings and increased future borrowing costs. These risks could also reduce the Company's flexibility to respond to changes in its industry or in general economic conditions.

In addition, the Company's business plans call for growth. If the Company is unable to identify or execute on appropriate opportunities for acquisition, investment or growth, its business could be materially adversely affected.

The Company has and could in the future incur restructuring charges and other costs as it continues to execute actions in an effort to improve future profitability and competitiveness and may not achieve the anticipated savings and benefits from these actions.

The Company has and may in the future initiate restructuring actions designed to improve future profitability and competitiveness, and enhance the Company's flexibility, including the outcome of the recently announced restructuring in the U.K., as well as potential future outcomes from the Company's ongoing region by region global footprint assessment. The Company may not realize anticipated savings or benefits from the U.K. action, or future actions, in full or in part or within the time periods it expects. The Company is also subject to the risks of labor unrest, negative publicity and business disruption in connection with these actions. Failure to realize anticipated savings or benefits from the Company's actions could have an adverse effect on the business and could result in potential unexpected costs or other impacts. Such restructuring actions and impairments or other charges could have a significant negative effect on the Company's earnings or cash flows in the short-term.

Any interruption in the Company's skilled workforce, or that of its suppliers or customers, including labor disruptions, could impair its operations and harm its earnings and results of operations.

The Company's operations depend on maintaining a skilled workforce and any interruption of its workforce due to shortages of skilled technical, production or professional workers, work disruptions, or other events could interrupt the Company's operations and affect its operating results. Competition for these employees is intense and the Company could experience difficulty in hiring and retaining the personnel necessary to support its business. Further, a significant number of the Company's employees are currently represented by unions. If the Company is unable to resolve any labor disputes or if there are work stoppages or other work disruptions at the Company or any of its suppliers or customers, the Company's business and operating results could suffer. See also related comments under "The Company is facing supply risks related to certain tires it purchases from PCT."

If the Company is unable to attract and retain key personnel, its business could be materially adversely affected.

The Company's business depends on the continued service of key members of its management. The loss of the services of a significant number of members of its management team could have a material adverse effect on its business. The Company's future success will also depend on its ability to attract, retain and develop highly skilled personnel, such as engineering, marketing, information technology and senior management professionals. Competition for these employees is intense and the Company could experience difficulty in hiring and retaining the personnel necessary to support its business. If the Company does not succeed in retaining its current employees and attracting new high-quality employees, its business could be materially adversely affected.

The Company has a risk due to volatility of the capital and financial markets.

The Company periodically requires access to the capital and financial markets as a significant source of liquidity for maturing debt payments, including the Company's unsecured notes due in December 2019, or working capital needs or investments in the business that it cannot satisfy by cash on hand or operating cash flows. Substantial volatility in world capital markets and the banking industry may make it difficult for the Company to access credit markets and to obtain financing or refinancing, as the case may be, on satisfactory terms or at all. In addition, various additional factors, including a deterioration of the Company's credit ratings or its business or financial condition, could further impair its access to the capital markets and bank financings. Additionally, any inability to access the capital markets or bank financings, including the ability to refinance existing debt when due, could require the Company to defer critical capital expenditures, reduce or not pay dividends, reduce spending in areas of strategic importance, suspend stock repurchases, sell important assets or, in extreme cases, seek protection from creditors. See also related comments under "There are risks associated with the Company's global strategy, which includes using joint ventures and partially-owned subsidiaries."

The Company's operations in Asia have been or will be financed in part using multiple loans from several lenders to finance working capital needs. These loans are generally for terms of one year or less. Therefore, debt maturities occur frequently and access to the capital markets and bank financings is crucial to the Company's ability to maintain sufficient liquidity to support its operations in Asia.

Increases in interest rates or changes in credit ratings may negatively impact the Company.

Certain of the Company's variable rate debt, including its revolving credit facility, currently uses LIBOR as a benchmark for establishing the interest rate. LIBOR is the subject of recent proposals for reform. These reforms and other pressures may cause LIBOR to disappear entirely or to perform differently than in the past. The consequences of these developments with respect to LIBOR cannot be entirely predicted but could result in an increase in the cost of variable rate debt. The interest rates under on the Company's term loans and revolving credit facilities can vary based on the Company's credit ratings. The Company's policy is to manage interest rate risk by entering into both fixed and variable rate debt arrangements. Interest rate swaps are also used to minimize worldwide financing cost and to achieve a desired mix of fixed and variable rate debt. The Company utilizes derivative financial instruments to enhance its ability to manage risk, including interest rate exposures that exist as part of ongoing business operations. The company does not enter into contracts for trading purposes, nor is it a party to any leveraged derivative instruments. The use of derivative financial instruments is monitored through regular communication with senior management and the utilization of written guidelines. However, the Company's use of these instruments may not effectively limit or eliminate exposure to changes in interest rates. Therefore, the Company cannot provide assurance that future credit rating or interest rate changes will not have a material negative impact on its business, financial position or operating results.

A disruption in, or failure of, the Company's information technology systems, including those related to cybersecurity, could adversely affect the Company's business operations and financial performance.

The Company relies on the accuracy, capacity and security of its information technology systems across all of its major business functions, including its research and development, manufacturing, sales, financial and administrative functions. While the Company maintains some of its critical information technology systems, it is also dependent on third parties to provide important information technology services relating to, among other things, human resources, electronic communications and certain finance functions. Additionally, the Company collects and stores sensitive data, including intellectual property,

proprietary business information and the proprietary business information of its customers and suppliers, as well as personally identifiable information of the Company's customers and employees, in data centers and on information technology networks. In addition, the European Union's General Data Protection Regulation ("GDPR"), which came into effect in May 2018, creates a range of new compliance obligations for companies that process personal data of European Union residents, and increases financial penalties for non-compliance. As a company that processes personal data of European Union residents, we bear the costs of compliance with the GDPR and are subject to the potential for fines and penalties in the event of a breach of the GDPR. Aside from the European Union, other jurisdictions have enacted, or are considering, regulations regarding data privacy. Despite the security measures that the Company has implemented, including those related to cybersecurity, its systems could be breached or damaged by computer viruses, natural or man-made incidents or disasters or unauthorized physical or electronic access. Furthermore, the Company may have little or no oversight with respect to security measures employed by third-party service providers, which may ultimately prove to be ineffective at countering threats. A system failure, accident or security breach could result in business disruption, theft of its intellectual property, trade secrets or customer information and unauthorized access to personnel information. To the extent that any system failure, accident or security breach results in disruptions to its operations or the theft, loss or disclosure of, or damage to, its data or confidential information, the Company's reputation, business, results of operations, cash flows and financial condition could be materially adversely affected. In addition, the Company may be required to incur significant costs to protect against and, if required, remediate the damage caused by such disruptions or system failures in the future.

The Company may be adversely affected by legal actions, including product liability claims which, if successful, could have a negative impact on its financial position, cash flows and results of operations.

The Company's operations expose it to legal actions, including potential liability for personal injury or death as an alleged result of the failure of or conditions in the products that it designs, manufactures and sells. Specifically, the Company is a party to a number of product liability cases in which individuals involved in motor vehicle accidents seek damages resulting from allegedly defective tires that it manufactured. Product liability claims and lawsuits, including possible class action, may result in material losses in the future and cause the Company to incur significant litigation defense costs. The Company is largely self-insured against these claims. These claims and related reserves could have a significant effect on the Company's financial position, cash flows and results of operations.

From time to time, the Company is also subject to audits, litigation or other commercial disputes and other legal proceedings relating to its business. Due to the inherent uncertainties of any litigation, commercial disputes or other legal proceedings, the Company cannot accurately predict their ultimate outcome, including the outcome of any related appeals. An unfavorable outcome could materially adversely impact the Company's financial condition, cash flows and results of operations.

The Company conducts its manufacturing, sales and distribution operations on a worldwide basis and is subject to risks associated with doing business outside the U.S.

The Company has affiliate, subsidiary and joint venture operations worldwide, including in the U.S., Europe, Mexico and the PRC. The Company has a wholly-owned manufacturing entity, Cooper Kunshan Tire, and is the majority owner of GRT, both in the PRC. The Company also is the majority owner of COOCSA, a manufacturing entity in Mexico, and has established operations in Serbia and the U.K. PCT, located in the PRC, is currently a supplier of TBR tires for the Company and the Company entered into an off-take agreement with Sailun Vietnam, located in Vietnam, for the supply of TBR tires. Additionally, the Company recently announced a joint venture between Cooper Vietnam and Sailun Vietnam, which is expected to begin producing tires in 2020. There are a number of risks in doing business abroad, including political and economic uncertainty, social unrest, sudden changes in laws and regulations, ability to enforce existing or future contracts, shortages of trained labor and the uncertainties associated with entering into joint ventures or similar arrangements in foreign countries. These risks may impact the Company's ability to expand its operations in different regions and otherwise achieve its objectives relating to its foreign operations, including utilizing these locations as suppliers to other markets. In addition, compliance with multiple and potentially conflicting foreign laws and regulations, import and export limitations and exchange controls is burdensome and expensive. For example, the Company could be adversely affected by violations of the Foreign Corrupt Practices Act ("FCPA") and similar worldwide anti-bribery laws as well as export controls and economic sanction laws. The FCPA and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to government officials and, in some cases, other persons, for the purpose of obtaining or retaining business or obtaining another improper benefit. Violations of these laws and regulations could result in civil and criminal fines, penalties and sanctions against the Company, its officers or its employees, prohibitions on the conduct of the Company's business and on its ability to offer products and services in one or more countries, and could also harm the Company's reputation, business and results of operations. The Company's foreign operations also subject it to the risks of international terrorism and hostilities and to foreign currency risks, including exchange rate fluctuations and limits on the repatriation of funds. See also related comments under "The Company's results could be impacted by changes in tariffs, trade agreements or other trade restrictions imposed by the U.S. or other governments on imported tires or raw materials", "There are risks associated with the Company's

global strategy, which includes using joint ventures and partially-owned subsidiaries" and "The results of the United Kingdom's referendum on withdrawal from the European Union may have a negative effect on global economic conditions, financial markets or the Company's business."

There are risks associated with the Company's global strategy, which includes using joint ventures and partially-owned subsidiaries.

The Company's strategy includes the use of joint ventures and other partially-owned subsidiaries, including the recently announced Vietnam joint venture with Sailun Vietnam. These entities operate in countries outside of the U.S., are generally less well capitalized than the Company and bear risks similar to the risks of the Company. In addition, there are specific risks applicable to these subsidiaries and these risks, in turn, add potential risks to the Company. Such risks include greater risk of joint venture partners or other investors failing to meet their obligations under related stockholders' agreements; conflicts with joint venture partners; the possibility of a joint venture partner taking valuable knowledge from the Company; and risk of being denied access to the capital markets, which could lead to resource demands on the Company in order to maintain or advance its strategy. The Company's outstanding notes and primary credit facility contain cross default provisions in the event of certain defaults by the Company under other agreements with third parties. For further discussion of access to the capital markets, see also related comments under "The Company has a risk due to volatility of the capital and financial markets."

The results of the United Kingdom's referendum on withdrawal from the European Union may have a negative effect on global economic conditions, financial markets or the Company's business.

In June 2016, a majority of voters in the United Kingdom elected to withdraw from the European Union in a national referendum. The U.K. is currently negotiating the terms of its exit from the European Union ("Brexit") is currently scheduled for March 29, 2019. In November 2018, the U.K. and the European Union agreed upon a draft Withdrawal Agreement that sets out the terms of the U.K.'s departure, including commitments on citizen rights after Brexit, a financial settlement from the U.K., and a transition period from March 29, 2019 through December 31, 2020 to allow time for a future trade deal to be agreed. On January 15, 2019, the draft Withdrawal Agreement was rejected by the U.K. Parliament creating significant uncertainty about the terms and timing under which the U.K. will leave the European Union.

If the U.K. leaves the European Union with no agreement, it will likely have an adverse impact on labor and trade in addition to creating further short-term uncertainty and currency volatility. In the absence of a future trade deal, the U.K.'s trade with the European Union and the rest of the world would be subject to tariffs and duties set by the World Trade Organization. Additionally, the movement of goods between the U.K. and the remaining member states of the European Union will be subject to additional inspections and documentation checks, leading to possible delays at ports of entry and departure. These changes to the trading relationship between the U.K and European Union would likely result in increased cost of goods imported into and exported from the U.K. and may decrease the profitability of the Company's U.K. and other operations. Additional currency volatility could drive a weaker British pound, which increases the cost of goods imported into the U.K. operations and may decrease the profitability of the U.K. operations. A weaker British pound versus the U.S. dollar also causes local currency results of U.K. operations to be translated into fewer U.S. dollars during a reporting period. With a range of outcomes still possible, the impact from Brexit remains uncertain and will depend, in part, on the final outcome of tariff, trade, regulatory and other negotiations.

Compliance with legal and regulatory initiatives could increase the cost of operating the Company's business.

The Company is subject to federal, state, local and foreign laws and regulations. Compliance with those laws now in effect, or that may be enacted, could require significant capital expenditures, increase the Company's production costs and affect its earnings and results of operations. Periodic changes as the result of elections in the U.S. and worldwide make it difficult to predict the legislative and regulatory changes that may occur.

Several countries have or may implement labeling requirements for tires. This legislation could cause the Company's products to be at a disadvantage in the marketplace resulting in a loss of market share or could otherwise impact the Company's ability to distribute and sell its tires.

In addition, while the Company believes that its tires are free from design and manufacturing defects and comply with all applicable regulations and standards, it is possible that a recall of the Company's tires could occur in the future. A recall could harm the Company's reputation, operating results and financial position.

The Company is also subject to legislation governing labor, environmental, privacy and data protection, occupational safety and health both in the U.S. and other countries. The related legislation can change over time making it more expensive for the Company to produce its products.

The Company could also, despite its best efforts to comply with these laws and regulations, be found liable and be subject to additional costs because of these laws and regulations.

The Company may fail to successfully develop or implement information technologies or related systems, resulting in a significant competitive disadvantage.

Successfully competing in the highly competitive tire industry can be impacted by the successful development of information technology. If the Company fails to successfully develop or implement information technology systems, it may be at a disadvantage to its competitors resulting in lost sales and negative impacts on the Company's earnings.

The Company has implemented Enterprise Resource Planning systems in the United States and other locations. The Company is evaluating its available options for integrating information technology solutions outside of the United States, which will require significant amounts of capital and human resources to deploy. These requirements may be significant and exceed Company projections. Throughout integration of the systems, there are also risks created to the Company's ability to successfully and efficiently operate.

The Company's expenditures for pension and other postretirement obligations could be materially higher than it has predicted if its underlying assumptions prove to be incorrect.

The Company provides defined benefit and hybrid pension plan coverage to union and non-union U.S. employees and a contributory defined benefit plan in the U.K. The Company's pension expense and its required contributions to its pension plans are directly affected by the value of plan assets, the projected and actual rates of return on plan assets and the actuarial assumptions the Company uses to measure its defined benefit pension plan obligations, including the discount rate at which future projected and accumulated pension obligations are discounted to a present value and the inflation rate. The Company could experience increased pension expense due to a combination of factors, including the decreased investment performance of its pension plan assets, decreases in the discount rate, changes in its assumptions relating to the expected return on plan assets, updates to mortality tables and the impact of changes to the Company's pension strategy. The Company could also experience increased other postretirement expense due to decreases in the discount rate, increases in the health care trend rate and changes in the health care environment.

In the event of declines in the market value of the Company's pension assets or lower discount rates to measure the present value of pension and other postretirement benefit obligations, the Company could experience changes to its Condensed Consolidated Balance Sheet or significant cash requirements.

If the price of energy sources increases, the Company's operating expenses could increase significantly or the demand for the Company's products could be affected.

The Company's manufacturing facilities rely principally on natural gas, as well as electrical power and other energy sources. High demand and limited availability of natural gas and other energy sources can result in significant increases in energy costs increasing the Company's operating expenses and transportation costs. Higher energy costs would increase the Company's production costs and adversely affect its margins and results of operations. If the Company is unable to obtain adequate sources of energy, its operations could be interrupted.

In addition, if the price of gasoline increases significantly for consumers, it can affect driving and purchasing habits and impact demand for tires.

The realizability of deferred tax assets may affect the Company's profitability and cash flows.

The Company has significant net deferred tax assets recorded on the balance sheet and determines at each reporting period whether or not a valuation allowance is necessary based upon the expected realizability of such deferred tax assets. In the U.S., the Company has recorded deferred tax assets, the largest of which relate to product liability, pension and other postretirement benefit obligations, partially offset by deferred tax liabilities, the most significant of which relates to accelerated depreciation. The Company's non-U.S. deferred tax assets relate to pension, accrued expenses and net operating losses, and are partially offset by deferred tax liabilities related to accelerated depreciation. Based upon the Company's assessment of the realizability of its net deferred tax assets, the Company maintains a valuation allowance in the U.K., as well as a small valuation allowance for the portion of its U.S. deferred tax assets primarily associated with a loss carryforward. In addition, the Company has recorded valuation allowances for deferred tax assets primarily associated with other non-U.S. net operating losses.

The Company's assessment of the realizability of deferred tax assets is based in part on certain assumptions regarding future profitability, and potentially adverse business conditions could have a negative impact on the future realizability of the deferred tax assets and therefore impact the Company's future operating results or financial position.

Compliance with and changes in tax laws, including recently enacted tax reform legislation in the United States, could materially and adversely impact our financial condition, results of operations and cash flows.

The Company is subject to extensive tax liabilities, including federal and state income taxes and transactional taxes such as excise, sales and use, payroll, franchise, withholding and property taxes. New tax laws and regulations and changes in existing tax laws and regulations could result in increased expenditures by the Company for tax liabilities in the future and could materially and adversely impact the Company's financial condition, results of operations and cash flows.

Recently enacted tax reform legislation has made substantial changes to U.S. tax law, including a reduction in the corporate tax rate, a limitation on deductibility of interest expense, a limitation on the use of net operating losses to offset future taxable income, the allowance of immediate expensing of capital expenditures and deemed repatriation of foreign earnings. The Company expects this legislation to have significant effects, some of which may be adverse. For example, the reduction in the corporate tax rate has resulted in a reduction in the value of the Company's existing deferred tax assets, and consequently was a charge to earnings in 2017.

Additionally, the Company's income tax returns are subject to examination by federal, state and local tax authorities in the U.S. and tax authorities outside the U.S. Based upon the outcome of tax examinations, judicial proceedings, or expiration of statutes of limitations, it is possible that the ultimate resolution of these unrecognized tax benefits may result in a payment that is materially different from the current estimate of the tax liabilities. Such factors could have an adverse effect on the Company's provision for income taxes and the cash outlays required to satisfy income tax obligations.

Environmental issues, including climate change, or legal, regulatory or market measures to address environmental issues, may negatively affect the Company's business and operations and cause it to incur significant costs.

The Company's manufacturing facilities are subject to numerous federal, state, local and foreign laws and regulations designed to protect the environment, including increased government regulations to limit carbon dioxide and other greenhouse gas emissions as a result of concern over climate change, and the Company expects that additional requirements with respect to environmental matters will be imposed on it in the future.

There is also growing concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on global temperatures, weather patterns, and the frequency and severity of extreme weather and natural disasters. In the event that issues related to such climate change have a negative effect on the Company's business, it may be subjected to decreased availability or less favorable pricing for certain raw materials, including natural rubber. Natural disasters and extreme weather conditions may also disrupt the productivity of the Company's facilities or the operation of its supply chain.

In addition, the Company has contractual indemnification obligations for environmental remediation costs and liabilities that may arise relating to certain divested operations. Material future expenditures may be necessary if compliance standards change, if material unknown conditions that require remediation are discovered, or if required remediation of known conditions becomes more extensive than expected. If the Company fails to comply with present and future environmental laws and regulations, it could be subject to future liabilities or the suspension of production, which could harm its business or results of operations. Environmental laws could also restrict the Company's ability to expand its facilities or could require it to acquire costly equipment or to incur other significant expenses in connection with its manufacturing processes.

The Company has been and may continue to be impacted by currency fluctuations, which may reduce reported results for the Company's international operations and otherwise adversely affect the business.

Because the Company conducts transactions in various non-U.S. currencies, including the Euro, Canadian dollar, British pound sterling, Swiss franc, Swedish krona, Norwegian krone, Mexican peso, Chinese yuan, Serbian dinar and Brazilian real, fluctuations in foreign currency exchange rates may impact the Company's financial condition, results of operations and cash flows, despite currency hedging actions by the Company. The Company's operating results are subject to the effects of fluctuations in the value of these currencies and fluctuations in the related currency exchange rates. As a result, the Company's sales have historically been affected by, and may continue to be affected by, these fluctuations. Exchange rate movements between currencies in which the Company sells its products have been affected by and may continue to result in exchange losses that could materially affect results. During times of strength of the U.S. dollar, the reported revenues of the Company's international operations will be reduced because local currencies will translate into fewer dollars. In addition, a strong U.S. dollar may increase the competitiveness of competitors based outside of the United States. As a result, continued strengthening of the U.S. dollar may have a material adverse effect on the Company's financial condition, results of operations and cash flows. A weak U.S. dollar could increase the cost of goods imported into the Company's U.S. operations and other goods imported in U.S. dollars at other locations and may decrease the profitability of the Company's operations. As a result, continued weakening of the U.S. dollar may have a material adverse effect on the Company's financial condition, results of operations and cash flows.

The Company may not be able to protect its intellectual property rights adequately.

The Company's success depends in part upon its ability to use and protect its proprietary technology and other intellectual property, which generally covers various aspects in the design and manufacture of its products and processes. The Company owns and uses tradenames and trademarks worldwide. The Company relies upon a combination of trade secrets, confidentiality policies, nondisclosure and other contractual arrangements and patent, copyright and trademark laws to protect its intellectual property rights. The steps the Company takes in this regard may not be adequate to protect its intellectual property or to prevent or deter challenges or infringement or other violations of its intellectual property, and the Company may not be able to detect unauthorized use or take appropriate and timely steps to enforce its intellectual property rights.

In addition, the laws of some countries may not protect and enforce the Company's intellectual property rights to the same extent as the laws of the U.S. Further, while the Company believes it has rights to use all intellectual property in the Company's use, if the Company is found to infringe on the rights of others it could be adversely impacted.

The impact of proposed new accounting standards may have a negative impact on the Company's financial statements.

The Financial Accounting Standards Board is considering or has issued for future adoption several projects which may result in the modification of accounting standards affecting the Company. Any such changes could have a negative impact on the Company's financial statements.

The Company is facing risks relating to healthcare legislation.

The Company is facing risks emanating from legislation in the U.S., including the Patient Protection and Affordable Care Act and the related Healthcare and Education Reconciliation Act, which are collectively referred to as healthcare legislation. The future of this major legislation and any replacement is now in question and the ultimate cost and the potentially adverse impact to the Company and its employees cannot be quantified at this time.

Item 1B. UNRESOLVED STAFF COMMENTS

None.

Item 2. PROPERTIES

As shown in the following table, at December 31, 2018, the Company maintained 55 manufacturing facilities, distribution centers, retail stores, technical centers and office facilities worldwide. A majority of the manufacturing facilities are wholly-owned by the Company. Some manufacturing, distribution and office facilities are leased.

| <u>Type of Facility</u> | <u>Americas Tire Operations</u> | | <u>International Tire Operations</u> | | <u>Total</u> |
|-------------------------------|---------------------------------|----------------------|--------------------------------------|-------------|--------------|
| | <u>North America</u> | <u>Latin America</u> | <u>Europe</u> | <u>Asia</u> | |
| Manufacturing | 4 | 1 * | 2 | 2 * | 9 |
| Distribution centers | 12 | 1 | 7 | 2 | 22 |
| Retail stores | 3 | — | — | — | 3 |
| Technical centers and offices | 7 | 4 | 6 | 4 | 21 |
| Total | 26 | 6 | 15 | 8 | 55 |

* This includes a manufacturing facility that is a joint venture.

The Company believes its properties have been adequately maintained, generally are in good condition and are suitable and adequate to meet the demands of each segment's business.

Item 3. LEGAL PROCEEDINGS

The Company is a defendant in various judicial proceedings arising in the ordinary course of business. A significant portion of these proceedings are product liability cases in which individuals involved in motor vehicle accidents seek damages resulting from allegedly defective tires manufactured by the Company. After reviewing all of these proceedings, and taking into account all relevant factors concerning them, the Company does not believe that any liabilities resulting from these proceedings are reasonably likely to have a material adverse effect on its liquidity, financial condition or results of operations in excess of amounts recorded at December 31, 2018. In the future, such costs could have a materially greater impact on the consolidated results of operations and financial position of the Company than in the past.

Item 4. MINE SAFETY DISCLOSURES

None.

PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

(a) Market information

Cooper Tire & Rubber Company common stock is traded on the New York Stock Exchange under the symbol CTB.

Five-Year Stockholder Return Comparison

The SEC requires that the Company include in its annual report to stockholders a line graph presentation comparing cumulative five-year stockholder returns on an indexed basis with the Standard & Poor's ("S&P") Stock Index and either a published industry or line-of-business index or an index of peer companies selected by the Company. In 1993, the Company chose what is now the S&P 500 Auto Parts & Equipment Index as the most appropriate of the nationally recognized industry standards and has used that index for its stockholder return comparisons in all of its annual reports since that time.

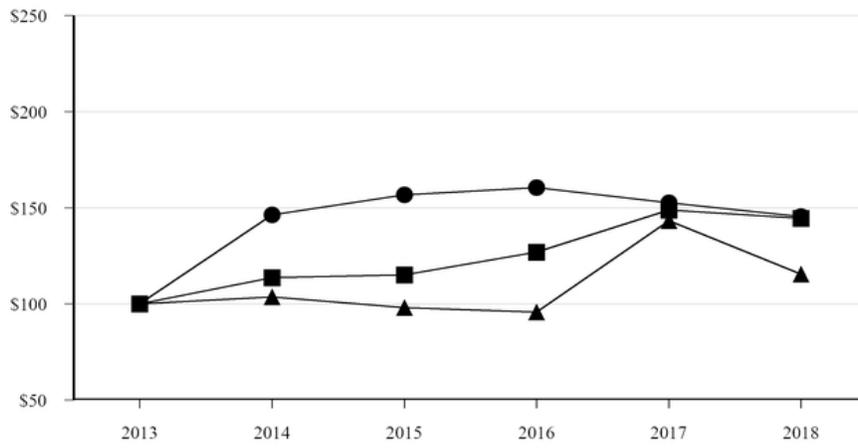
The following chart assumes three hypothetical \$100 investments on December 31, 2013, and shows the cumulative values at the end of each succeeding year resulting from appreciation or depreciation in the stock market price, assuming dividend reinvestment.

**Total Return To Shareholders
(Includes reinvestment of dividends)**

| Company / Index | ANNUAL RETURN PERCENTAGE Year Ended December 31, | | | | |
|--------------------------------|---|--------|--------|--------|---------|
| | 2014 | 2015 | 2016 | 2017 | 2018 |
| Cooper Tire & Rubber Company | 46.32 | 10.42 | 3.86 | (7.95) | (7.24) |
| S&P 500 Index | 13.69 | 1.38 | 11.96 | 21.83 | (4.38) |
| S&P 500 Auto Parts & Equipment | 3.68 | (5.65) | (2.21) | 47.52 | (27.93) |

| Company / Index | Base Period 2013 | INDEXED RETURNS Year Ended December 31, | | | | |
|--------------------------------|------------------------|--|-----------|-----------|-----------|-----------|
| | | 2014 | 2015 | 2016 | 2017 | 2018 |
| Cooper Tire & Rubber Company | \$ 100.00 | \$ 146.32 | \$ 156.74 | \$ 160.60 | \$ 152.65 | \$ 145.41 |
| S&P 500 Index | 100.00 | 113.69 | 115.07 | 127.03 | 148.86 | 144.48 |
| S&P 500 Auto Parts & Equipment | 100.00 | 103.68 | 98.03 | 95.82 | 143.34 | 115.41 |

Comparison of Cumulative Five Year Total Return



● Cooper Tire & Rubber Company ■ S&P 500 Index
▲ S&P 500 Auto Parts & Equipment

(b) Holders

The number of holders of record at December 31, 2018 was 1,650.

(c) Dividends

The Company has paid consecutive quarterly dividends on its common stock since 1973.

(d) Issuer purchases of equity securities

During the quarter ended December 31, 2018, the Company did not purchase any equity securities registered by the Company pursuant to Section 12 of the Securities Exchange Act of 1934.

On February 16, 2017, the Board of Directors increased the amount under and expanded the duration of the Company's existing share repurchase program (as amended, the "2017 Repurchase Program"). The 2017 Repurchase Program allows the Company to repurchase up to \$300,000,000, excluding commissions, of the Company's common stock through December 31, 2019. The approximately \$95,634,000 remaining authorization under the Company's existing share repurchase program as of February 16, 2017 is included in the \$300,000,000 maximum amount authorized by the 2017 Repurchase Program. No other changes were made. The 2017 Repurchase Program does not obligate the Company to acquire any specific number of shares and can be suspended or discontinued at any time without notice. Shares can be repurchased in privately negotiated and/or open market transactions, including under plans complying with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. All repurchases under the programs listed above have been made using cash resources.

Item 6. SELECTED FINANCIAL DATA

(Dollar amounts in thousands except per share amounts)

| | 2018 (a) | 2017 (b) | 2016 | 2015 | 2014 (h) |
|---|--------------|--------------|--------------|--------------|--------------|
| Net sales | \$ 2,808,062 | \$ 2,854,656 | \$ 2,924,869 | \$ 2,972,901 | \$ 3,424,809 |
| Operating profit (c) | \$ 165,245 | \$ 309,247 | \$ 437,458 | \$ 399,305 | \$ 337,612 |
| Income before income taxes | \$ 114,058 | \$ 243,925 | \$ 367,093 | \$ 334,028 | \$ 348,519 |
| Net income attributable to Cooper Tire & Rubber Company | \$ 76,586 | \$ 95,400 | \$ 248,381 | \$ 212,766 | \$ 213,578 |
| Earnings per share: | | | | | |
| Basic | \$ 1.52 | \$ 1.83 | \$ 4.56 | \$ 3.73 | \$ 3.48 |
| Diluted | \$ 1.51 | \$ 1.81 | \$ 4.51 | \$ 3.69 | \$ 3.42 |
| Dividends per share | \$ 0.42 | \$ 0.42 | \$ 0.42 | \$ 0.42 | \$ 0.42 |
| Weighted average shares outstanding (000s): | | | | | |
| Basic | 50,350 | 52,206 | 54,480 | 57,012 | 61,402 |
| Diluted | 50,597 | 52,673 | 55,090 | 57,623 | 62,401 |
| Property, plant and equipment, net | \$ 1,001,921 | \$ 966,747 | \$ 864,227 | \$ 795,198 | \$ 740,203 |
| Total assets (d), (e), (f) | \$ 2,634,205 | \$ 2,707,925 | \$ 2,731,677 | \$ 2,550,203 | \$ 2,600,962 |
| Long-term debt (f) | \$ 121,284 | \$ 295,987 | \$ 297,094 | \$ 296,412 | \$ 297,937 |
| Total equity | \$ 1,232,443 | \$ 1,185,756 | \$ 1,130,236 | \$ 1,017,611 | \$ 884,261 |
| Capital expenditures | \$ 193,299 | \$ 197,186 | \$ 175,437 | \$ 182,544 | \$ 145,041 |
| Depreciation and amortization | \$ 147,161 | \$ 140,228 | \$ 130,257 | \$ 121,408 | \$ 139,166 |
| Number of employees (g) | 9,027 | 9,204 | 9,149 | 8,027 | 7,823 |

- (a) The Company recorded a non-cash goodwill impairment charge of \$33,827 in 2018.
- (b) The Company recorded \$35,378 of deemed repatriation tax and \$20,413 for the re-measurement of deferred tax assets in conjunction with U.S. tax reform, as well as a U.K. valuation allowance charge of \$18,915, less the reversal of an Asia valuation allowance of \$6,671 in 2017.
- (c) The non-service cost components of net periodic benefit cost were reclassified outside of operating profit to Other pension and postretirement benefit expense in the amount of \$37,523, \$53,071, \$44,825 and \$37,154 in 2017, 2016, 2015 and 2014, respectively, as a result of the adoption of Accounting Standards Update ("ASU") 2017-07 in 2018.
- (d) The Company has reclassified its volume and customer rebate program reserves from a contra-asset included within Accounts receivable to a liability within Accrued liabilities in the amount of \$100,190, \$93,783, \$96,927, and \$96,995 in 2017, 2016, 2015 and 2014, respectively, as a result of the adoption of Accounting Standards Codification ("ASC") 606 in 2018.
- (e) The Company has reclassified its voluntary employee beneficiary association trust from a reduction of accrued benefits within Accrued liabilities to restricted cash included within Other assets of \$18,499, \$17,100, and \$15,030 in 2016, 2015 and 2014, respectively, as a result of the adoption of ASC 2016-18 in 2018.
- (f) Unamortized debt issuance costs associated with long-term debt have been reclassified from a noncurrent asset to a reduction of the carrying value of the debt liability upon the adoption of ASU 2015-03 in the amount of \$994 in 2014.
- (g) The number of employees has been adjusted downward by 1,391, 1,092 and 1,058 in 2016, 2015 and 2014, respectively, to properly reflect members of the COOCSA joint venture workforce who are employed by an employment services company.
- (h) The Company sold its ownership interest in Cooper Chengshan (Shandong) Tire Company Ltd. during the fourth quarter of 2014. Results include a gain on sale of interest in subsidiary of \$77,471. Income tax expense on the gain on sale of interest in subsidiary was \$21,767.

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

Business of the Company

The Company specializes in the design, manufacture, marketing and sales of passenger car, light truck, TBR, motorcycle and racing tires. The Company's products are sold globally, primarily in the replacement tire market to independent tire dealers, wholesale distributors, regional and national retail tire chains and large retail chains that sell tires as well as other automotive products.

The Company faces both general industry and company-specific challenges. These include volatile raw material costs, increasing product complexity and pressure from competitors who, in some cases, are larger companies with greater financial resources. To address these challenges and position the Company for future success, the Company continues to execute towards strategic imperatives outlined in its Strategic Plan. The three strategic imperatives outlined in the Strategic Plan are building a sustainable cost competitive position, driving top-line profitable growth and building organizational capabilities and enablers to support strategic goals.

The Company has operations in what are considered lower-cost countries. This includes the Cooper Kunshan Tire manufacturing operation in the PRC, joint venture manufacturing operations in Mexico and the PRC and a manufacturing facility in Serbia. Products from these operations provide a lower-cost source of tires for existing markets and have been used to expand the Company's market share in Mexico and the PRC. Through a variety of other projects, the Company also has improved the competitiveness of its manufacturing operations in the United States.

On December 12, 2018, Cooper Vietnam, a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires. The new joint venture is expected to begin producing tires in 2020.

On January 17, 2019, Cooper Tire Europe, a wholly owned subsidiary of the Company, committed to a plan to cease light vehicle tire production at its Melksham, England facility. Light vehicle tire production is expected to be phased out over a period of approximately 10 months. An estimated 300 roles will be eliminated at the site. Cooper Tire Europe will obtain light vehicle tires to meet customer needs from other production sites within the Company's global production network. Approximately 400 roles will remain in Melksham to support the functions that continue there, including motorsports and motorcycle tire production, the materials business, Cooper Tire Europe headquarters, sales and marketing, and the Europe Technical Center.

The following discussion of financial condition and results of operations should be read together with "Selected Financial Data," the Company's consolidated financial statements and the notes to those statements and other financial information included elsewhere in this report.

This Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") presents information related to the consolidated results of the operations of the Company, a discussion of past results of the Company's segments, future outlook for the Company and information concerning the liquidity, capital resources and critical accounting policies of the Company. The Company's future results may differ materially from those indicated in the forward-looking statements, including for the reasons noted in the Risk Factors in Item 1A.

Consolidated Results of Operations

(Dollar amounts in thousands except per share amounts)

| | 2018 | Change | 2017 | Change | 2016 |
|---|------------------|---------|------------------|---------|-------------------|
| Net Sales | | | | | |
| Americas Tire | \$ 2,362,646 | (2.2)% | \$ 2,416,778 | (7.1)% | \$ 2,600,323 |
| International Tire | 640,976 | 3.6 % | 618,869 | 33.4 % | 464,003 |
| Eliminations | (195,560) | (8.0)% | (180,991) | (29.8)% | (139,457) |
| Net sales | <u>2,808,062</u> | (1.6)% | <u>2,854,656</u> | (2.4)% | <u>2,924,869</u> |
| Operating profit (loss): | | | | | |
| Americas Tire | 229,500 | (35.4)% | 355,059 | (24.7)% | 471,613 |
| International Tire | (14,044) | n/m | 15,168 | 9.1 % | 13,907 |
| Unallocated corporate charges | (51,564) | (12.8)% | (59,153) | 26.3 % | (46,818) |
| Eliminations | 1,353 | n/m | (1,827) | 46.9 % | (1,244) |
| Operating profit | <u>165,245</u> | (46.6)% | <u>309,247</u> | (29.3)% | <u>437,458</u> |
| Interest expense | (32,181) | 0.4 % | (32,048) | 20.5 % | (26,604) |
| Interest income | 10,216 | 38.8 % | 7,362 | 68.2 % | 4,378 |
| Other pension and postretirement benefit expense | (27,806) | (25.9)% | (37,523) | (29.3)% | (53,071) |
| Other non-operating (expense) income | (1,416) | (54.5)% | (3,113) | n/m | 4,932 |
| Income before income taxes | <u>114,058</u> | (53.2)% | <u>243,925</u> | (33.6)% | <u>367,093</u> |
| Provision for income taxes | 33,495 | (77.2)% | 147,180 | 27.1 % | 115,799 |
| Net income | <u>80,563</u> | (16.7)% | <u>96,745</u> | (61.5)% | <u>251,294</u> |
| Net income attributable to noncontrolling shareholders' interests | 3,977 | 195.7 % | 1,345 | (53.8)% | 2,913 |
| Net income attributable to Cooper Tire & Rubber Company | <u>\$ 76,586</u> | (19.7)% | <u>\$ 95,400</u> | (61.6)% | <u>\$ 248,381</u> |
| Basic earnings per share | <u>\$ 1.52</u> | (16.9)% | <u>\$ 1.83</u> | (59.9)% | <u>\$ 4.56</u> |
| Diluted earnings per share | <u>\$ 1.51</u> | (16.6)% | <u>\$ 1.81</u> | (59.9)% | <u>\$ 4.51</u> |

n/m – not meaningful

2018 versus 2017

Consolidated net sales for the year ended December 31, 2018 were \$2,808 million, a decrease of \$47 million from 2017. Lower unit volumes (\$67 million) were partially offset by favorable foreign currency impact (\$17 million) and pricing and mix (\$3 million). The negative impact to net sales from lower unit volume was caused by a 2.2 percent unit volume decline in the Americas, coupled with a 5.4 percent decline in the International Tire Operations, compared with 2017.

The Company recorded operating profit of \$165 million in 2018, compared to operating profit of \$309 million in 2017, a decrease of \$144 million. The 2018 results include a goodwill impairment charge (\$34 million) in the Company's International Tires Operations segment. Additionally, the Company experienced higher manufacturing costs (\$45 million) compared to 2017 in both segments, primarily as a result of the Company's efforts to right-size inventory levels. Lower unit volumes (\$18 million) also contributed to the decline in operating profit. The Company also experienced unfavorable price and mix (\$22 million), higher raw material costs (\$6 million) and increased selling, general and administrative costs (\$2 million) compared to 2017. The Company benefited in 2017 from the reversal of \$22 million related to preliminary TBR tire duties expensed in 2016. The preliminary TBR tire duties were reversed in the first quarter of 2017 as a result of the International Trade Commission's vote nullifying the preliminary duties. Other operating costs increased from 2017 (\$14 million), including start-up costs related to two new U.S. distribution warehouses and increased freight costs. These higher costs were partially offset by lower product liability costs (\$8 million) in 2018. Operating profit in 2018 also benefited by \$11 million related to the timing of costs and related insurance recoveries resulting from tornado damage at a North American distribution center in 2017.

The Company announced in December a joint venture agreement with Sailun Vietnam to build a new TBR tire production plant in Vietnam. The capacity created by this planned facility will decrease expected production requirements for Cooper's GRT joint venture in China. The Company included the expected impact of the new Vietnam joint venture on projected future

cash flows in performing its annual goodwill impairment assessment on GRT. Based on the assessment performed, the goodwill balance was deemed to be fully impaired and resulted in a non-cash fourth quarter 2018 impairment charge.

The principal raw materials for the Company include natural rubber, synthetic rubber, carbon black, chemicals and steel reinforcement components. Approximately 70 percent of the Company's raw materials are petroleum-based. Substantially all U.S. inventories have been valued using the LIFO method of inventory costing, which accelerates the impact to cost of goods sold from changes to raw material prices.

The Company strives to assure raw material and energy supply and to obtain the most favorable pricing possible. For natural rubber, natural gas and certain principal materials, procurement is managed through a combination of buying forward of production requirements and utilizing the spot market. For other principal materials, procurement arrangements include supply agreements that may contain formula-based pricing based on commodity indices, multi-year agreements or spot purchase contracts. While the Company uses these arrangements to satisfy normal manufacturing demands, the pricing volatility in these commodities contributes to the difficulty in managing the costs of raw materials.

Product liability expense decreased \$8 million to \$18 million in 2018 as compared to \$26 million in 2017. Based on the Company's review of its reserves in 2018, coupled with normal activity, including the addition of another year of self-insured incidents, settlements and changes in the amount of reserves, the Company reduced its provision in 2018. Additional information related to the Company's accounting for product liability costs appears in the Notes to the Consolidated Financial Statements.

Selling, general, and administrative expenses were \$244 million in 2018 (8.7 percent of net sales) and \$242 million in 2017 (8.5 percent of net sales). The increase in selling, general and administrative expenses was driven primarily by an increase in incentive compensation and professional fees, partially offset by the absence of costs incurred in 2017 related to the write-off of assets associated with the Company's global ERP system implementation.

Interest expense in 2018 was comparable to 2017. Interest income increased \$3 million compared to 2017 as a result of improved interest rates.

As a result of the adoption of ASU 2017-07, the income statement presentation of net periodic benefit cost was changed in the first quarter of 2018. The service cost component of net periodic benefit cost continues to be classified in the same line item as other compensation costs arising from services rendered by the pertinent employees during the period. The other components of net periodic benefit cost are presented in the income statement separately from the service cost component as Other pension and postretirement benefit expense, outside of operating profit. Application of the standard has been applied retrospectively for all periods presented. For the year ended December 31, 2018, other pension and postretirement benefit expense decreased to \$28 million from \$38 million in 2017. The decrease is primarily the result of decreased amortization of actuarial loss in 2018 as a result of improved funding levels as compared to 2017.

Other expense decreased \$2 million compared with 2017, primarily due to the impact of foreign currency forward contracts.

For the year ended December 31, 2018, the Company recorded an income tax expense of \$33 million (effective rate of 29.4 percent) compared with \$147 million (effective rate of 60.3 percent) in 2017. The 2018 effective rate was unfavorably impacted by the non-deductible GRT goodwill impairment charge. The 2017 effective rate was impacted by a number of unique items. On December 22, 2017, the U.S. enacted comprehensive tax legislation, commonly referred to as the Tax Act, which made broad and complex changes to the tax code. In particular, the transition to a new territorial tax system resulted in a deemed repatriation tax of \$35 million on undistributed earnings of foreign subsidiaries. In addition, the reduction of the U.S. corporate tax rate from 35 percent to 21 percent resulted in an adjustment to the company's U.S. deferred tax assets and liabilities to the lower base rate of 21 percent. The impact of the re-measurement of deferred tax assets and liabilities resulted in a non-cash charge of \$20 million to the Company's 2017 fourth quarter tax provision. Additionally, the fourth quarter 2017 tax provision includes the impact of the recording of a non-cash valuation allowance based upon the expected realization of certain foreign deferred tax assets related to the Company's European operations of \$19 million, partially offset by the reversal of an existing non-cash \$7 million valuation allowance in Asia. Aside from the 2017 discrete items, the effective tax rate was also negatively impacted by the mix of earnings, with an increased percentage of earnings in a higher rate tax jurisdiction in 2017.

Net income attributable to noncontrolling shareholders' interests increased \$3 million compared with 2017, reflective of higher 2018 net income amongst the impacted entities.

The effects of inflation did not have a material effect on the results of operations of the Company in 2018.

2017 versus 2016

Consolidated net sales for the year ended December 31, 2017 were \$2,855 million, a decrease of \$70 million from 2016. Lower unit volumes (\$83 million) and unfavorable foreign currency impact (\$12 million) were partially offset by favorable pricing and mix (\$25 million). The favorable pricing and mix was primarily due to net price increases related to higher raw material costs. The negative impact to net sales from lower unit volume was related to a unit volume decline in Americas Tire Operations, partially offset by improved unit volume in International Tire Operations due to increased unit volume in Asia.

The Company recorded operating profit of \$309 million in 2017, compared to operating profit of \$437 million in 2016. The Company experienced unfavorable raw material costs, net of price and mix, (\$125 million) and lower unit volume (\$33 million) compared to 2016. The Company also experienced higher manufacturing costs (\$38 million) compared to 2016, primarily in the Americas Tire Operations, due to lower production volumes in North America as a result of the decline in unit volume year over year. These higher costs were partially offset by lower product liability costs (\$39 million) and decreased selling, general and administrative costs (\$11 million). The Company also had a reversal of \$22 million related to preliminary truck and bus tire duties expensed in 2016. Other operating costs increased (\$4 million), including unfavorable currency impact, compared with 2016.

Product liability expense decreased \$39 million to \$26 million in 2017 as compared to 2016. Based on the Company's review of its reserves in 2017, coupled with normal activity, including the addition of another year of self-insured incidents, settlements and changes in the amount of reserves, the Company reduced its accrual in 2017.

Selling, general, and administrative expenses were \$242 million in 2017 (8.5 percent of net sales) and \$253 million in 2016 (8.6 percent of net sales). The reduction in selling, general and administrative expenses was driven primarily by decreased incentive compensation, partially offset by an increase in professional fees, the write-off of assets related to the Company's global ERP system implementation and costs related to a reduction in force in the U.S.

Interest expense increased \$5 million compared with 2016. The increase was a result of increased borrowings and higher interest rates, primarily in Asia. Interest income increased \$3 million compared to 2016 as a result of improved interest rates.

For the year ended December 31, 2017, other pension and postretirement benefit expense decreased to \$38 million from \$53 million in 2016. The 2016 other pension and postretirement benefit expense includes \$12 million of expense related to lump-sum distributions which did not recur in 2017. In 2016, in order to reduce the size and potential future volatility of the Company's domestic defined benefit pension plan obligations, the Company offered certain plan participants with deferred vested benefits the opportunity to make a one-time election to receive a lump sum distribution of their benefits. Based on participants that accepted the offer, the Company paid \$23 million of lump-sum distributions from plan assets in the third quarter of 2016, which resulted in a non-cash settlement charge (\$11 million) in the third quarter of 2016. An additional non-cash settlement charge (\$1 million) was incurred in the fourth quarter of 2016 as a result of normal course settlements.

Other income decreased \$8 million compared with 2016, primarily due to the impact of foreign currency forward contracts.

For the year ended December 31, 2017, the Company recorded an income tax expense of \$147 million (effective rate of 60.3 percent) compared with \$116 million (effective rate of 31.5 percent) in 2016. On December 22, 2017, the U.S. enacted comprehensive tax legislation, commonly referred to as the Tax Act, which made broad and complex changes to the tax code. In particular, the transition to a new territorial tax system resulted in a deemed repatriation tax of \$35 million on undistributed earnings of foreign subsidiaries. In addition, the reduction of the U.S. corporate tax rate from 35 percent to 21 percent resulted in an adjustment to the company's U.S. deferred tax assets and liabilities to the lower base rate of 21 percent. The impact of the re-measurement of deferred tax assets and liabilities resulted in a non-cash charge of \$20 million to the Company's 2017 fourth quarter tax provision. Additionally, the fourth quarter 2017 tax provision includes the impact of the recording of a non-cash valuation allowance based upon the expected realization of certain foreign deferred tax assets related to the Company's European operations of \$19 million, partially offset by the reversal of an existing non-cash \$7 million valuation allowance in Asia. Aside from the 2017 discrete items, the effective tax rate was also negatively impacted by the mix of earnings, with an increased percentage of earnings in a higher rate tax jurisdiction in 2017.

Net income attributable to noncontrolling shareholders' interests decreased \$2 million compared with 2016.

The effects of inflation did not have a material effect on the results of operations of the Company in 2017.

Segment Operating Results

The Company has four segments under ASC 280:

- North America, composed of the Company's operations in the U.S. and Canada;
- Latin America, composed of the Company's operations in Mexico, Central America and South America;
- Europe; and
- Asia.

North America and Latin America meet the criteria for aggregation in accordance with ASC 280, as they are similar in their production and distribution processes and exhibit similar economic characteristics. The aggregated North America and Latin America segments are presented as "Americas Tire Operations" in the segment disclosure.

Both the Europe and Asia segments have been determined to be individually immaterial, as they do not meet the quantitative requirements for segment disclosure under ASC 280. In accordance with ASC 280, information about operating segments that are not reportable shall be combined and disclosed in an all other category separate from other reconciling items. As a result, these two segments have been combined in the segment operating results discussion. The results of the combined Europe and Asia segments are presented as "International Tire Operations" in the segment disclosure.

Americas Tire Operations Segment

(Dollar amounts in thousands)

| | 2018 | Change | 2017 | Change | 2016 |
|---|--------------|--------------|--------------|--------------|--------------|
| Sales | \$ 2,362,646 | (2.2)% | \$ 2,416,778 | (7.1)% | \$ 2,600,323 |
| Operating profit | \$ 229,500 | (35.4)% | \$ 355,059 | (24.7)% | \$ 471,613 |
| Operating margin | 9.7% | (5.0) points | 14.7% | (3.4) points | 18.1% |
| Total unit sales change | | (2.2)% | | (6.3)% | |
| United States replacement market unit shipment changes: | | | | | |
| Passenger tires | | | | | |
| Segment | | (1.8)% | | (7.9)% | |
| USTMA members | | (0.6)% | | 0.3 % | |
| Total Industry | | 3.4 % | | 0.5 % | |
| Light truck tires | | | | | |
| Segment | | (1.4)% | | (16.6)% | |
| USTMA members | | (1.3)% | | (5.2)% | |
| Total Industry | | 0.7 % | | (1.7)% | |
| Total light vehicle tires | | | | | |
| Segment | | (1.7)% | | (10.0)% | |
| USTMA members | | (0.7)% | | (0.4)% | |
| Total Industry | | 3.0 % | | 0.2 % | |

The source of this information is the United States Tire Manufacturers Association ("USTMA") and internal sources.

Overview

The Americas Tire Operations segment manufactures and markets passenger car and light truck tires, primarily for sale in the U.S. replacement market. The segment also has a joint venture manufacturing operation in Mexico, COOCSA, which supplies passenger car tires to the North American, Mexican, Central American and South American markets. The segment also markets and distributes racing, TBR and motorcycle tires. The racing and motorcycle tires are manufactured by the Company's European Operations segment and by others. TBR tires are sourced from GRT and through an off-take agreement that was entered with PCT, the Company's former joint venture. In December 2017, the Company signed an off-take agreement with Sailun Vietnam, effective from January 1, 2018 through December 31, 2020, as an additional source of TBR tires. On December 12, 2018, Cooper Vietnam, a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires. The new joint venture is expected to begin producing tires in 2020. Major distribution channels and customers include independent tire dealers, wholesale distributors, regional and national retail tire chains, and large retail chains that sell tires as well as other automotive products. The segment does not currently sell its products directly to end users, except through three Company-owned retail stores. The segment sells a limited number of tires to OEMs.

2018 versus 2017

Sales

Net sales of the Americas Tire Operations segment decreased from \$2,417 million in 2017 to \$2,363 million in 2018. The decrease in sales was a result of decreased unit volume (\$54 million), partially offset by favorable pricing and mix (\$3

million), primarily due to net price increases related to higher raw material costs. Foreign currency impact was unfavorable (\$3 million). Unit shipments for the segment decreased 2.2 percent in 2018 compared with 2017. In the U.S., the segment's unit shipments of total light vehicle tires decreased 1.7 percent in 2018 compared with 2017. This decrease compares with a 0.7 percent decrease in total light vehicle tire shipments experienced by the USTMA, and a 3.0 percent increase in total light vehicle tire shipments experienced for the total industry, which includes an estimate for non-USTMA members. The segment's TBR tire shipments for the U.S. increased 1.4 percent in 2018 compared with 2017, outperforming the USTMA, but trailing the total industry.

Operating Profit

Operating profit for the segment decreased \$126 million to \$230 million in 2018. The segment experienced unfavorable price and mix (\$32 million), higher raw material costs (\$19 million) and lower unit volumes (\$15 million) compared to 2017. The segment also experienced higher manufacturing costs (\$32 million) as a result of the Company's efforts to right-size inventory levels, as well as increased selling, general, and administrative costs (\$10 million), primarily related increased incentive compensation costs in 2018. The Company benefited in 2017 from the reversal of \$22 million related to preliminary TBR tire duties expensed in 2016 and reversed in the first quarter of 2017. Other operating costs increased from 2017 (\$15 million), including start-up costs related to two new U.S. distribution warehouses and increased freight costs. These higher costs were partially offset by lower product liability expense (\$8 million). 2018 also benefited by \$11 million related to the timing of costs and related insurance recoveries resulting from tornado damage at a North American distribution center in 2017.

The segment's internally calculated raw material index of 163.6 for the year ended December 31, 2018 was an increase of 3.3 percent from 2017.

2017 versus 2016

Sales

Net sales of the Americas Tire Operations segment decreased from \$2,600 million in 2016 to \$2,417 million in 2017. The decrease in sales was a result of decreased unit volume (\$185 million), partially offset by favorable pricing and mix (\$3 million), primarily due to net price increases related to higher raw material costs. Foreign currency impact was unfavorable (\$1 million). Unit shipments for the segment decreased 6.3 percent in 2017 compared with 2016. In the U.S., the segment's unit shipments of total light vehicle tires decreased 10.0 percent in 2017 compared with 2016. This decrease compares with a 0.4 percent decrease in total light vehicle tire shipments experienced by the USTMA, and a 0.2 percent increase in total light vehicle tire shipments experienced for the total industry. The segment's commercial truck tire shipments for the U.S. increased 14.7 percent in 2017 compared with 2016, outperforming both the industry and the USTMA.

Operating Profit

Operating profit for the segment decreased \$117 million from \$472 million in 2016 to \$355 million in 2017. The segment experienced unfavorable raw material costs, net of price and mix, (\$102 million) and lower unit volumes (\$47 million) compared to 2016. The segment also experienced higher manufacturing costs (\$47 million) due to lower production volumes as a result of the decline in unit volume year over year. These higher costs were partially offset by lower product liability expense (\$39 million) and decreased selling, general, and administrative costs (\$25 million), primarily related to reduced incentive compensation compared to 2016. The Company also had a reversal of expense (\$22 million) related to preliminary truck and bus tire duties expensed in 2016. Other operating costs increased (\$7 million), including unfavorable currency impact, compared with 2016.

The segment's internally calculated raw material index of 158.3 for the year ended December 31, 2017 was an increase of 14.0 percent from 2016.

International Tire Operations Segment

(Dollar amounts in thousands)

| | 2018 | Change | 2017 | Change | 2016 |
|-------------------------|-------------|------------|------------|------------|------------|
| Sales | \$ 640,976 | 3.6 % | \$ 618,869 | 33.4% | \$ 464,003 |
| Operating (loss) profit | \$ (14,044) | n/m | \$ 15,168 | 9.1% | \$ 13,907 |
| Operating margin | (2.2)% | 4.7 points | 2.5% | 0.5 points | 3.0% |
| Total unit sales change | | (5.4)% | | 21.6% | |

Overview

The International Tire Operations segment is the combination of the Europe and Asia operating segments. The European operations include manufacturing operations in the U.K. and Serbia. The U.K. entity manufactures and markets passenger car, light truck, motorcycle and racing tires and tire retread material for domestic and global markets. The Serbian entity manufactures passenger car and light truck tires primarily for the European markets and for export to the North American segment. The Asian operations are located in the PRC. Cooper Kunshan Tire manufactures passenger car and light truck tires both for the Chinese domestic market and for export to markets outside of the PRC. On December 1, 2016, the Company acquired 65 percent ownership of China-based GRT, a joint venture manufacturing facility located in the PRC. GRT serves as a global source of TBR tire production for the Company. The segment also had another joint venture in the PRC, PCT, which manufactured and marketed truck and bus radial and bias tires, as well as passenger car and light truck tires for domestic and global markets. The Company sold its ownership interest in this joint venture in November 2014, and the Company began procuring certain TBR and passenger car tires under off-take agreements with PCT through mid-2018, which were subsequently extended and now expire in mid-2020. In December 2017, the Company signed an off-take agreement with Sailun Vietnam, as an additional source of TBR tires. On December 12, 2018, Cooper Vietnam, a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires in addition to the off-take agreement. The new joint venture is expected to begin producing tires in 2020. The segment sells a majority of its tires in the replacement market, with a growing portion also sold to OEMs.

On January 17, 2019, Cooper Tire Europe, a wholly owned subsidiary of the Company, committed to a plan to cease light vehicle tire production at its Melksham, England facility. Light vehicle tire production is expected to be phased out over a period of approximately 10 months. An estimated 300 roles will be eliminated at the site. Cooper Tire Europe will obtain light vehicle tires to meet customer needs from other production sites within the Company's global production network. Approximately 400 roles will remain in Melksham to support the functions that continue there, including motorsports and motorcycle tire production, the materials business, Cooper Tire Europe headquarters, sales and marketing, and the Europe Technical Center.

2018 versus 2017

Sales

Net sales of the International Tire Operations segment increased \$22 million, or 3.6 percent, from 2017. The segment experienced decreased unit volumes (\$33 million), which was more than offset by favorable price and mix (\$33 million) and favorable foreign currency impact (\$22 million) compared with 2017. Unit volume was lower in both China and Europe compared to 2017. Net segment exports to the U.S. decreased compared with 2017.

Operating Profit

Operating profit for the segment decreased \$29 million to an operating loss of \$14 million in 2018. Results for 2018 included a goodwill impairment charge related to GRT (\$34 million), as well as increased manufacturing costs (\$14 million) and unfavorable unit volume (\$4 million). These items were partially offset by lower raw material costs (\$13 million), favorable price and mix (\$8 million) and lower selling, general and administrative costs (\$2 million) compared to 2017.

2017 versus 2016

Sales

Net sales of the International Tire Operations segment increased \$155 million, or 33.4 percent, from 2016. The segment experienced increased unit volumes (\$76 million) and favorable price and mix (\$89 million), which were partially offset by unfavorable foreign currency impact (\$10 million) compared with 2016. Unit volume was higher in China due to increased

sales in the domestic market for both original equipment and replacement tires, while unit volume in Europe declined slightly compared to 2016. Net segment exports to the U.S. increased compared with 2016.

Operating Profit

Operating profit for the segment increased \$1 million to an operating profit of \$15 million in 2017. The segment experienced favorable unit volume (\$11 million), decreased manufacturing costs (\$8 million) and lower other costs (\$2 million). These items were partially offset by unfavorable raw material costs, net of price and mix, (\$20 million) compared to 2016.

Outlook for the Company

In 2019, the Company expects modest unit volume growth compared to 2018.

Operating profit margin is expected to improve throughout the year, with the full year exceeding 2018.

The Company expects its full year 2019 effective tax rate will be in a range between 22 and 25 percent.

The Company expects capital expenditures for 2019 will be in a range between \$190 million and \$210 million. This does not include capital contributions related to Cooper's pro rata share of the previously announced joint venture with Sailun Vietnam or other potential manufacturing footprint investments.

These 2019 expectations include tariffs already in place, but do not include rate changes or additional tariffs that continue to be considered, but have not yet been imposed.

Liquidity and Capital Resources

Sources and uses of cash in operating activities

Net cash provided by operating activities of continuing operations was \$254 million in 2018 compared to \$178 million in 2017. Net income provided \$81 million in 2018 as compared to net income of \$97 million in 2017. In 2018, non-cash items contributed \$249 million, including the benefit of the \$34 million reduction in goodwill due to an impairment charge, compared to \$251 million contributed in 2017, which included a favorable decrease in deferred income taxes due to the re-measurement of U.S. deferred tax assets as a result of the Tax Act. In 2018, changes in working capital used \$76 million, as compared to the usage of \$170 million in 2017. The 2018 usage was driven primarily by the decrease in the Company's pension and postretirement benefit liabilities and increased accounts and notes receivable, partially offset by benefits provided by decreased inventory in 2018, as a result of the management of inventory levels, and favorable movement in accounts payable due to cash management initiatives. The usage of working capital in 2017 was primarily due to increasing inventory levels, decreased pension and postretirement benefit liabilities, unfavorable movement in accounts payable and the decline of the Company's long-term product liability accrual.

Net cash provided by operating activities of continuing operations was \$178 million in 2017 compared to \$315 million in 2016. Net income provided \$97 million and \$251 million in 2017 and 2016, respectively. Net income in 2017 included the benefit of \$39 million related to lower product liability expense, changes in the amount of reserves for cases where sufficient information is known to estimate a liability, and changes in assumptions. Other non-cash items totaled \$251 million in 2017 compared to \$199 million in 2016. The increase in 2017 was due to the re-measurement of U.S. deferred tax assets as result of the Tax Act. Changes in working capital consumed \$170 million and \$135 million in 2017 and 2016, respectively. The additional consumption in 2017 was the result of several unfavorable cash flow movements in 2017, including the decline of the Company's long-term product liability accrual, decreased pension and postretirement benefit liabilities and unfavorable movement in accounts payable.

Sources and uses of cash in investing activities

Net cash used in investing activities reflect capital expenditures of \$193 million, \$197 million and \$175 million in 2018, 2017 and 2016, respectively.

In 2016, the Company invested \$6 million to purchase 65 percent of GRT, net of \$8 million of cash acquired.

The Company's capital expenditure commitments at December 31, 2018 were \$88 million and are included in the "Purchase Obligations" line of the Contractual Obligations table, which appears later in this section.

Sources and uses of cash in financing activities

In 2018, the Company repaid \$20 million of short-term debt at its Asian operations. In 2016, the Company added \$10 million of short-term debt at its Asian operations.

The Company repurchased \$30 million, \$91 million and \$108 million of its common stock in 2018, 2017 and 2016, respectively, as part of the Company's share repurchase program authorized by the Board of Directors.

Dividends paid on the Company's common shares were \$21 million, \$22 million and \$23 million in 2018, 2017 and 2016, respectively. The Company has maintained a quarterly dividend of 10.5 cents per share in each quarter during the three years ended December 31, 2018. No dividend was paid to the noncontrolling shareholder in COOCSA in 2018. Dividends paid to the noncontrolling shareholder in COOCSA were less than \$1 million in each of 2017 and 2016.

In 2018, 2017, and 2016, stock options were exercised to acquire common stock shares of 16,111, 210,125 and 166,434, respectively. The cash impact of these exercises was \$0.3 million, \$4 million and \$4 million in 2018, 2017 and 2016, respectively. Employee taxes paid as a result of shares withheld in conjunction with stock compensation activity were \$2 million, \$7 million and \$3 million in 2018, 2017, and 2016, respectively.

Available cash, credit facilities and contractual commitments

At December 31, 2018, the Company had cash and cash equivalents of \$356 million.

Domestically, the Company has a revolving credit facility with a consortium of banks that provides up to \$400 million based on available collateral, including a \$110 million letter of credit subfacility, and is set to expire in February 2023.

The Company also has an accounts receivable securitization facility with a borrowing limit of up to \$150 million, based on available collateral, which expires in February 2021.

These credit facilities are undrawn, other than to secure letters of credit, at December 31, 2018. The Company's additional borrowing capacity under these facilities, net of amounts used to back letters of credit and based on available collateral at December 31, 2018, was \$494 million.

The Company's operations in Asia have annual renewable unsecured credit lines that provide up to \$65 million of borrowings and do not contain significant financial covenants. The additional borrowing capacity on the Asian credit lines totaled \$50 million at December 31, 2018.

At December 31, 2018, \$174 million of unsecured notes due in December 2019 are classified within the current portion of long-term debt. The Company intends to finance all or a portion of the maturing debt through borrowings.

The Company believes that its cash and cash equivalent balances, along with available cash from operating cash flows and credit facilities, will be adequate to fund its typical needs, including working capital requirements, projected capital expenditures, including its portion of capital expenditures in its partially-owned subsidiaries, capital contributions in the joint venture with Sailun Vietnam, dividend and share repurchase goals and maturing long-term debt. The Company also believes it has access to additional funds from capital markets to fund potential strategic initiatives and to finance maturing long-term debt. The entire amount of short-term notes payable outstanding at December 31, 2018 is debt of consolidated subsidiaries. The Company expects its subsidiaries to refinance or pay these amounts within the next twelve months.

The Company's cash requirements relating to contractual obligations at December 31, 2018 are summarized in the following table:

| Contractual Obligations | Payment Due by Period | | | | | | |
|---|-----------------------|-------------------|-------------------|------------------|------------------|------------------|-------------------|
| | Total | 2019 | 2020 | 2021 | 2022 | 2023 | After 2023 |
| Unsecured notes | \$ 290,458 | \$ 173,578 | \$ — | \$ — | \$ — | \$ — | \$ 116,880 |
| Capital lease obligations and other | 6,245 | 1,182 | — | 5,063 | — | — | — |
| Interest on debt and capital lease obligations | 88,150 | 23,127 | 9,241 | 8,994 | 8,912 | 8,912 | 28,964 |
| Operating leases | 125,729 | 31,711 | 27,861 | 17,158 | 12,951 | 9,324 | 26,724 |
| Notes payable (a) | 15,288 | 15,288 | — | — | — | — | — |
| Purchase obligations (b) | 308,812 | 253,967 | 54,845 | — | — | — | — |
| Postretirement benefits other than pensions (c) | 251,798 | 15,344 | 15,927 | 16,238 | 16,446 | 16,557 | 171,286 |
| Pensions (d) | 148,250 | 45,000 | 40,000 | 25,000 | 20,000 | 15,000 | 3,250 |
| Income taxes payable (e) | 20,145 | — | 1,372 | — | 2,614 | 7,181 | 8,978 |
| Other obligations (f) | 33,158 | 10,509 | 1,340 | 2,165 | 972 | 520 | 17,652 |
| Total contractual cash obligations | \$ 1,288,033 | \$ 569,706 | \$ 150,586 | \$ 74,618 | \$ 61,895 | \$ 57,494 | \$ 373,734 |

- (a) Financing obtained from financial institutions in the PRC to support the Company's operations there.
- (b) Purchase commitments for capital expenditures, TBR truck tires and raw materials, principally natural rubber, made in the ordinary course of business.
- (c) Represents benefit payments for postretirement benefits other than pension liabilities.
- (d) Represents Company contributions to retirement trusts based on current assumptions.
- (e) Represents income taxes payable related to the deemed repatriation tax on undistributed earnings of foreign subsidiaries under the Tax Act, as based on the Company's most recently filed tax returns, as well as anticipated state income tax obligations.
- (f) Includes stock-based liabilities, warranty reserve, deferred compensation, nonqualified benefit plans and other non-current liabilities.

Credit agency ratings

Standard & Poor's has rated the Company's long-term corporate credit and senior unsecured debt at BB with a stable outlook. Moody's Investors Service has assigned a Ba3 corporate family rating and a B1 rating to senior unsecured debt with a stable outlook.

New Accounting Standards

For a discussion of recent accounting pronouncements and their impact on the Company, see the "Significant Accounting Policies - Accounting Pronouncements" note to the consolidated financial statements.

Critical Accounting Policies

"Management's Discussion and Analysis of Financial Condition and Results of Operations" discusses the Company's consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the U.S. When more than one accounting principle, or the method of its application, is generally accepted, the Company selects the principle or method that is appropriate in its specific circumstances. The Company's accounting policies are more fully described in the "Significant Accounting Policies" note to the consolidated financial statements. Application of these accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses during the reporting period. Management bases its estimates and judgments on historical experience and on other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. The Company believes that of its significant accounting policies, the following may involve a higher degree of judgment or estimation than other accounting policies.

Product liability

The Company is a defendant in various product liability claims brought in numerous jurisdictions in which individuals seek damages resulting from motor vehicle accidents allegedly caused by defective tires manufactured by the Company. Each of the product liability claims faced by the Company generally involves different types of tires and circumstances surrounding the accident such as different applications, vehicles, speeds, road conditions, weather conditions, driver error, tire repair and maintenance practices, service life conditions, as well as different jurisdictions and different injuries. In addition, in many of the Company's product liability lawsuits the plaintiff alleges that his or her harm was caused by one or more co-defendants who acted independently of the Company. Accordingly, both the claims asserted and the resolutions of those claims have an enormous amount of variability. The aggregate amount of damages asserted at any point in time is not determinable since often times when claims are filed, the plaintiffs do not specify the amount of damages. Even when there is an amount alleged, at times the amount is wildly inflated and has no rational basis.

The fact that the Company is a defendant in product liability lawsuits is not surprising given the current litigation climate, which is largely confined to the United States. However, the fact that the Company is subject to claims does not indicate that there is a quality issue with the Company's tires. The Company sells approximately 30 to 35 million passenger car, light truck, SUV, TBR and motorcycle tires per year in North America. The Company estimates that approximately 300 million Company-produced tires made up of thousands of different specifications are still on the road in North America. While tire disablements do occur, it is the Company's and the tire industry's experience that the vast majority of tire failures relate to service-related conditions, which are entirely out of the Company's control, such as failure to maintain proper tire pressure, improper maintenance, improper repairs, road hazard and excessive speed.

The Company accrues costs for product liability at the time a loss is probable and the amount of loss can be estimated. The Company believes the probability of loss can be established and the amount of loss can be estimated only after certain minimum information is available, including verification that Company-produced product were involved in the incident giving rise to the claim, the condition of the product purported to be involved in the claim, the nature of the incident giving rise to the claim and the extent of the purported injury or damages. In cases where such information is known, each product liability claim is evaluated based on its specific facts and circumstances. A judgment is then made to determine the requirement for establishment or revision of an accrual for any potential liability. Adjustments to estimated reserves are recorded in the period in which the change in estimate occurs. The liability often cannot be determined with precision until the claim is resolved.

Pursuant to ASU 450 "Contingencies," the Company accrues the minimum liability for each known claim when the estimated outcome is a range of probable loss and no one amount within that range is more likely than another. The Company uses a range of losses because an average cost would not be meaningful since the product liability claims faced by the Company are unique and widely variable, and accordingly, the resolutions of those claims have an enormous amount of variability. The costs have ranged from zero dollars to \$33 million in one case with no "average" that is meaningful. No specific accrual is made for individual unasserted claims or for premature claims, asserted claims where the minimum information needed to evaluate the probability of a liability is not yet known. However, an accrual for such claims based, in part, on management's expectations for future litigation activity and the settled claims history is maintained. The Company periodically reviews such estimates and any adjustments for changes in reserves are recorded in the period in which the change in estimate occurs. Because of the speculative nature of litigation in the U.S., the Company does not believe a meaningful aggregate range of potential loss for asserted and unasserted claims can be determined. While the Company believes its reserves are reasonably

stated, it is possible an individual claim from time to time may result in an aberration from the norm and could have a material impact.

The time frame for the payment of a product liability claim is too variable to be meaningful. From the time a claim is filed to its ultimate disposition depends on the unique nature of the case, how it is resolved - claim dismissed, negotiated settlement, trial verdict or appeals process - and is highly dependent on jurisdiction, specific facts, the plaintiff's attorney, the court's docket and other factors. Given that some claims may be resolved in weeks and others may take five years or more, it is impossible to predict with any reasonable reliability the time frame over which the accrued amounts may be paid.

The Company regularly reviews the probable outcome of outstanding legal proceedings and the availability and limits of the insurance coverage, and accrues for such legal proceedings at the time a loss is probable and the amount of the loss can be estimated. As part of its regular review, the Company monitors trends that may affect its ultimate liability and analyzes the developments and variables likely to affect pending and anticipated claims against the Company and the reserves for such claims. The Company utilizes claims experience, as well as trends and developments in the litigation climate, in estimating its required accrual. Based on the Company's quarterly review completed in the third quarter of 2018, the Company reduced its estimate of pending and anticipated product liability claims, which resulted in a benefit of \$31 million in the quarter. In the third quarter of 2017, a similar review was performed and the Company recognized a benefit of \$41 million in the third quarter of 2017. The reduced estimate of pending and anticipated product liability claims, coupled with normal activity, including the addition of another year of self-insured incidents, settlements and changes in the amount of reserves, the Company decreased its accrual from \$130 million at December 31, 2017 to \$112 million at December 31, 2018.

The addition of another year of self-insured incidents accounted for an increase of \$42 million in the Company's product liability reserve in 2018. Settlements, changes in the amount of reserves for cases where sufficient information is known to estimate a liability, and changes in assumptions decreased the liability by \$39 million.

During 2018 the Company paid \$21 million and during 2017, the Company paid \$56 million to resolve cases and claims. The Company's product liability reserve balance at December 31, 2018 totaled \$112 million (the current portion of \$31 million is included in Accrued liabilities and the long-term portion is included in Other long-term liabilities on the Consolidated Balance Sheets), and the balance at December 31, 2017 totaled \$130 million (current portion of \$45 million).

The product liability expense reported by the Company includes amortization of insurance premium costs, adjustments to settlement reserves and legal costs incurred in defending claims against the Company. Legal costs are expensed as incurred and product liability insurance premiums are amortized over coverage periods.

Product liability expense totaled \$18 million, \$26 million and \$65 million in 2018, 2017 and 2016. Product liability expenses are included in Cost of products sold in the Consolidated Statements of Income.

Income Taxes

The Company is required to make certain estimates and judgments to determine income tax expense for financial statement purposes. The more critical estimates and judgments include assessing uncertain tax positions and measuring unrecognized tax benefits, determining whether deferred tax assets will be realized and whether foreign earnings will be indefinitely reinvested. Changes to these estimates may result in an increase or decrease to tax expense in subsequent periods.

The calculation of tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations in a multitude of jurisdictions across the Company's global operations. The Company applies the rules under ASC 740-10 "Accounting for Uncertainty in Income Taxes" for uncertain tax positions using a "more likely than not" recognition threshold. Pursuant to these rules, the Company will initially recognize the financial statement effects of a tax position when it is more likely than not, based on the technical merits of the tax position, that such a position will be sustained upon examination by the relevant tax authorities. If the tax benefit meets the "more likely than not" threshold, the measurement of the tax benefit will be based on the Company's estimate of the ultimate amount to be sustained if audited by the taxing authority. The Company recognizes tax liabilities in accordance with ASC 740-10 and adjusts these liabilities when judgment changes as a result of the evaluation of new information not previously available. Based upon the outcome of tax examinations, judicial proceedings, or expiration of statutes of limitations, it is reasonably possible that the ultimate resolution of these unrecognized tax benefits may result in a payment that is materially different from the current estimate of the tax liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which new information is available.

The Company's liability for unrecognized tax benefits, exclusive of interest, totaled approximately \$7 million at December 31, 2018. In accordance with Company policy, certain U.S. federal liabilities relating to 2014 were released following the lapse of statute. The unrecognized tax benefits at December 31, 2018 relate to uncertain tax positions in tax years 2013 through 2018.

The Company must assess the likelihood that it will be able to recover its deferred tax assets. Deferred income taxes arise from temporary differences between the tax and financial statement recognition of revenue and expense. In evaluating the

Company's ability to recover deferred tax assets within the jurisdiction from which they arise, all available positive and negative evidence is considered, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax-planning strategies and results of recent operations. In projecting future taxable income, the Company begins with historical results adjusted for the results of discontinued operations and changes in accounting policies, and incorporates assumptions including the amount of future state, federal and foreign pretax operating income, the reversal of temporary differences and the implementation of feasible and prudent tax-planning strategies. These assumptions require significant judgment about the forecasts of future taxable income and are consistent with the plans and estimates the Company uses to manage the underlying businesses. In evaluating the objective evidence that historical results provide, the Company considers three years of cumulative operating income (loss).

The Company continues to maintain a valuation allowance against a portion of its U.S. and non-U.S. deferred tax asset position at December 31, 2018, as it cannot assure the utilization of these assets before they expire. In the U.S., the Company has offset a portion of its deferred tax asset relating primarily to a loss carryforward by a valuation allowance of \$2 million. In addition, the Company has recorded valuation allowances of \$21 million relating primarily to non-U.S. pension and net operating loss deferred tax assets for a total valuation allowance of \$23 million. In conjunction with the Company's ongoing review of its actual results and anticipated future earnings, the Company will continue to reassess the possibility of releasing all or part of the valuation allowances currently in place when they are deemed to be realizable.

The Company generally considers the earnings of certain non-U.S. subsidiaries to be indefinitely reinvested outside the U.S. on the basis of estimates that future domestic cash generation will be sufficient to meet future domestic cash needs. Prior to enactment of the Tax Act, the Company did not recognize a deferred tax liability related to the U.S. federal and state income taxes and foreign withholding taxes on unremitted foreign earnings because it overcame the presumption of the repatriation of those earnings. Upon enactment of the Tax Act, the Transition Tax was recorded based on approximately \$495 million of unremitted foreign earnings. During 2018, the Company re-evaluated its position on potential earnings repatriation and has concluded that repatriation implications of the Tax Act had no impact on its indefinite reinvestment assertion.

Impairment of long-lived assets, including goodwill

The Company's long-lived assets include property, plant and equipment and other assets that are intangibles, including goodwill. If an indicator of impairment exists for certain groups of property, plant and equipment or definite-lived intangible assets, the Company will compare the forecasted undiscounted cash flows attributable to the assets to their carrying values. If the carrying values exceed the undiscounted cash flows, the Company then determines the fair values of the assets. If the carrying values of the assets exceed the fair values of the assets, an impairment charge is recognized for the difference.

The Company assesses the potential impairment of its indefinite-lived assets, including goodwill, at least annually or when events or circumstances indicate impairment may have occurred. The carrying value of these assets is compared to their fair value. If the carrying values exceed the fair values, an impairment charge equal to that excess is recorded.

In December 2018, the Company announced a joint venture agreement with Sailun Vietnam to build a new TBR tire production plant in Vietnam. The capacity created by this planned facility will decrease expected production requirements for Cooper's GRT joint venture in China. The Company included the expected impact of the new Vietnam joint venture in performing its annual goodwill impairment assessment on GRT. Based on the assessment performed, the goodwill balance was deemed to be fully impaired and resulted in a fourth quarter 2018 goodwill impairment charge of \$34 million.

The Company cannot predict the occurrence of future impairment-triggering events. Such events may include, but are not limited to, significant industry or economic trends and strategic decisions made in response to changes in the economic and competitive conditions impacting the Company's businesses.

Pension and postretirement benefits

The Company has recorded significant pension liabilities in the U.S. and the U.K. and other postretirement benefit ("OPEB") liabilities in the U.S. that are developed from actuarial valuations. The determination of the Company's pension liabilities requires key assumptions regarding discount rates used to determine the present value of future benefit payments and expected returns on plan assets. The discount rate is also significant to the development of OPEB liabilities. The Company determines these assumptions in consultation with its investment advisers and actuaries.

The discount rate reflects the rate used to estimate the value of the Company's pension and OPEB liabilities for which they could be settled at the end of the year. When determining the discount rate, the Company discounted the expected pension disbursements over the next one hundred years using spot rates from a high quality corporate bond yield curve and computed a single equivalent rate. Based upon this analysis, the Company used a discount rate of 4.05 percent to measure its U.S. pension liabilities at December 31, 2018, which is higher than the 3.50 percent used at December 31, 2017. Similarly, the Company

discounted the expected disbursements of its OPEB liabilities and, based upon this analysis, the Company used a discount rate of 4.05 percent to measure its OPEB liabilities at December 31, 2018, which is higher than the 3.50 percent used at December 31, 2017. A similar analysis was completed in the U.K. and the Company increased the discount rate used to measure its U.K. pension liabilities to 2.80 percent at December 31, 2018 from 2.50 percent at December 31, 2017.

The effects of a hypothetical change in discount rate may be nonlinear and asymmetrical for future years as the change in discount rate and the corresponding accounting are applied. Holding all other assumptions constant, an increase or decrease of 25 basis points in the December 31, 2018, discount rate assumption would have the following estimated effects on the December 31, 2018 pension and other post-retirement benefit obligations and 2019 expected pension and other post-retirement expense:

| <u>\$ increase (decrease) in thousands</u> | <u>25 Basis Point Decrease in Discount Rate</u> | <u>25 Basis Point Increase in Discount Rate</u> |
|--|---|---|
| Pension expense | \$ 2,198 | \$ (2,143) |
| Other post-retirement benefit expense | (259) | 207 |
| Pension obligation | 28,065 | (26,758) |
| Other post-retirement benefit obligation | 7,238 | (6,891) |

The assumed long-term rate of return on pension plan assets is applied to the market value of plan assets to derive a reduction to pension expense that approximates the expected average rate of asset investment return over ten or more years. A decrease in the expected long-term rate of return will increase pension expense, whereas an increase in the expected long-term rate will reduce pension expense. Decreases in the level of actual plan assets will serve to increase the amount of pension expense, whereas increases in the level of actual plan assets will serve to decrease the amount of pension expense. Any shortfall in the actual return on plan assets from the expected return will increase pension expense in future years due to the amortization of the shortfall, whereas any excess in the actual return on plan assets from the expected return will reduce pension expense in future periods due to the amortization of the excess.

The Company's investment strategy is to manage the plans' asset allocation relative to the liability profile and funded status of the plans. It is expected that as the plan's funded status improves, the portfolio will take less risk as to preserve the funded status of the plan framework. The plans follow a glide path whereby a target return-seeking allocation is followed based upon a given funded ratio level. The plans' position with respect to the glide path is monitored and asset allocation and strategy changes to the plans' portfolio are made as appropriate. The plans' strategy is also monitored in relation to the capital markets, interest rates, and the regulatory environment. The Company's current asset allocation for U.S. plans' assets is 68 percent in fixed income collective trust funds, 26 percent in equity collective trust funds, 3 percent in other investment based collective trust funds and 3 percent in cash. The Company's current asset allocation for U.K. plan assets is 70 percent in fixed income securities, 17 percent in equity securities, 12 percent in other investments, and 1 percent in cash. The Company determines the annual rate of return on pension assets by first analyzing the composition of its asset portfolio. Historical rates of return are applied to the portfolio and may be adjusted based on a review by the Company's investment advisers and actuaries. Industry comparables and other outside guidance are also considered in the annual selection of the expected rates of return on pension assets.

The actual return on U.S. pension plans' assets was a loss of approximately 3.50 percent in 2018 compared to an asset gain of approximately 14.22 percent in 2017. The actual return on U.K. pension plan assets was a loss of approximately 2.23 percent in 2018 compared to an asset gain of 8.28 percent in 2017. The Company's estimate for the expected long-term return on its U.S. plan assets used to derive 2018 and 2017 pension expense was 6.25 percent and 6.50 percent, respectively. The expected long-term return on U.K. plan assets used to derive the 2018 and 2017 pension expense was 3.20 percent and 3.30 percent, respectively. Holding all other assumptions constant, an increase or decrease of 25 basis points in our December 31, 2018 expected return on assets assumption would increase or decrease the net periodic benefit cost by \$2,245, respectively.

The Company has accumulated net deferred losses resulting from the shortfalls and excesses in actual returns on pension plan assets from expected returns and, in the measurement of pensions and OPEB liabilities, decreases and increases in the discount rate and differences between actuarial assumptions and actual experience totaling \$438 million at December 31, 2018. These amounts are being amortized in accordance with the corridor amortization requirements of U.S. GAAP over periods ranging from 8 years to 10 years. Amortization of these net deferred losses was \$37 million in 2018 and \$42 million in 2017.

The Company has implemented household caps on the amounts of retiree medical benefits it will provide to certain retirees in the U.S. The caps do not apply to individuals who retired prior to certain specified dates. Costs in excess of these caps will be paid by plan participants. The Company implemented increased cost sharing in 2004 in the retiree medical coverage provided to certain eligible current and future retirees. Since then, cost sharing has expanded such that nearly all covered retirees pay a charge to be enrolled.

In accordance with U.S. GAAP, the Company recognizes the funded status (i.e., the difference between the fair value of plan assets and the projected benefit obligation) of its pension and OPEB plans and the net unrecognized actuarial losses and unrecognized prior service costs in the consolidated balance sheets. The unrecognized actuarial losses and unrecognized prior service costs (components of Accumulated other comprehensive loss in the Equity section of the balance sheet) will be subsequently recognized as net periodic benefit costs pursuant to the Company's historical accounting policy for amortizing such amounts. Further, actuarial gains and losses that arise in subsequent periods and are not recognized as net periodic benefit costs in the same periods will be recognized as a component of other comprehensive income.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is exposed to fluctuations in interest rates and currency exchange rates from its financial instruments. The Company actively monitors its exposure to risk from changes in foreign currency exchange rates and interest rates. Derivative financial instruments are used to reduce the impact of these risks. See the "Significant Accounting Policies - Derivative financial instruments" and "Fair Value of Financial Instruments" notes to the consolidated financial statements for additional information.

The Company has estimated its market risk exposures using sensitivity analyses. These analyses measure the potential loss in future earnings, cash flows or fair values of market sensitive instruments resulting from a hypothetical ten percent change in interest rates or foreign currency exchange rates.

A decrease in interest rates by ten percent of the actual rates would have adversely affected the fair value of the Company's fixed-rate, long-term debt by approximately \$6 million at both December 31, 2018 and 2017.

An increase in interest rates by ten percent of the actual rates for the Company's floating rate long-term debt obligations would not have been material to the Company's results of operations and cash flows.

To manage the volatility of currency exchange exposures related to future sales and purchases in foreign currencies, the Company first nets the exposures to take advantage of natural offsets. Then, for the residual portion, the Company enters into forward exchange contracts with maturities of less than 12 months pursuant to the Company's policies and hedging practices. The changes in fair value of these hedging instruments are offset, in part or in whole, by corresponding changes in the fair value of cash flows of the underlying exposures being hedged. The Company's unprotected exposures to earnings and cash flow fluctuations due to changes in foreign currency exchange rates were not significant at December 31, 2018 and 2017.

The Company enters into foreign exchange contracts to manage its exposure to foreign currency denominated receivables and payables. The impact from a ten percent change in foreign currency exchange rates on the Company's foreign currency denominated obligations and related foreign exchange contracts would not have been material to the Company's results of operations and cash flows.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CONSOLIDATED STATEMENTS OF INCOME

(Dollar amounts in thousands except per share amounts)

| | Year Ended December 31, | | |
|---|-------------------------|--------------|--------------|
| | 2018 | 2017 | 2016 |
| Net sales | \$ 2,808,062 | \$ 2,854,656 | \$ 2,924,869 |
| Cost of products sold | 2,364,769 | 2,303,261 | 2,234,786 |
| Gross profit | 443,293 | 551,395 | 690,083 |
| Selling, general and administrative expense | 244,221 | 242,148 | 252,625 |
| Goodwill impairment charge | 33,827 | — | — |
| Operating profit | 165,245 | 309,247 | 437,458 |
| Interest expense | (32,181) | (32,048) | (26,604) |
| Interest income | 10,216 | 7,362 | 4,378 |
| Other pension and postretirement benefit expense | (27,806) | (37,523) | (53,071) |
| Other non-operating (expense) income | (1,416) | (3,113) | 4,932 |
| Income before income taxes | 114,058 | 243,925 | 367,093 |
| Provision for income taxes | 33,495 | 147,180 | 115,799 |
| Net income | 80,563 | 96,745 | 251,294 |
| Net income attributable to noncontrolling shareholders' interests | 3,977 | 1,345 | 2,913 |
| Net income attributable to Cooper Tire & Rubber Company | \$ 76,586 | \$ 95,400 | \$ 248,381 |
| Earnings per share: | | | |
| Basic | \$ 1.52 | \$ 1.83 | \$ 4.56 |
| Diluted | \$ 1.51 | \$ 1.81 | \$ 4.51 |

See Notes to Consolidated Financial Statements, pages 44 to 79.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Dollar amounts in thousands except per share amounts)

| | Year Ended December 31, | | |
|---|-------------------------|------------|------------|
| | 2018 | 2017 | 2016 |
| Net income | \$ 80,563 | \$ 96,745 | \$ 251,294 |
| Other comprehensive income (loss): | | | |
| Cumulative currency translation adjustments | (24,430) | 38,850 | (57,954) |
| Financial instruments: | | | |
| Change in the fair value of derivatives | 2,628 | (2,473) | (2,371) |
| Income tax (provision) benefit on derivative instruments | (827) | 855 | 884 |
| Financial instruments, net of tax | 1,801 | (1,618) | (1,487) |
| Postretirement benefit plans: | | | |
| Amortization of actuarial loss | 37,203 | 42,570 | 43,624 |
| Amortization of prior service credit | (541) | (566) | (566) |
| Actuarial gain (loss) | 9,209 | 13,385 | (39,689) |
| Pension settlement charges | — | — | 12,262 |
| Income tax provision on postretirement benefit plans | (8,326) | (14,718) | (9,299) |
| Foreign currency translation effect | (264) | (7,855) | 13,152 |
| Postretirement benefit plans, net of tax | 37,281 | 32,816 | 19,484 |
| Other comprehensive income (loss) | 14,652 | 70,048 | (39,957) |
| Comprehensive income | 95,215 | 166,793 | 211,337 |
| Less comprehensive income (loss) attributable to noncontrolling shareholders' interests | 1,740 | 4,720 | (1,660) |
| Comprehensive income attributable to Cooper Tire & Rubber Company | \$ 93,475 | \$ 162,073 | \$ 212,997 |

See Notes to Consolidated Financial Statements, pages 44 to 79.

CONSOLIDATED BALANCE SHEETS
(Dollar amounts in thousands)

| | December 31, | |
|--|--------------|--------------|
| | 2018 | 2017 |
| ASSETS | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 356,254 | \$ 371,684 |
| Notes receivable | 5,737 | 13,753 |
| Accounts receivable, less allowances of \$5,836 at 2018 and \$7,570 at 2017 | 546,905 | 528,250 |
| Inventories: | | |
| Finished goods | 338,133 | 365,672 |
| Work in process | 27,265 | 31,000 |
| Raw materials and supplies | 114,582 | 115,085 |
| Total inventories | 479,980 | 511,757 |
| Other current assets | 67,856 | 63,063 |
| Total current assets | 1,456,732 | 1,488,507 |
| Property, plant and equipment: | | |
| Land and land improvements | 52,668 | 52,683 |
| Buildings | 314,555 | 311,199 |
| Machinery and equipment | 1,981,857 | 1,890,210 |
| Molds, cores and rings | 238,911 | 220,528 |
| Total property, plant and equipment | 2,587,991 | 2,474,620 |
| Less: Accumulated depreciation | 1,586,070 | 1,507,873 |
| Property, plant and equipment, net | 1,001,921 | 966,747 |
| Goodwill | 18,851 | 54,613 |
| Intangibles, net of accumulated amortization of \$112,621 at 2018 and \$93,353 at 2017 | 120,321 | 133,256 |
| Restricted cash | 2,025 | 1,422 |
| Deferred income tax assets | 28,146 | 58,665 |
| Other assets | 6,209 | 4,715 |
| Total assets | \$ 2,634,205 | \$ 2,707,925 |

See Notes to Consolidated Financial Statements, pages 44 to 79.

CONSOLIDATED BALANCE SHEETS

(Dollar amounts in thousands, except par value amounts)

(Continued)

| | December 31, | |
|---|--------------|-----------|
| | 2018 | 2017 |
| LIABILITIES AND EQUITY | | |
| Current liabilities: | | |
| Notes payable | \$ 15,288 | \$ 39,450 |
| Accounts payable | 286,671 | 277,060 |
| Accrued liabilities | 282,650 | 280,666 |
| Income taxes payable | 975 | 6,954 |
| Current portion of long-term debt | 174,760 | 1,413 |
| Total current liabilities | 760,344 | 605,543 |
| Long-term debt | 121,284 | 295,987 |
| Postretirement benefits other than pensions | 236,454 | 256,888 |
| Pension benefits | 147,950 | 219,534 |
| Other long-term liabilities | 135,730 | 144,217 |
| Equity: | | |
| Preferred stock, \$1 par value; 5,000,000 shares authorized; none issued | | |
| Common stock, \$1 par value; 300,000,000 shares authorized; 87,850,292 shares issued at 2018 and 2017 | 87,850 | 87,850 |
| Capital in excess of par value | 21,124 | 20,740 |
| Retained earnings | 2,449,714 | 2,394,372 |
| Accumulated other comprehensive loss | (461,589) | (478,478) |
| Parent stockholders' equity before treasury stock | 2,097,099 | 2,024,484 |
| Less: Common shares in treasury at cost (37,776,659 at 2018 and 36,908,553 at 2017) | (925,056) | (897,388) |
| Total parent stockholders' equity | 1,172,043 | 1,127,096 |
| Noncontrolling shareholders' interests in consolidated subsidiaries | 60,400 | 58,660 |
| Total equity | 1,232,443 | 1,185,756 |
| Total liabilities and equity | 2,634,205 | 2,707,925 |

See Notes to Consolidated Financial Statements, pages 44 to 79.

CONSOLIDATED STATEMENTS OF EQUITY

(Dollar amounts in thousands except per share amounts)

| | Common Stock \$1 Par Value | Capital in Excess of Par Value | Retained Earnings | Cumulative Other Comprehensive Income (Loss) | Common Shares in Treasury | Total Parent Stockholders' Equity | Noncontrolling Shareholders' Interests in Consolidated Subsidiaries | Total |
|---|----------------------------------|---|----------------------|---|---------------------------------|---|---|---------------------|
| Balance at December 31, 2015 | \$ 87,850 | \$ 16,306 | \$ 2,095,923 | \$ (509,767) | \$ (711,064) | \$ 979,248 | \$ 38,363 | \$ 1,017,611 |
| Net income | — | — | 248,381 | — | — | 248,381 | 2,913 | 251,294 |
| Other comprehensive loss | — | — | — | (35,384) | — | (35,384) | (4,573) | (39,957) |
| Comprehensive income (loss) | — | — | 248,381 | (35,384) | — | 212,997 | (1,660) | 211,337 |
| Dividends payable to noncontrolling shareholder | — | — | — | — | — | — | (804) | (804) |
| Acquisition of business | — | — | — | — | — | — | 18,323 | 18,323 |
| Share repurchase program | — | — | — | — | (107,999) | (107,999) | — | (107,999) |
| Stock compensation plans, including tax benefit of \$274 | — | 9,570 | (52) | — | 5,078 | 14,596 | — | 14,596 |
| Cash dividends - \$0.42 per share | — | — | (22,828) | — | — | (22,828) | — | (22,828) |
| Balance at December 31, 2016 | 87,850 | 25,876 | 2,321,424 | (545,151) | (813,985) | 1,076,014 | 54,222 | 1,130,236 |
| Net income | — | — | 95,400 | — | — | 95,400 | 1,345 | 96,745 |
| Other comprehensive income | — | — | — | 66,673 | — | 66,673 | 3,375 | 70,048 |
| Comprehensive income | — | — | 95,400 | 66,673 | — | 162,073 | 4,720 | 166,793 |
| Dividends payable to noncontrolling shareholder | — | — | — | — | — | — | (282) | (282) |
| Share repurchase program | — | — | — | — | (90,868) | (90,868) | — | (90,868) |
| Stock compensation plans | — | (5,136) | (538) | — | 7,465 | 1,791 | — | 1,791 |
| Cash dividends - \$0.42 per share | — | — | (21,914) | — | — | (21,914) | — | (21,914) |
| Balance at December 31, 2017 | 87,850 | 20,740 | 2,394,372 | (478,478) | (897,388) | 1,127,096 | 58,660 | 1,185,756 |
| Net income | — | — | 76,586 | — | — | 76,586 | 3,977 | 80,563 |
| Other comprehensive income | — | — | — | 16,889 | — | 16,889 | (2,237) | 14,652 |
| Comprehensive income | — | — | 76,586 | 16,889 | — | 93,475 | 1,740 | 95,215 |
| Share repurchase program | — | — | — | — | (30,183) | (30,183) | — | (30,183) |
| Stock compensation plans | — | 384 | (106) | — | 2,515 | 2,793 | — | 2,793 |
| Cash dividends - \$0.42 per share | — | — | (21,138) | — | — | (21,138) | — | (21,138) |
| Balance at December 31, 2018 | \$ 87,850 | \$ 21,124 | \$ 2,449,714 | \$ (461,589) | \$ (925,056) | \$ 1,172,043 | \$ 60,400 | \$ 1,232,443 |

See Notes to Consolidated Financial Statements, pages 44 to 79.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollar amounts in thousands)

| | Year Ended December 31, | | |
|--|-------------------------|-------------------|-------------------|
| | 2018 | 2017 | 2016 |
| Operating activities: | | | |
| Net income | \$ 80,563 | \$ 96,745 | \$ 251,294 |
| Adjustments to reconcile net income to net cash from operations: | | | |
| Depreciation and amortization | 147,161 | 140,228 | 130,257 |
| Deferred income taxes | 30,519 | 61,571 | (12,350) |
| Stock-based compensation | 3,868 | 4,009 | 13,570 |
| Change in LIFO inventory reserve | (3,026) | 2,981 | 11,990 |
| Amortization of unrecognized postretirement benefits | 36,662 | 42,004 | 43,058 |
| Goodwill impairment charge | 33,827 | — | — |
| Pension settlement charges | — | — | 12,262 |
| Changes in operating assets and liabilities: | | | |
| Accounts and notes receivable | (19,729) | (18,646) | (42,530) |
| Inventories | 27,438 | (31,820) | (77,872) |
| Other current assets | (2,080) | (15,648) | 3,831 |
| Accounts payable | 10,646 | (31,217) | 13,128 |
| Accrued liabilities | 7,635 | (12,226) | (22,286) |
| Pension and postretirement benefits | (77,883) | (54,385) | (29,853) |
| Other items | (21,298) | (5,972) | 20,168 |
| Net cash from operating activities | 254,303 | 177,624 | 314,667 |
| Investing activities: | | | |
| Additions to property, plant and equipment and capitalized software | (193,299) | (197,186) | (175,437) |
| Acquisition of business, net of cash acquired | — | — | (5,928) |
| Proceeds from the sale of assets | 160 | 278 | 337 |
| Net cash used in investing activities | (193,139) | (196,908) | (181,028) |
| Financing activities: | | | |
| Net (payments on) issuances of short-term debt | (20,027) | (1,507) | 10,019 |
| Repayments of long-term debt | (1,395) | (2,421) | (935) |
| Payment of financing fees | (1,230) | — | — |
| Repurchase of common stock | (30,183) | (90,868) | (107,999) |
| Payments of employee taxes withheld from share-based awards | (2,111) | (7,002) | (2,948) |
| Payment of dividends to noncontrolling shareholders | — | (282) | (804) |
| Payment of dividends to Cooper Tire & Rubber Company stockholders | (21,138) | (21,914) | (22,828) |
| Issuance of common shares related to stock-based compensation | 306 | 4,224 | 3,950 |
| Excess tax benefits on stock-based compensation | — | — | 274 |
| Net cash used in financing activities | (75,778) | (119,770) | (121,271) |
| Effects of exchange rate changes on cash | 554 | 7,111 | (11,178) |
| Net change in cash, cash equivalents and restricted cash | (14,060) | (131,943) | 1,190 |
| Cash, cash equivalents and restricted cash at beginning of year | 392,306 | 524,249 | 523,059 |
| Cash, cash equivalents and restricted cash at end of year | \$ 378,246 | \$ 392,306 | \$ 524,249 |

See Notes to Consolidated Financial Statements, pages 44 to 79.

Notes to Consolidated Financial Statements

(Dollar amounts in thousands except per share amounts)

Note 1. Significant Accounting Policies

Principles of consolidation – The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries. Acquired businesses are included in the consolidated financial statements from the dates of acquisition. All intercompany accounts and transactions have been eliminated.

The Company consolidates into its financial statements the accounts of the Company, all wholly-owned subsidiaries, and any partially-owned subsidiary that the Company has the power to control. Control generally equates to ownership percentage, whereby investments that are more than 50 percent owned are consolidated, investments in subsidiaries of 50 percent or less but greater than 20 percent are accounted for using the equity method, and investments in subsidiaries of 20 percent or less are accounted for using the cost method. The Company does not consolidate any entity for which it has a variable interest based solely on power to direct the activities and significant participation in the entity's expected results that would not otherwise be consolidated based on control through voting interests. Further, the Company's joint ventures are businesses established and maintained in connection with the Company's operating strategy.

Cash and cash equivalents – The Company considers highly liquid investments with an original maturity of three months or less to be cash equivalents.

The Company's objectives related to the investment of cash not required for operations is to preserve capital, meet the Company's liquidity needs and earn a return consistent with these guidelines and market conditions. Investments deemed eligible for the investment of the Company's cash include: 1) U.S. Treasury securities and general obligations fully guaranteed with respect to principal and interest by the government; 2) obligations of U.S. government agencies; 3) commercial paper or other corporate notes of prime quality purchased directly from the issuer or through recognized money market dealers; 4) time deposits, certificates of deposit or bankers' acceptances of banks rated "A-" by Standard & Poor's or "A3" by Moody's; 5) collateralized mortgage obligations rated "AAA" by Standard & Poor's and "Aaa" by Moody's; 6) tax-exempt and taxable obligations of state and local governments of prime quality; and 7) mutual funds or outside managed portfolios that invest in the above investments. The Company had cash and cash equivalents totaling \$356,254 and \$371,684 at December 31, 2018 and December 31, 2017, respectively. The majority of the cash and cash equivalents were invested in eligible financial instruments in excess of amounts insured by the Federal Deposit Insurance Corporation and, therefore, subject to credit risk. Management believes that the probability of losses related to credit risk on investments classified as cash and cash equivalents is remote.

Notes receivable – The Company has received bank secured notes from certain of its customers in the PRC to settle trade accounts receivable. These notes generally have maturities of six months or less and are redeemable at the bank of issuance. The Company evaluates the credit risk of the issuing bank prior to accepting a bank secured note from a customer. Management believes that the probability of material losses related to credit risk on notes receivable is remote.

Accounts receivable – The Company records trade accounts receivable when revenue is recorded in accordance with its revenue recognition policy and relieves accounts receivable when payments are received from customers.

Allowance for doubtful accounts – The allowance for doubtful accounts is established through charges to the provision for bad debts. The Company evaluates the adequacy of the allowance for doubtful accounts throughout the year. The evaluation includes historical trends in collections and write-offs, management's judgment of the probability of collecting specific accounts and management's evaluation of business risk. This evaluation is inherently subjective, as it requires estimates that are susceptible to revision as more information becomes available. Accounts are determined to be uncollectible when the debt is deemed to be worthless or only recoverable in part, and are written off at that time through a charge against the allowance for doubtful accounts.

Inventories – Inventory costs are determined using the LIFO method for substantially all U.S. inventories. Costs of other inventories have been determined by the first-in, first-out FIFO method. Inventories include direct material, direct labor, and applicable manufacturing and engineering overhead costs. FIFO inventories are valued at cost, which is not in excess of the net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. LIFO inventories are valued at the lower of cost or market.

Long-lived assets – Property, plant and equipment are recorded at cost and depreciated using the straight-line method over the following expected useful lives:

| | |
|-------------------------|----------------|
| Land improvements | 10 to 20 years |
| Buildings | 10 to 40 years |
| Machinery and equipment | 5 to 14 years |
| Furniture and fixtures | 5 to 10 years |
| Molds, cores and rings | 2 to 10 years |

The Company capitalizes certain internal and external costs incurred to acquire or develop internal-use software. Capitalized software costs are amortized over the estimated useful life of the software, which ranges from two to eight years.

Intangibles with definite lives include trademarks, technology and intellectual property which are amortized over their remaining useful lives, which range from one to two years. Land use rights are amortized over their remaining useful lives, which range from 37 to 44 years. The Company evaluates the recoverability of long-lived assets based on undiscounted projected cash flows, excluding interest and taxes, when any impairment is indicated. Goodwill and indefinite-lived intangibles are assessed for potential impairment at least annually or when events or circumstances indicate impairment may have occurred.

Earnings per common share – Net income per share is computed on the basis of the weighted average number of common shares outstanding each year. Diluted earnings per share includes the dilutive effect of stock options and other stock units. The following table sets forth the computation of basic and diluted earnings per share:

(Number of shares and dollar amounts in thousands except per share amounts)

| | 2018 | 2017 | 2016 |
|---|-----------|-----------|------------|
| Numerator | | | |
| Numerator for basic and diluted earnings per share - income from continuing operations available to common stockholders | \$ 76,586 | \$ 95,400 | \$ 248,381 |
| Denominator | | | |
| Denominator for basic earnings per share - weighted average shares outstanding | 50,350 | 52,206 | 54,480 |
| Effect of dilutive securities - stock options and other stock units | 247 | 467 | 610 |
| Denominator for diluted earnings per share - adjusted weighted average shares outstanding | 50,597 | 52,673 | 55,090 |
| Earnings per share: | | | |
| Basic | \$ 1.52 | \$ 1.83 | \$ 4.56 |
| Diluted | \$ 1.51 | \$ 1.81 | \$ 4.51 |

At December 31, 2018, 2017 and 2016, all options to purchase shares of the Company's common stock were included in the computation of diluted earnings per share as the options' exercise prices were less than the average market price of the common shares.

Derivative financial instruments – Derivative financial instruments are utilized by the Company to reduce foreign currency exchange risks. The Company has established policies and procedures for risk assessment and the approval, reporting and monitoring of derivative financial instrument activities. The Company does not enter into financial instruments for trading or speculative purposes. The Company offsets fair value amounts recognized on the Consolidated Balance Sheets for derivative financial instruments executed with the same counter-party.

The Company uses foreign currency forward contracts as hedges of the fair value of certain non-U.S. dollar denominated net asset and liability positions. Gains and losses resulting from the impact of currency exchange rate movements on these forward contracts are recognized in the accompanying Consolidated Statements of Income in the period in which the exchange rates change and offset the foreign currency gains and losses on the underlying exposure being hedged.

Foreign currency forward contracts are also used to hedge variable cash flows associated with forecasted sales and purchases denominated in currencies that are not the functional currency of certain entities. The forward contracts have maturities of less than twelve months pursuant to the Company's policies and hedging practices. These forward contracts meet the criteria for and have been designated as cash flow hedges. Accordingly, the effective portion of the change in fair value of unrealized gains and losses on such forward contracts are recorded as a separate component of stockholders' equity in the accompanying Consolidated Balance Sheets and reclassified into earnings as the hedged transaction affects earnings.

The Company assesses hedge effectiveness quarterly. In doing so, the Company monitors the actual and forecasted foreign currency sales and purchases versus the amounts hedged to identify any hedge ineffectiveness. The Company also performs regression analysis comparing the change in value of the hedging contracts versus the underlying foreign currency sales and purchases, which confirms a high correlation and hedge effectiveness. Any hedge ineffectiveness is recorded as an adjustment in the accompanying Consolidated Statements of Income in the period in which the ineffectiveness occurs.

The Company is exposed to price risk related to forecasted purchases of certain commodities that are used as raw materials, principally natural rubber. Accordingly, it uses commodity contracts with forward pricing for a portion of its production requirements. These contracts generally qualify for the normal purchase exception under guidance for derivative instruments and hedging activities, and therefore are not subject to its provisions.

Income taxes – Income tax expense is based on reported earnings or losses before income taxes in accordance with the tax rules and regulations of the specific legal entities within the various specific taxing jurisdictions where the Company's income is earned. Taxable income may differ from earnings before income taxes for financial accounting purposes. To the extent that differences are due to revenue or expense items reported in one period for tax purposes and in another period for financial accounting purposes, a provision for deferred income taxes is made using enacted tax rates in effect for the year in which the differences are expected to reverse. A valuation allowance is recognized if it is anticipated that some or all of a deferred tax asset may not be realized. Deferred income taxes generally are not recorded on the majority of undistributed earnings of international subsidiaries based on the Company's intention that these earnings will continue to be reinvested. Upon enactment of the Tax Act, the Transition Tax was recorded based on approximately \$495 million of unremitted foreign earnings. During 2018, the Company re-evaluated its position on potential earnings repatriation and has concluded that repatriation implications of the Tax Act had no impact on its indefinite reinvestment assertion. As such, no change has been made with respect to that assertion for the year ended December 31, 2018.

Product liability – The Company accrues costs for product liability at the time a loss is probable and the amount of loss can be estimated. The Company believes the probability of loss can be established and the amount of loss can be estimated only after certain minimum information is available, including verification that Company-produced product were involved in the incident giving rise to the claim, the condition of the product purported to be involved in the claim, the nature of the incident giving rise to the claim and the extent of the purported injury or damages. In cases where such information is known, each product liability claim is evaluated based on its specific facts and circumstances. A judgment is then made to determine the requirement for establishment or revision of an accrual for any potential liability. Adjustments to estimated reserves are recorded in the period in which the change in estimate occurs. The liability often cannot be determined with precision until the claim is resolved.

Pursuant to ASU 450 "Contingencies," the Company accrues the minimum liability for each known claim when the estimated outcome is a range of probable loss and no one amount within that range is more likely than another. The Company uses a range of losses because an average cost would not be meaningful since the product liability claims faced by the Company are unique and widely variable, and accordingly, the resolutions of those claims have an enormous amount of variability. The costs have ranged from zero dollars to \$33 million in one case with no "average" that is meaningful. No specific accrual is made for individual unasserted claims or for premature claims, asserted claims where the minimum information needed to evaluate the probability of a liability is not yet known. However, an accrual for such claims based, in part, on management's expectations for future litigation activity and the settled claims history is maintained. The Company periodically reviews such estimates and any adjustments for changes in reserves are recorded in the period in which the change in estimate occurs. Because of the speculative nature of litigation in the U.S., the Company does not believe a meaningful aggregate range of potential loss for asserted and unasserted claims can be determined. While the Company believes its reserves are reasonably stated, it is possible an individual claim from time to time may result in an aberration from the norm and could have a material impact.

The product liability expense reported by the Company includes amortization of insurance premium costs, adjustments to settlement reserves and legal costs incurred in defending claims against the Company. Legal costs are expensed as incurred and product liability insurance premiums are amortized over coverage periods.

Advertising expense – Expenses incurred for advertising include production and media and are generally expensed when incurred. Costs associated with dealer-earned cooperative advertising are recorded as a reduction of the revenue component of Net sales at the time of sale. Advertising expense for 2018, 2017 and 2016 was \$54,177, \$52,798 and \$53,715, respectively.

Stock-based compensation – The Company's incentive compensation plans allow the Company to grant awards to employees in the form of stock options, stock awards, restricted stock units, stock appreciation rights, performance stock units, dividend equivalents and other awards. Compensation related to these awards is determined based on the fair value on the date of grant and is amortized to expense over the vesting period. If awards can be settled in cash, these awards are recorded as liabilities and marked to market. See Note 13 – Stock-Based Compensation for additional information.

Warranties – Warranties are provided on the sale of certain of the Company's products and an accrual for estimated future claims is recorded at the time revenue is recognized. Tire replacement under most of the warranties the Company offers is on a prorated basis. The Company provides for the estimated cost of product warranties based primarily on historical return rate

s, estimates of the eligible tire population and the value of tires to be replaced. The following table summarizes the activity in the Company's product warranty liabilities which are recorded in Accrued liabilities and Other long-term liabilities on the Company's Consolidated Balance Sheets:

| | 2018 | 2017 | 2016 |
|------------------------------|----------|---------|----------|
| Reserve at beginning of year | 12,093 | 10,634 | 12,339 |
| Additions | 13,187 | 10,310 | 8,349 |
| Payments | (12,849) | (8,851) | (10,054) |
| Reserve at December 31 | 12,431 | 12,093 | 10,634 |

Use of estimates – The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts of: (1) revenues and expenses during the reporting period; and (2) assets and liabilities, as well as disclosure of contingent assets and liabilities, at the date of the consolidated financial statements. Actual results could differ from those estimates.

Revenue recognition – In accordance with ASC 606 and ASU 2014-09, effective January 1, 2018, revenues are recognized when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. Shipping and handling costs are recorded in cost of products sold. Allowance programs such as volume rebates and cash discounts are recorded at the time of sale as a reduction to revenue based on anticipated accrual rates for the year.

Research and development – Costs are charged to cost of products sold as incurred and amounted to approximately \$64,007, \$59,869 and \$55,534 during 2018, 2017 and 2016, respectively.

Related Party Transactions – The Company's COOCSA joint venture paid \$28,023, \$40,279 and \$33,774 in 2018, 2017 and 2016, respectively, to an employment services company in Mexico owned by members of the joint venture workforce. COOCSA also recorded sales of \$4,713, \$8,209 and \$6,335 to the noncontrolling shareholder in 2018, 2017 and 2016, respectively. The Company purchased \$775 of TBR tires from Saliun Vietnam in 2018 through an off-take agreement between the two parties.

Truck and Bus Tire Tariffs – Antidumping and countervailing duty investigations into certain TBR tires imported from the PRC into the United States were initiated on January 29, 2016. The preliminary determinations announced in both investigations were affirmative and resulted in the imposition of significant additional duties from each. The Company incurred expense of \$22,042 over the final seven months of the year-ended December 31, 2016 related to these additional duties. On February 22, 2017, the U.S. International Trade Commission determined the U.S. market had not suffered material injury because of imports of TBR tires from China. As a result of this decision, preliminary antidumping and countervailing duties from Chinese TBR tires imported subsequent to the preliminary determination were not to be collected and any amounts previously paid have been refunded by U.S. Customs and Border Protection. Further, prospective imports of TBR tires from the PRC are not subject to these additional duties. In the first quarter of 2017, the Company reversed the previously expensed preliminary duties of \$22,042 due to the decision by the U.S. International Trade Commission. This amount was recorded as a reduction of Cost of products sold in the Consolidated Statement of Income for the year ended December 31, 2017.

North American Distribution Center – On January 22, 2017, a tornado hit the Company's leased Albany, Georgia distribution center, causing damage to the Company's assets and disrupting certain operations. Insurance, less applicable deductibles, covered the repair or replacement of the Company's assets that suffered loss or damage, and the Company worked closely with its insurance carriers and claims adjusters to ascertain the full amount of insurance proceeds due to the Company as a result of the damages and the loss the Company suffered. The Company's insurance policies also provided coverage for interruption to its business, including lost profits, and reimbursement for other expenses and costs that have been incurred relating to the damages and losses suffered. For the year ended December 31, 2017, the Company incurred direct expenses of \$12,583, less proceeds of \$7,000 recovered from insurance. Values reported here are reflective of actual amounts incurred and received during 2017, as updated from previously estimate-based values. For the year ended December 31, 2018, the Company recorded insurance recoveries of \$7,300, while incurring direct costs of \$1,569. These amounts were recorded as a component of Cost of products sold in the Condensed Consolidated Statements of Income for the twelve months ended December 31, 2018 and 2017, respectively. In total, the Company incurred direct expenses of \$14,152 related to the tornado, offset by insurance recoveries of \$14,300. The Company's insurance claim related to the tornado has been closed, with no further direct expenses or insurance recoveries anticipated.

Recent Accounting Pronouncements

Each change to U.S. GAAP is established by the Financial Accounting Standards Board ("FASB") in the form of an accounting standards update ("ASU") to the FASB's Accounting Standards Codification ("ASC").

The Company considers the applicability and impact of all ASUs. ASUs not listed below were assessed and determined to be either not applicable or are expected to have minimal impact on the Company's consolidated financial statements.

Accounting Pronouncements – Recently adopted

Revenue Recognition

In May 2014, the FASB issued ASU 2014-09, "Revenue from Contracts with Customers" (the "new revenue standard"), which supersedes previous revenue recognition guidance, including industry-specific guidance, and requires entities to recognize revenue when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods and services. The Company adopted the new revenue standard as of January 1, 2018 using the modified retrospective transition method. See Note 2 - Revenue from Contracts with Customers for additional details.

Pensions and Postretirement Benefits Other than Pensions

In March 2017, the FASB issued ASU 2017-07, "Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost," which requires changes to the income statement presentation of net periodic benefit cost. The service cost component of net periodic benefit cost will continue to be classified in the same line item as other compensation costs arising from services rendered by the pertinent employees during the period. The other components of net periodic benefit cost are required to be presented in the income statement separately from the service cost component and outside of operating profit. In addition, the new standard will allow only the service cost component to be eligible for capitalization, when applicable. The Company adopted the new standard as of January 1, 2018 and revised prior periods in accordance with the standard. See Note 10 - Pensions and Postretirement Benefits Other than Pensions for additional details.

Statement of Cash Flows

In November 2016, the FASB issued ASU 2016-18, "Restricted Cash," which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash. As a result, amounts generally described as restricted cash should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period amounts shown on the statement of cash flows. The new standard also requires companies to disclose the nature of the restriction on restricted cash. The Company adopted the new standard as of January 1, 2018 and revised prior periods in accordance with the standard. The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the Consolidated Balance Sheets to the total of the same such amounts reported within the Consolidated Statements of Cash Flows:

| | December 31, 2018 | December 31, 2017 | December 31, 2016 | December 31, 2015 |
|--|-------------------|-------------------|-------------------|-------------------|
| Cash and cash equivalents | \$ 356,254 | \$ 371,684 | \$ 504,423 | \$ 505,157 |
| Restricted cash included in Other current assets | 19,967 | 19,200 | 18,499 | 17,100 |
| Restricted cash included in Other assets | 2,025 | 1,422 | 1,327 | 802 |
| Total cash, cash equivalents and restricted cash | \$ 378,246 | \$ 392,306 | \$ 524,249 | \$ 523,059 |

Restricted cash is comprised primarily of funds within a voluntary employees' beneficiary trust restricted to the future payment of employee benefit obligations and amounts on deposit to collateralize certain credit arrangements in the PRC.

Goodwill

In January 2017, the FASB issued ASU 2017-04, "Simplifying the Test for Goodwill Impairment," which simplifies the subsequent measurement of goodwill by eliminating Step 2 from the goodwill impairment test. The standard requires goodwill impairment to be measured as the amount by which a reporting unit's carrying amount exceeds its fair value, not to exceed the carrying amount of its goodwill. Application of the standard, which should be applied prospectively, is required for the annual and interim periods beginning after December 15, 2019. Early adoption is permitted and has been elected by the Company in 2018. Refer to Note 5 - Goodwill and Intangibles for further discussion of the current year goodwill impairment testing.

Comprehensive Income

In February 2018, the FASB issued ASU 2018-02, "Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," which provides for an election to reclassify stranded tax effects within accumulated other comprehensive income (loss) to retained earnings due to the U.S. federal corporate income tax rate change in the Tax Cuts and Jobs Act of 2017. This standard is effective for interim and annual reporting periods beginning after December 15, 2018, and early adoption is permitted. The Company has elected not to reclassify the stranded tax effects due to the Tax Cuts and Jobs Act within accumulated other comprehensive income, as such reclassification is not deemed beneficial to users of the financial statements.

SEC Disclosure Regulation Simplifications

During the fourth quarter of 2018, the SEC published Final Rule Release No. 33-10532, "Disclosure Update and Simplification." This standard, effective for quarterly and annual reports submitted after November 5, 2018, streamlines disclosure requirements by removing certain redundant topics. For the Company, the most notable simplifications include removal of research and development expenses from Item 1 of the Form 10-K, as well as the high and low stock prices and frequency and amount of dividends details from Item 5 of the Form 10-K. Simplifications to be implemented in the first quarter of 2019 in Form 10-Q include the expansion of the shareholders' equity reconciliation to display quarter-to-quarter details.

Accounting Pronouncements – To be adopted

Leases

In February 2016, the FASB issued ASU 2016-02, "Leases," which requires balance sheet recognition of lease liabilities and right-of-use assets for most leases having terms of twelve months or longer. The Company will adopt the standard on the required effective date of January 1, 2019 using the transition option, "Comparatives Under 840 Option," established by ASU 2018-11, Leases (Topic 842), Targeted Improvements (ASU 2018-11). The FASB issued multiple amendments to the standard which provided clarification, additional guidance, practical expedients and other improvements to ASU 2016-02.

The new guidance requires recognition of lease assets and liabilities for operating leases with terms of more than 12 months, in addition to those currently recorded, on the Company's consolidated balance sheets. Presentation of leases within the consolidated statements of operations and consolidated statements of cash flows will generally be consistent with the current lease accounting guidance. The adoption of the lease standard will result in the recognition of a right-of-use asset and a right-of-use liability on the consolidated balance sheets in a range of approximately \$100 to \$120 million, based on the present value of future lease payments. The Company anticipates further refinement of this estimate during the first quarter of 2019. The Company's adoption approach will result in a balance sheet presentation that will not be comparable to the prior period in the first year of adoption. The Company does not believe the standard will materially affect consolidated net earnings, liquidity or debt covenant compliance under existing debt agreements.

Derivatives and Hedging

In August 2017, the FASB issued ASU 2017-12, "Targeted Improvements to Accounting for Hedging Activities," which expands and refines hedge accounting for both financial and non-financial risk components, aligns the recognition and presentation of the effects of hedging instruments and hedge items in the financial statements, and includes certain targeted improvements to ease the application of current guidance related to the assessment of hedge effectiveness. Adoption of the new standard is required for the annual and interim periods beginning after December 15, 2018. The Company is currently evaluating the impact the new standard will have on its consolidated financial statements.

Additionally, in October 2018, the FASB issued ASU 2018-16, "Derivatives and Hedging (Topic 815)." The Federal Reserve and Alternative Reference Rates Committee expressed the importance of including the Overnight Index Swap (OIS) rate based on Secured Overnight Financing Rate (SOFR) as a benchmark rate for hedge accounting purposes in facilitating broader use of the underlying SOFR rate in the marketplace to facilitate the move away from LIBOR. This update, effective on January 1, 2019, provides the option to use the OIS rate based on SOFR as a benchmark for hedge accounting. The Company does not currently hold any SOFR-based instruments, but will continue to evaluate its use as the markets transition away from LIBOR.

Fair Value Measurement

In August 2018, the FASB issued ASU 2018-13, "Fair Value Measurement (Topic 820)," which removes, modifies and adds various disclosure requirements around the topic in order to clarify and improve the cost-benefit nature of disclosures. For example, disclosures around transfers between fair value hierarchy levels will be removed and further detail around changes in unrealized gains and losses for the period and unobservable inputs determining level 3 fair value measurements will be added. This standard is effective for interim and annual reporting periods beginning after December 15, 2019, and early adoption is permitted. The Company is currently evaluating the impact the new standard will have on its consolidated financial statements.

Defined Benefit Plans

In August 2018, the FASB issued ASU 2018-14, "Compensation – Retirement Benefits – Defined Benefit Plans – General (Subtopic 715-20)," which removes, modifies and adds various disclosure requirements around the topic in order to clarify and improve the cost-benefit nature of disclosures. For example, disclosures around the effect of a one-percentage-point change in assumed health care costs will be removed and an explanation of the reasons for significant gains and losses related to changes in the benefit obligation for the period will be added. This standard is effective for fiscal years ending after December 15, 2020, and early adoption is permitted. These amendments must be applied on a retrospective basis for all periods presented. The Company is currently evaluating the impact the new standard will have on its consolidated financial statements.

Internal-Use Software

In August 2018, the FASB issued ASU 2018-15, "Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40)," which aligns the requirements for capitalizing implementation costs incurred in a service contract hosting arrangement with those of developing or obtaining internal-use software. This standard is effective for interim and annual reporting periods beginning after December 15, 2019, and early adoption is permitted. The Company is currently evaluating the impact the new standard will have on its consolidated financial statements.

Related Parties

In October 2018, the FASB issued ASU 2018-17 "Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for VIEs." When determining if fees paid to decision makers and service providers are variable interests, entities must now also consider indirect interests of those decision makers and service providers held through related parties under common control. This standard is effective January 1, 2020, with early adoption permitted. The Company is currently evaluating the impact the new standard will have on its consolidated financial statements.

Note 2. Revenue from Contracts with Customers

Accounting policy

On January 1, 2018, the Company adopted the new revenue standard using the modified retrospective transition method applied to contracts which were not completed as of January 1, 2018. Results from reporting periods beginning after January 1, 2018 are presented under the new revenue standard, while prior period amounts are not adjusted and continue to be reported under previous revenue recognition guidance. The new revenue standard requires revenue to be recognized when control of the promised goods or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods and services.

In accordance with the new revenue standard, revenue is measured based on the consideration specified in a contract with a customer, and excludes any sales incentives or rebates. The Company recognizes revenue when it satisfies a performance obligation by transferring control over a product or service to a customer. This occurs with shipment or delivery, depending on the terms of the underlying contract. The transaction price will include estimates of variable consideration to the extent it is probable that a significant reversal of revenue recognized will not occur. At the time of sale, the Company estimates provisions for different forms of variable consideration (discounts and rebates) based on historical experience, current conditions and contractual obligations, as applicable. Payment terms with customers vary by region and customer, but are generally 30-90 days. The Company does not have significant financing components or significant payment terms. Incidental items that are immaterial in the context of the contract are expensed as incurred.

Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

Shipping and handling costs associated with outbound freight after control of a product has transferred to a customer are accounted for as a fulfillment cost and not as a separate performance obligation. Therefore, such items are accrued upon recognition of revenue.

Nature of goods and services

The following is a description of principal activities, separated by reportable segments, from which the Company generates its revenue. See Note 18 - Business Segments for additional details on the Company's reportable segments.

The Company's reportable segments have the following revenue characteristics:

- Americas Tire Operations - The Americas Tire Operations segment manufactures and markets passenger car and light truck tires. The segment also markets and distributes wheels and racing, motorcycle and TBR tires.
- International Tire Operations - The International Tire Operations segment manufactures and markets passenger car, light truck, motorcycle, racing, and TBR tires and tire retread material for global markets.

Disaggregation of revenue

In the following tables, revenue is disaggregated by major market channel for the year ended December 31, 2018:

| | Americas | International | Eliminations | Total |
|------------------------------|--------------|---------------|--------------|--------------|
| Light vehicle ⁽¹⁾ | \$ 2,115,942 | \$ 481,499 | \$ (109,400) | \$ 2,488,041 |
| Truck and bus radial | 194,558 | 101,744 | (86,160) | 210,142 |
| Other ⁽²⁾ | 52,146 | 57,733 | — | 109,879 |
| Net sales | \$ 2,362,646 | \$ 640,976 | \$ (195,560) | \$ 2,808,062 |

⁽¹⁾ Light vehicle includes passenger car and light truck tires

⁽²⁾ Other includes motorcycle and racing tires, wheels, tire retread material, and other items

Contract balances

Contract liabilities relate to customer payments received in advance of shipment. As the Company does not generally have rights to consideration for work completed but not billed at the reporting date, the Company does not have any contract assets. Accounts receivable are not considered contract assets under the new revenue standard as contract assets are conditioned upon the Company's future satisfaction of a performance obligation. Accounts receivable, in contrast, are unconditional rights to consideration.

Significant changes in the contract liabilities balance during the year ended December 31, 2018 are as follows:

| | Contract Liabilities |
|---|-------------------------|
| Contract liabilities at beginning of year | \$ 1,111 |
| Increases to deferred revenue for cash received in advance from customers | 11,427 |
| Decreases due to recognition of deferred revenue | (11,591) |
| Contract liabilities at December 31, 2018 | <u>\$ 947</u> |

Transaction price allocated to remaining performance obligations

For the year ended December 31, 2018, revenue recognized from performance obligations related to prior periods was not material.

Revenue expected to be recognized in any future year related to remaining performance obligations, excluding revenue pertaining to contracts that have an original expected duration of one year or less, contracts where revenue is recognized as invoiced and contracts with variable consideration related to undelivered performance obligations, is not material.

The Company applies the practical expedient in ASC 606 "Revenue from Contracts with Customers" and does not disclose information about remaining performance obligations that have original expected durations of one year or less.

Changes in accounting policies

The Company adopted ASC 606 with a date of initial application of January 1, 2018. As a result, the Company has changed its accounting policy for revenue recognition as detailed below. The guidance has been applied to all contracts at the date of initial application. There were no significant changes to the Company's accounting for revenue following the adoption of the new revenue standard.

Impacts on financial statements

Aside from the enhanced disclosures, adoption of the new revenue standard had no impact on the Company's Consolidated Statement of Income.

The Company has reclassified its volume and customer rebate programs from a contra-asset included within Accounts receivable to a liability within Accrued liabilities on the Consolidated Balance Sheets. The table below summarizes the impact to the balance sheet as of December 31, 2017:

| | As Adjusted | Effect of Change | Previously Reported |
|--------------------------------------|-------------|------------------|---------------------|
| Accounts receivable, less allowances | \$ 528,250 | \$ 100,190 | \$ 428,060 |
| Accrued liabilities | 280,666 | 100,190 | 180,476 |

Note 3. GRT Acquisition

On January 4, 2016, the Company announced that it had entered into an agreement to purchase a majority of China-based GRT. In the first quarter of 2016, the Company made a down payment in the amount of \$5,929 for this transaction in accordance with the purchase agreement. The down payment was fully refundable in the event that the transaction did not close and did not provide the Company with any power to direct the activities of the existing GRT entity prior to the transaction closing. After the transaction closed on December 1, 2016, the Company owned 65 percent of GRT. Based on the Company's ownership percentage and corresponding control of voting rights, the results of GRT and 100 percent of its assets and liabilities were consolidated from the date of the closing.

The down payment of \$5,929, as well as an additional \$8,090 at the time of closing, were paid to the non-controlling shareholder of GRT. In December 2016, the Company contributed an additional \$35,842 to GRT to purchase additional shares issued by GRT, as well as to fund working capital requirements. The Company contributed \$14,570 in the first quarter of 2017, and an additional \$22,125 to GRT in the second quarter of 2017 to fund working capital requirements. In total, the Company has invested \$86,556 related to GRT, with \$14,019 paid directly to a third party and the remainder invested in GRT.

The GRT acquisition has been accounted for as a purchase transaction. The total consideration has been allocated to the assets acquired, liabilities assumed and noncontrolling shareholder interest based on their estimated fair values at December 1, 2016. The excess purchase price over the estimated fair value of the net assets acquired has been allocated to goodwill. Goodwill

consists of anticipated growth opportunities for GRT and is recorded in the Asia segment, which is included in the International Tire Operations Segment. Goodwill is not deductible for federal income tax purposes.

The following table summarizes the allocations of the fair values of the assets acquired and liabilities assumed, as adjusted. The originally reported amounts were provisional and were based on the information that was available as of the acquisition date to estimate the fair value of assets acquired and liabilities assumed on December 1, 2016, translated into U.S. dollars at the exchange rate on that date. Subsequent to December 1, 2016, the valuation was completed and adjustments were made to the allocations of the fair value of the assets acquired and liabilities assumed from the GRT acquisition.

| Assets | As Originally | | As Adjusted |
|--|---------------|-------------|-------------|
| | Reported | Adjustments | |
| Cash | \$ 8,091 | \$ — | \$ 8,091 |
| Accounts receivable | 2,844 | — | 2,844 |
| Notes receivable | 3,050 | — | 3,050 |
| Inventory | 7,983 | 485 | 8,468 |
| Other current assets | 981 | — | 981 |
| Property, plant & equipment | 46,712 | 829 | 47,541 |
| Intangible assets | 7,412 | 16 | 7,428 |
| Other long-term assets | 289 | — | 289 |
| Goodwill | 33,861 | (611) | 33,250 |
| Liabilities | | | |
| Accounts payable | (61,570) | (719) | (62,289) |
| Notes payable | (10,122) | — | (10,122) |
| Accrued liabilities | (2,866) | — | (2,866) |
| Long-term debt | (3,383) | — | (3,383) |
| Other long-term liabilities | (940) | — | (940) |
| | 32,342 | — | 32,342 |
| Noncontrolling shareholder interest | (18,323) | — | (18,323) |
| Cooper Tire & Rubber Company consideration | \$ 14,019 | \$ — | \$ 14,019 |

The Company has determined that the nonrecurring fair value measurements related to each of these assets and liabilities rely primarily on Company-specific inputs and the Company's assumptions about the use of the assets and settlement of liabilities, as observable inputs are not available and, as such, reside within Level 3 of the fair value hierarchy as defined in Note 9 - Fair Value Measurements. The Company utilized a third party to assist in the fair value determination of certain components of the purchase price allocation, namely Property, plant and equipment and the Noncontrolling shareholder interest. The valuation of Property, plant and equipment was developed using primarily the cost approach. The fair value of the Noncontrolling shareholder interest was determined based upon internal and external inputs considering various relevant market transactions and discounted cash flow valuation methods, among other factors.

During the third quarter of 2018, the noncontrolling shareholder of GRT signed a share transfer agreement to transfer its 35 percent ownership to Sailun Jinyu Group Co., Ltd. ("Sailun Parent"). The transfer of ownership has no financial impact on the Company.

On December 12, 2018, Cooper Vietnam, a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires. The new joint venture is expected to begin producing tires in 2020. The capacity created by this planned facility will decrease expected production requirements for Cooper's GRT joint venture. The Company included the expected impact of the new Vietnam joint venture on projected future cash flows in performing its annual goodwill impairment assessment on GRT. Based on the assessment performed, the goodwill balance was deemed to be fully impaired and resulted in a non-cash fourth quarter 2018 impairment charge of \$33,827. Refer to Note 5 - Goodwill and Intangibles for further discussion of the current year goodwill impairment testing.

Note 4. Inventories

Inventory costs are determined using the LIFO method for substantially all U.S. inventories. The current cost of the U.S. inventories under the FIFO method was \$380,990 and \$415,640 at December 31, 2018 and 2017, respectively. These FIFO values have been reduced by approximately \$85,068 and \$88,094 at December 31, 2018 and 2017, respectively, to arrive at the LIFO value reported on the Consolidated Balance Sheets. The remaining inventories have been valued under the FIFO method. All LIFO inventories are valued at the lower of cost or market. All other inventories are stated at the lower of cost or net realizable value.

Note 5. Goodwill and Intangibles

Goodwill is recorded in the segment where it was generated by acquisitions. The Company had recorded goodwill in the amount of \$33,250 related to the acquisition of GRT in the International Tire Operations segment in 2016 and \$18,851 related to the acquisition of additional ownership of COOCSA in the Americas Tire Operations segment in 2011. See Note 3 - GRT Acquisition for a discussion of the goodwill recorded during 2016 and 2017. Goodwill prior to 2011 was zero.

Purchased goodwill and indefinite-lived intangible assets are tested annually for impairment, unless indicators are present that would require an earlier test. On December 12, 2018, Cooper Vietnam, a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires. The new joint venture is expected to begin producing tires in 2020. The capacity created by this planned facility will decrease expected production requirements for Cooper's GRT joint venture. The Company included the expected impact of the new Vietnam joint venture on projected future cash flows in performing its annual goodwill impairment assessment on GRT. Based on the assessment performed, the goodwill balance was deemed to be fully impaired and resulted in a non-cash fourth quarter 2018 impairment charge of \$33,827 recorded in the Consolidated Statement of Income. The fair value of GRT utilized in the goodwill impairment assessment was determined based upon internal and external inputs considering various market transactions and discounted cash flow valuation methods, among other factors. This valuation approach represents a Level 3 fair value measurement measured on a non-recurring basis in the fair value hierarchy due to the Company's use of Company-specific inputs and unobservable measurement inputs.

During the fourth quarter of 2018, the Company also completed its annual goodwill and intangible asset impairment tests and no impairment was indicated for the goodwill related to the acquisition of additional ownership of COOCSA or the Company's other indefinite-lived intangible assets.

The following table presents intangible assets and accumulated amortization balances as of December 31, 2018 and 2017:

| | December 31, 2018 | | | December 31, 2017 | | |
|----------------------------|-----------------------|--------------------------|---------------------|-----------------------|--------------------------|---------------------|
| | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |
| Definite-lived: | | | | | | |
| Capitalized software costs | 197,338 | (97,972) | 99,366 | 192,474 | (81,908) | 110,566 |
| Land use rights | 14,526 | (3,860) | 10,666 | 12,850 | (1,230) | 11,620 |
| Trademarks and tradenames | 8,000 | (7,823) | 177 | 8,800 | (7,547) | 1,253 |
| Other | 3,261 | (2,966) | 295 | 2,668 | (2,668) | — |
| | <u>223,125</u> | <u>(112,621)</u> | <u>110,504</u> | <u>216,792</u> | <u>(93,353)</u> | <u>123,439</u> |
| Indefinite-lived: | | | | | | |
| Trademarks | 9,817 | — | 9,817 | 9,817 | — | 9,817 |
| | <u>\$ 232,942</u> | <u>\$ (112,621)</u> | <u>\$ 120,321</u> | <u>\$ 226,609</u> | <u>\$ (93,353)</u> | <u>\$ 133,256</u> |

Estimated amortization expense over the next five years is as follows: 2019 - \$17,356, 2020 - \$17,258, 2021 - \$16,674, 2022 - \$15,011 and 2023 - \$14,075.

Note 6. Accrued Liabilities

Accrued liabilities at December 31 were as follows:

| | 2018 | 2017 |
|--|-------------------|-------------------|
| Volume and customer rebate programs | \$ 115,623 | \$ 100,190 |
| Payroll and employee benefits, excluding postemployment benefits | 63,557 | 59,593 |
| Product liability | 30,550 | 44,700 |
| Advertising | 16,036 | 17,476 |
| Other postretirement benefits | 15,344 | 14,838 |
| Taxes other than income taxes | 13,571 | 9,770 |
| Warranty | 8,273 | 8,304 |
| Other | 19,696 | 25,795 |
| Accrued liabilities | <u>\$ 282,650</u> | <u>\$ 280,666</u> |

In conjunction with the adoption of the new revenue standard as of January 1, 2018, the Company has reclassified its volume and customer rebate programs from a contra-asset included within Accounts receivable to a liability within Accrued liabilities in its December 31, 2017 Consolidated Balance Sheet.

Note 7. Income Taxes

Components of income from continuing operations before income taxes and noncontrolling shareholders' interests were as follows:

| | 2018 | 2017 | 2016 |
|---------------|-------------------|-------------------|-------------------|
| United States | \$ 108,838 | \$ 211,225 | \$ 319,156 |
| Foreign | 5,220 | 32,700 | 47,937 |
| Total | <u>\$ 114,058</u> | <u>\$ 243,925</u> | <u>\$ 367,093</u> |

The provision (benefit) for income tax for continuing operations consisted of the following:

| | 2018 | 2017 | 2016 |
|-----------------|------------------|-------------------|-------------------|
| Current: | | | |
| Federal | \$ 56 | \$ 69,463 | \$ 100,714 |
| State and local | 5,350 | 6,304 | 12,445 |
| Foreign | 7,214 | 9,842 | 14,990 |
| | <u>12,620</u> | <u>85,609</u> | <u>128,149</u> |
| Deferred: | | | |
| Federal | 18,293 | 48,866 | (6,730) |
| State and local | 3,266 | 4,915 | (763) |
| Foreign | (684) | 7,790 | (4,857) |
| | <u>20,875</u> | <u>61,571</u> | <u>(12,350)</u> |
| | <u>\$ 33,495</u> | <u>\$ 147,180</u> | <u>\$ 115,799</u> |

On December 22, 2017, the U.S. enacted comprehensive tax legislation, commonly referred to as the Tax Act, which made broad and complex changes to the tax code. In conjunction with guidance set forth under SAB 118 pertaining to the Tax Act, the Company recorded provisional amounts both for the impact of remeasurement on its U.S. deferred tax assets to the new U.S. statutory rate of 21 percent and for the mandatory Transition Tax on unrepatriated foreign earnings. During the year ended December 31, 2018, the Company updated its SAB 118 provisional estimates with respect to remeasurement of U.S. deferred tax assets and the Transition Tax on unrepatriated foreign earnings and recorded a tax benefit of \$3,576 and tax expense of \$5,026, respectively. Accounting for the income tax effect of these elements of the Tax Act has concluded and the Company has disclosed the impact on its effective tax rate for the year ended December 31, 2018 as part of its reconciliation of income tax expense (benefit) for continuing operations to the tax based on the U.S. statutory rate. The Company's outstanding Transition Tax payable as a result of the enactment of the Tax Act and subsequent SAB 118 revisions was \$18,773 and \$35,378 at December 31, 2018 and 2017, respectively.

The Tax Act also subjects a U.S. parent shareholder to current tax on its global intangible low-taxed income ("GILTI"). At December 31, 2017, a provisional estimate under SAB 118 could not be made and the Company had not yet elected an accounting policy to either recognize deferred taxes for basis differences expected to reverse as GILTI or to record GILTI as a

period cost when incurred. For the year ended December 31, 2018, the Company has determined that its accounting policy will be to record GILTI as a period cost only in the period it is incurred. The Company has disclosed the impact of the estimated net GILTI inclusion before applicable foreign tax credit as part of its reconciliation of income tax expense (benefit) for continuing operations to the tax based on the U.S. statutory rate.

Prior to enactment of the Tax Act, the Company did not recognize a deferred tax liability related to the U.S. federal and state income taxes and foreign withholding taxes on unremitted foreign earnings because it overcame the presumption of the repatriation of those earnings. Upon enactment of the Tax Act, the Transition Tax was recorded based on approximately \$495 million of unremitted foreign earnings. During 2018, the Company re-evaluated its position on potential earnings repatriation and has concluded that repatriation implications of the Tax Act had no impact on its indefinite reinvestment assertion. As such, no change has been made with respect to the Company's indefinite reinvestment assertion for the year ended December 31, 2018 and foreign income, foreign withholding, and state income tax liabilities have not been recorded on approximately \$478 million of undistributed earnings.

A reconciliation of income tax expense (benefit) for continuing operations to the tax based on the U.S. statutory rate is as follows:

| | 2018 | 2017 | 2016 |
|--|------------------|-------------------|-------------------|
| Income tax provision at 35 percent | \$ — | \$ 85,375 | \$ 128,483 |
| Income tax provision at 21 percent | 23,952 | — | — |
| Net U.S. GILTI inclusion | 1,455 | — | — |
| Goodwill impairment | 8,432 | — | — |
| Valuation allowance - Other | (158) | (651) | — |
| Valuation allowance - China | (2,275) | (6,671) | (2,441) |
| Valuation allowance - U.K. | — | 18,915 | — |
| State and local income tax, net of federal income tax effect | 4,011 | 7,867 | 8,693 |
| Domestic manufacturing deduction | — | (2,940) | (9,870) |
| U.S. tax credits | (4,401) | (2,474) | (3,013) |
| Tax law or rate change excluding U.S. tax act | — | — | 794 |
| U.S. tax reform incl. SAB 118 provisional adjustment - transition tax | 5,026 | 35,378 | — |
| U.S. tax reform incl. SAB 118 provisional adjustment - remeasurement of deferred taxes | (3,576) | 20,413 | — |
| Difference in effective tax rates of international operations | (1,124) | (4,667) | (4,900) |
| Income tax contingencies, net of federal income tax effect | 1,263 | (551) | (1,900) |
| Other - net | 890 | (2,814) | (47) |
| Provision for income taxes | <u>\$ 33,495</u> | <u>\$ 147,180</u> | <u>\$ 115,799</u> |

Payments for income taxes in 2018, 2017 and 2016, net of refunds, were \$19,763, \$67,782 and \$131,001, respectively.

Deferred tax assets and liabilities result from differences in the basis of assets and liabilities for tax and financial reporting purposes. Significant components of the Company's deferred tax assets and liabilities at December 31 were as follows:

| | 2018 | 2017 |
|--|------------------|------------|
| Deferred tax assets: | | |
| Postretirement and other employee benefits | \$ 97,269 | \$ 116,321 |
| Product liability | 27,922 | 32,668 |
| Net operating loss, capital loss, and tax credit carryforwards | 11,064 | 14,174 |
| All other items | 29,375 | 33,423 |
| Total deferred tax assets | 165,630 | 196,586 |
| Deferred tax liabilities: | | |
| Property, plant and equipment | (108,668) | (101,720) |
| All other items | (6,196) | (6,099) |
| Total deferred tax liabilities | (114,864) | (107,819) |
| | 50,766 | 88,767 |
| Valuation allowances | (22,620) | (30,102) |
| Net deferred tax asset | \$ 28,146 | \$ 58,665 |

At December 31, 2018, the Company has gross U.S. federal and foreign tax losses available for carryforward of \$6,675 and \$62,903, respectively. U.S. federal and foreign tax attributes will expire from 2019 through 2027. The Company has \$228 of state tax credits available for carryforward. State tax attributes will expire from 2019 through 2027. For these jurisdictions, valuation allowances have been recorded against those attributes for which, based upon an assessment, it is more likely than not that some portion may not be realized.

The Company considers, on a quarterly basis, all available positive and negative evidence in assessing whether it is more likely than not that some portion or all of its deferred tax assets are realizable. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income (including reversals of deferred income tax liabilities) during the periods in which those deductible temporary differences reverse. As a result, the Company considers the historical and projected financial results of the tax paying component recording the deferred tax asset as well as all other positive and negative evidence including cumulative losses in recent years, a history of potential tax benefits expiring unused and whether a period of sustainable earnings has been demonstrated. During the year ended December 31, 2018, the Company has assessed all available positive and negative evidence available and, based on the weight of existing negative evidence, has maintained valuation allowances totaling \$22,620 against deferred tax assets primarily in China, Serbia, and the U.K.

The Company applies the rules under ASC 740-10 in its *Accounting for Uncertainty in Income Taxes* for uncertain tax positions using a "more likely than not" recognition threshold. Pursuant to these rules, the Company will initially recognize the financial statement effects of a tax position when it is more likely than not, based on the technical merits of the tax position, that such a position will be sustained upon examination by the relevant tax authorities. If the tax benefit meets the "more likely than not" threshold, the measurement of the tax benefit will be based on the Company's estimate of the largest amount that meets the more likely than not recognition threshold. The Company's unrecognized tax benefits, exclusive of interest, totaled approximately \$6,525 at December 31, 2018, as itemized in the tabular roll forward below. The unrecognized tax benefits at December 31, 2018 relate to uncertain tax positions in tax years 2013 through 2018. Based upon the outcome of tax examinations, judicial proceedings, or expiration of statutes of limitations, it is reasonably possible that the ultimate resolution of these unrecognized tax benefits may result in a payment that is materially different from the current estimate of the tax liabilities.

| | Unrecognized Tax Benefits |
|---|------------------------------|
| Balance at December 31, 2015 | \$ 5,843 |
| Settlements for tax positions of prior years | (518) |
| Additions for tax positions of current year | 714 |
| Additions for tax positions of prior years | 1,518 |
| Statute lapses | (4,360) |
| Balance at December 31, 2016 | 3,197 |
| Settlements for tax positions of prior years | (139) |
| Additions for tax positions of the current year | 47 |
| Additions for tax positions of prior years | 438 |
| Statute lapses | (1,260) |
| Balance at December 31, 2017 | 2,283 |
| Settlements for tax positions of prior years | (364) |
| Additions for tax positions of the current year | 2,555 |
| Additions for tax positions of prior years | 2,881 |
| Statute lapses | (830) |
| Balance at December 31, 2018 | \$ 6,525 |

Of this amount, the effective rate would change upon the recognition of approximately \$5,820 of these unrecognized tax benefits, net of federal income tax effect. The Company recorded, through the tax provision, approximately \$27 of benefit on interest reduction for 2018, \$17 of benefit on interest reduction for 2017, and \$347 of benefit on interest reduction for 2016. At December 31, 2018, the Company has \$91 of interest accrued as an ASC 740-10 reserve.

The Company operates in multiple jurisdictions throughout the world. The Company has effectively settled U.S. federal tax examinations for tax years before 2015 and state and local examinations for tax years before 2013, with limited exceptions. Furthermore, the Company's non-U.S. subsidiaries are generally no longer subject to income tax examinations in major foreign taxing jurisdictions for tax years prior to 2013. The income tax returns of certain of our subsidiaries in various jurisdictions are currently under examination and it is possible that these examinations will conclude within the next twelve months. However, it is not possible to estimate net increases or decreases to the Company's unrecognized tax benefits during the next twelve months.

Note 8. Debt

On February 15, 2018, the Company amended its revolving credit facility with a consortium of banks that provides up to \$400,000 based on available collateral, including a \$110,000 letter of credit subfacility, and expires in February 2023. The Company may elect to increase the commitments under the revolving credit facility or incur one or more tranches of term loans in an aggregate amount of up to \$100,000, subject to the satisfaction of certain conditions. The Company may elect to add certain foreign subsidiaries as additional borrowers under the Credit Agreement (the "Foreign Subsidiary Borrowers"), subject to the satisfaction of certain conditions.

On February 15, 2018, the Company amended its accounts receivable securitization facility that provides up to \$150,000 based on available collateral and expires in February 2021. Pursuant to the terms of the facility, the Company is permitted to sell certain of its domestic trade receivables on a continuous basis to its wholly-owned, bankruptcy-remote subsidiary, Cooper Receivables LLC ("CRLLC"). In turn, CRLLC may sell from time to time an undivided ownership interest in the purchased trade receivables, without recourse, to a PNC Bank administered, asset-backed commercial paper conduit. The accounts receivable securitization facility has no significant financial covenants until available credit is less than specified amounts.

The Company had no borrowings under the revolving credit facility or the accounts receivable securitization facility at December 31, 2018 or 2017. Amounts used to secure letters of credit totaled \$16,800 and \$17,600 at December 31, 2018 and 2017, respectively. The Company's additional borrowing capacity, net of borrowings and amounts used to back letters of credit, and based on eligible collateral through use of its credit facility with its bank group and its accounts receivable securitization facility at December 31, 2018, was \$493,800.

The Company's consolidated operations in Asia have renewable unsecured credit lines that provide up to \$64,800 of borrowings and do not contain financial covenants. The additional borrowing capacity on the Asian credit lines, based on eligible collateral and the short-term notes payable, totaled \$49,500 at December 31, 2018.

In 2010 and 2017, Industrial Revenue Bonds (IRBs) were issued by the City of Texarkana to finance the design, equipping and construction of expansions, as well as the on-going operations of the Texarkana manufacturing facility, in return for real estate and equipment located at the Company's Texarkana tire manufacturing plant. The assets related to the expansion and on-going plant operations provide security for the bonds issued by the City of Texarkana. As a result, the City retains title to the assets and, in turn, provides a 100 percent property tax exemption to the Company. However, the Company has recorded the property in its Consolidated Balance Sheets, along with a capital lease obligation to repay the proceeds of the IRBs, because the arrangements are cancelable at any time at the Company's request. The Company has also purchased the IRBs and therefore is the bondholder, as well as the borrower/lessee of the property purchased with the IRB proceeds. The capital lease obligations and IRB assets are recorded net in the Consolidated Balance Sheets. At December 31, 2018 and 2017, the assets and liabilities associated with these City of Texarkana IRBs were \$35,000 and \$24,100, respectively.

The following table summarizes the long-term debt of the Company at December 31, 2018 and 2017. Except for the capitalized leases and other, the long-term debt is due in an aggregate principal payment on the due date:

| | 2018 | 2017 |
|---------------------------------------|-------------------|-------------------|
| Parent company | | |
| 8% unsecured notes due December 2019 | \$ 173,578 | \$ 173,578 |
| 7.625% unsecured notes due March 2027 | 116,880 | 116,880 |
| Capitalized leases and other | 6,245 | 7,684 |
| | 296,703 | 298,142 |
| Less: unamortized debt issuance costs | 659 | 742 |
| | 296,044 | 297,400 |
| Less: current maturities | 174,760 | 1,413 |
| | \$ 121,284 | \$ 295,987 |

Over the next five years, the Company has payments related to the above debt of:

| | Future Debt Payments |
|-------------------|----------------------|
| 2019 | \$ 174,760 |
| 2020 | — |
| 2021 | 5,063 |
| 2022 | — |
| 2023 through 2027 | 116,880 |

In addition, at December 31, 2018 and 2017, the Company had short-term notes payable of \$15,288 and \$39,450, respectively, due within twelve months, consisting of funds borrowed by the Company's operations in the PRC. The weighted average interest rate of the short-term notes payable at December 31, 2018 and 2017 was 4.82 percent and 4.46 percent, respectively.

Interest paid on debt during 2018, 2017 and 2016 was \$34,070, \$34,085 and \$28,842, respectively. The amount of interest capitalized was \$2,663, \$2,706 and \$3,016 during 2018, 2017 and 2016, respectively.

Note 9. Fair Value Measurements

Derivative financial instruments are utilized by the Company to reduce foreign currency exchange risks. The Company has established policies and procedures for risk assessment and the approval, reporting and monitoring of derivative financial instrument activities. The Company does not enter into financial instruments for trading or speculative purposes. The derivative financial instruments include non-designated and cash flow hedges of foreign currency exposures. The change in values of the non-designated foreign currency hedges offset the exchange rate fluctuations related to assets and liabilities recorded on the consolidated balance sheets. The cash flow hedges offset exchange rate fluctuations on the foreign currency-denominated intercompany loans and forecasted cash flows. The Company presently hedges exposures in various currencies generally for transactions expected to occur within the next 12 months. Additionally, the Company utilizes cash flow hedges that hedge already recognized intercompany loans with maturities of up to three years. The notional amount of these foreign currency derivative instruments at December 31, 2018 and 2017 was \$129,542 and \$134,530, respectively. The counterparties to each of these agreements are major commercial banks.

The Company uses non-designated foreign currency forward contracts to hedge its net foreign currency monetary assets and liabilities primarily resulting from non-functional currency denominated receivables and payables of certain U.S. and foreign entities.

Foreign currency forward contracts are also used to hedge variable cash flows associated with forecasted sales and purchases denominated in currencies that are not the functional currency of certain entities. The forward contracts have maturities of less than twelve months pursuant to the Company's policies and hedging practices. These forward contracts meet the criteria for and have been designated as cash flow hedges. Accordingly, the effective portion of the change in fair value of such forward contracts (approximately \$713 and \$(2,640) as of December 31, 2018 and 2017, respectively) are recorded as a separate component of stockholders' equity in the accompanying Consolidated Balance Sheets and reclassified into earnings as the hedged transactions occur.

The Company utilizes cross-currency interest rate swaps to hedge the principal and interest repayment of some intercompany loans. These contracts have maturities of up to three years and meet the criteria for and have been designated as cash flow hedges. Spot to spot changes are recorded in income and all other effective changes are recorded as a separate component of stockholders' equity.

The Company assesses hedge effectiveness prospectively and retrospectively, based on regression of the change in foreign currency exchange rates. Time value of money is included in effectiveness testing. The Company measures ineffectiveness on a trade by trade basis, using the hypothetical derivative method. Any hedge ineffectiveness is recorded in the Consolidated Statements of Income in the period in which the ineffectiveness occurs.

The derivative instruments are subject to master netting arrangements with the counterparties to the contracts. The following table presents the location and amounts of derivative instrument fair values in the Consolidated Balance Sheets:

| Assets/(liabilities) | Year Ended December 31, | |
|---|-------------------------|------------|
| | 2018 | 2017 |
| Designated as hedging instruments: | | |
| Gross amounts recognized | \$ (1,524) | \$ (2,808) |
| Gross amounts offset | 2,237 | 168 |
| Net amounts | 713 | (2,640) |
| Not designated as hedging instruments: | | |
| Gross amounts recognized | (544) | (684) |
| Gross amounts offset | 201 | 97 |
| Net amounts | (343) | (587) |
| Net amounts presented: | | |
| Other current assets (Accrued liabilities) | \$ 1,750 | \$ (1,893) |
| Other long-term liabilities | \$ (1,380) | \$ (1,334) |

The following table presents the location and amount of gains and losses on derivative instruments in the Consolidated Statements of Income:

| Derivatives Designated as Cash Flow Hedges | Year Ended December 31, | | |
|---|-------------------------|------------|------------|
| | 2018 | 2017 | 2016 |
| Amount of Gain (Loss) Recognized in Other Comprehensive Income on Derivatives (Effective Portion) | \$ 5,040 | \$ (6,092) | \$ (2,471) |
| Amount of Gain Reclassified from Accumulated Other Comprehensive Loss into Income (Effective Portion) | (2,412) | 3,619 | 100 |

| Derivatives not Designated as Hedging Instruments | Location of Gain (Loss) Recognized in Income on Derivatives | Amount of Gain (Loss) Recognized in Income on Derivatives Year Ended December 31, | | |
|---|---|---|------------|----------|
| | | 2018 | 2017 | 2016 |
| Foreign exchange contracts | Other non-operating income (expense) | \$ 602 | \$ (3,464) | \$ (156) |

For foreign exchange hedges of forecasted sales and purchases designated as effective, the Company reclassifies the gain (loss) from Other comprehensive (loss) income into Net sales and the ineffective portion is recorded directly into Other non-operating income (expense).

The Company has categorized its financial instruments, based on the priority of the inputs to the valuation technique, into the three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within the different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

Financial assets and liabilities recorded on the Consolidated Balance Sheets are categorized based on the inputs to the valuation techniques as follows:

Level 1. Financial assets and liabilities whose values are based on unadjusted quoted prices for identical assets or liabilities in an active market that the Company has the ability to access.

Level 2. Financial assets and liabilities whose values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability. Level 2 inputs include the following.

- a. Quoted prices for similar assets or liabilities in active markets;
- b. Quoted prices for identical or similar assets or liabilities in non-active markets;
- c. Pricing models whose inputs are observable for substantially the full term of the asset or liability; and
- d. Pricing models whose inputs are derived principally from or corroborated by observable market data through correlation or other means for substantially the full term of the asset or liability.

Level 3. Financial assets and liabilities whose values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect management's own assumptions about the assumptions a market participant would use in pricing the asset or liability.

The valuation of foreign currency derivative instruments was determined using widely accepted valuation techniques. This analysis reflected the contractual terms of the derivatives, including the period to maturity, and used observable market-based inputs, including forward points. The Company incorporated credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. Although the Company determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs, such as current credit ratings, to evaluate the likelihood of default by itself and its counterparties. However, as of December 31, 2018 and December 31, 2017, the Company assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and determined that the credit valuation adjustments were not significant to the overall valuation of its derivatives. As a result, the Company determined that its derivative valuations in their entirety were to be classified in Level 2 of the fair value hierarchy.

The valuation of stock-based liabilities was determined using the Company's stock price, and as a result, these liabilities are classified in Level 1 of the fair value hierarchy.

The following table presents the Company's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2018 and 2017:

| | December 31, 2018 | | | |
|-----------------------------|----------------------------------|--|---|--|
| | Total Assets (Liabilities) | Quoted Prices in Active Markets for Identical Assets Level (1) | Significant Other Observable Inputs Level (2) | Significant Unobservable Inputs Level (3) |
| Foreign Currency Derivative | \$ 370 | \$ — | \$ 370 | \$ — |
| Stock-based Liabilities | \$ (14,644) | \$ (14,644) | \$ — | \$ — |
| | December 31, 2017 | | | |
| | Total Assets (Liabilities) | Quoted Prices in Active Markets for Identical Assets Level (1) | Significant Other Observable Inputs Level (2) | Significant Unobservable Inputs Level (3) |
| Foreign Currency Derivative | \$ (3,227) | \$ — | \$ (3,227) | \$ — |
| Stock-based Liabilities | \$ (16,713) | \$ (16,713) | \$ — | \$ — |

The fair market value of Cash and cash equivalents, Notes receivable, Restricted cash included in Other current assets, Restricted cash included in Other assets, Notes payable and Current portion of long-term debt at December 31, 2018 and 2017

are equal to their corresponding carrying values as reported on the Consolidated Balance Sheets as of December 31, 2018 and 2017, respectively. Each of these classes of assets and liabilities is classified within Level 1 of the fair value hierarchy.

The fair market value of Long-term debt is \$137,343 and \$329,329 at December 31, 2018 and 2017, respectively, and is classified within Level 1 of the fair value hierarchy. The carrying value of Long-term debt is \$121,284 and \$295,987 as reported on the Consolidated Balance Sheets as of December 31, 2018 and 2017, respectively.

Note 10. Pensions and Postretirement Benefits Other than Pensions

The Company has a number of plans providing pension and retirement benefits. These plans include defined benefit and defined contribution plans. The plans cover substantially all U.S. domestic employees. There are also plans that cover employees in the U.K. and Germany. The Company has an unfunded, nonqualified supplemental retirement benefit plan in the U.S. covering certain employees whose participation in the qualified plan is limited by provisions of the Internal Revenue Code.

For defined benefit plans, benefits are generally based on compensation and length of service for salaried employees and length of service for hourly employees. In the U.S., the Company froze the pension benefits in its Spectrum (salaried employees) Plan in 2009. In 2012, the Company closed the U.S. pension plans for the bargaining units to new participants. Certain grandfathered participants in the bargaining unit plans continue to accrue pension benefits. Employees of certain of the Company's foreign operations in the U.K. and Germany are covered by either contributory or non-contributory trustee pension plans. In 2012, the Company froze the benefits in the U.K. pension plan.

Participation in the Company's defined contribution plans is voluntary. The Company matches plan participants' contributions up to various limits. Participants' contributions are limited based on their compensation and, for certain supplemental contributions which are not eligible for Company matching, based on their age. Certain employees covered by collective bargaining units receive restricted access company contributions. Expense for those plans was \$12,424, \$13,931 and \$13,260 for 2018, 2017 and 2016, respectively.

The Company currently provides retiree health care and life insurance benefits to a portion of its U.S. salaried and hourly employees. U.S. salaried and non-bargained hourly employees hired on or after January 1, 2003 are not eligible for retiree health care or life insurance coverage. The Company has reserved the right to modify or terminate certain of these salaried benefits at any time.

The Company has implemented household caps on the amounts of retiree medical benefits it will provide to certain retirees in the U.S. The caps do not apply to individuals who retired prior to certain specified dates. Costs in excess of these caps will be paid by plan participants. The Company implemented increased cost sharing in 2004 in the retiree medical coverage provided to certain eligible current and future retirees. Since then, cost sharing has expanded such that nearly all covered retirees pay a charge to be enrolled.

In accordance with U.S. GAAP, the Company recognizes the funded status (i.e., the difference between the fair value of plan assets and the projected benefit obligation) of its pension and OPEB plans and the net unrecognized actuarial losses and unrecognized prior service costs in the consolidated balance sheets. The unrecognized actuarial losses and unrecognized prior service costs (components of Accumulated other comprehensive loss in the Equity section of the balance sheet) will be subsequently recognized as net periodic benefit costs pursuant to the Company's historical accounting policy for amortizing such amounts. Further, actuarial gains and losses that arise in subsequent periods and are not recognized as net periodic benefit costs in the same periods will be recognized as a component of other comprehensive income.

The following table reflects changes in the projected obligations and fair market values of assets in all defined benefit pension and other postretirement benefit plans of the Company:

| | 2018 Pension Benefits | | | 2017 Pension Benefits | | | Other Postretirement Benefits | |
|---|-----------------------|---------------|--------------|-----------------------|---------------|--------------|-------------------------------|--------------|
| | Domestic | International | Total | Domestic | International | Total | 2018 | 2017 |
| Change in benefit obligation: | | | | | | | | |
| Projected Benefit Obligation at beginning of year | \$ 1,088,633 | \$ 461,426 | \$ 1,550,059 | \$ 1,040,498 | \$ 422,528 | \$ 1,463,026 | \$ 271,726 | \$ 262,275 |
| Service cost - employer | 10,363 | — | 10,363 | 9,860 | — | 9,860 | 1,948 | 2,003 |
| Interest cost | 36,840 | 11,161 | 48,001 | 39,251 | 11,525 | 50,776 | 9,251 | 10,063 |
| Actuarial (gain)/loss | (67,543) | (28,064) | (95,607) | 59,137 | 2,567 | 61,704 | (19,909) | 8,190 |
| Benefits paid | (63,542) | (17,889) | (81,431) | (60,113) | (15,959) | (76,072) | (11,218) | (10,805) |
| Plan Amendment | — | 3,704 | 3,704 | — | — | — | — | — |
| Foreign currency translation effect | — | (25,709) | (25,709) | — | 40,765 | 40,765 | — | — |
| Projected Benefit Obligation at December 31 | \$ 1,004,751 | \$ 404,629 | \$ 1,409,380 | \$ 1,088,633 | \$ 461,426 | \$ 1,550,059 | \$ 251,798 | \$ 271,726 |
| Change in plans' assets: | | | | | | | | |
| Fair value of plans' assets at beginning of year | \$ 944,346 | \$ 385,879 | \$ 1,330,225 | \$ 848,341 | \$ 328,533 | \$ 1,176,874 | \$ — | \$ — |
| Actual return on plans' assets | (33,063) | (8,591) | (41,654) | 120,620 | 27,199 | 147,819 | — | — |
| Employer contribution | 64,388 | 10,725 | 75,113 | 35,498 | 13,080 | 48,578 | — | — |
| Benefits paid | (63,542) | (17,889) | (81,431) | (60,113) | (15,959) | (76,072) | — | — |
| Foreign currency translation effect | — | (21,123) | (21,123) | — | 33,026 | 33,026 | — | — |
| Fair value of plans' assets at December 31 | \$ 912,129 | \$ 349,001 | \$ 1,261,130 | \$ 944,346 | \$ 385,879 | \$ 1,330,225 | \$ — | \$ — |
| Funded status | \$ (92,622) | \$ (55,628) | \$ (148,250) | \$ (144,287) | \$ (75,547) | \$ (219,834) | \$ (251,798) | \$ (271,726) |
| Amounts recognized in the balance sheets: | | | | | | | | |
| Accrued liabilities | \$ (300) | \$ — | \$ (300) | \$ (300) | \$ — | \$ (300) | \$ (15,344) | \$ (14,838) |
| Postretirement benefits other than pensions | — | — | — | — | — | — | \$ (236,454) | \$ (256,888) |
| Pension benefits | \$ (92,322) | \$ (55,628) | \$ (147,950) | \$ (143,987) | \$ (75,547) | \$ (219,534) | — | — |

Included in Accumulated other comprehensive loss at December 31, 2018 are the following amounts that have not yet been recognized in net periodic benefit cost: unrecognized prior service credits of (\$497) ((\$373) net of tax) and unrecognized actuarial losses of \$438,176 (\$401,979 net of tax).

Included in Accumulated other comprehensive loss at December 31, 2017 are the following amounts that have not yet been recognized in net periodic benefit cost: unrecognized prior service credits of (\$1,038) ((\$779) net of tax) and unrecognized actuarial losses of \$489,008 (\$439,666 net of tax).

The prior service credit and actuarial loss included in accumulated other comprehensive loss that are expected to be recognized in net periodic benefit cost during the fiscal year-ended December 31, 2019 are (\$409) and \$36,783, respectively.

The accumulated benefit obligation for all defined benefit pension plans was \$1,406,263 and \$1,546,705 at December 31, 2018 and 2017, respectively.

On October 26, 2018, in *Lloyds Banking Group Pensions Trustees Limited vs. Lloyds Bank plc and Others*, the High Court of Justice in the United Kingdom issued a ruling ("Court Ruling") requiring Lloyds Bank plc to equalize benefits payable to men and women under its U.K. defined benefit pension plan. The Court Ruling noted that the formulas used to determine guaranteed minimum pension (GMP) benefits violated gender-pay equality laws due to differences in the way benefits were calculated for men and women. As a result of this ruling, the U.K. pension plan was required to amend its benefit formulas and account for the higher pension payments resulting from GMP equalization. In accordance with ASC 715, this Court Ruling represents a change to the U.K. pension plan resulting in a retroactive increase in benefit levels for plan participants and has been accounted for as a prior service cost deferred in Other comprehensive loss, to be amortized as a component of net periodic benefit cost in future periods. The U.K. pension plan projected benefit obligation increased \$3,704 as a result of the amendment required due to the Court Ruling.

In 2016, in order to reduce the size and potential future volatility of the Company's domestic defined benefit pension plan obligations, the Company commenced an offer to approximately 1,200 former employees with deferred vested pension plan benefits. These former employees had the opportunity to make a one-time election to receive a lump-sum distribution of their benefits by the end of the third quarter of 2016. The vested benefit obligation associated with these former employees was approximately \$42,000, equivalent to about four percent of the Company's benefit obligation for the domestic plans. Cash payments of \$22,701 were made from plan assets in September 2016 to the former employees electing the lump-sum distribution. These payments represented a reduction of approximately two percent of the Company's benefit obligation for the domestic plans.

Due to the size of the lump-sum distribution, in accordance with U.S. GAAP, the Company was required to recognize non-cash settlement charges for all 2016 settlements. Based on the lump-sum distributions that were paid through the third quarter, the Company incurred a non-cash settlement charge of \$11,462 in the third quarter of 2016. Additionally, based on the lump-sum distributions that were paid in the fourth quarter, the Company incurred a non-cash settlement charge of \$800 in the fourth quarter. In total, cash payments of \$29,390 were made from plan assets as part of settlement activity in 2016.

Weighted average assumptions used to determine benefit obligations at December 31:

| | Pension Benefits | | Other Postretirement Benefits | |
|-----------------------|------------------|-------|-------------------------------|-------|
| | 2018 | 2017 | 2018 | 2017 |
| All plans | | | | |
| Discount rate | 3.70% | 3.20% | 4.05% | 3.50% |
| Domestic plans | | | | |
| Discount rate | 4.05% | 3.50% | 4.05% | 3.50% |
| Foreign plans | | | | |
| Discount rate | 2.80% | 2.50% | — | — |

At December 31, 2018, the weighted average assumed annual rate of increase in the cost of medical benefits was 6.75 percent trending linearly to 4.50 percent per annum in 2028.

The following tables disclose the amount of net periodic benefit costs for the years ended December 31, 2018, 2017 and 2016, respectively, for the Company's defined benefit plans and other postretirement benefits:

| | Pension Benefits - Domestic | | | Pension Benefits - International | | |
|---|-----------------------------|------------------|------------------|----------------------------------|-----------------|-----------------|
| | 2018 | 2017 | 2016 | 2018 | 2017 | 2016 |
| Components of net periodic benefit cost: | | | | | | |
| Service cost | \$ 10,363 | \$ 9,860 | \$ 9,613 | \$ — | \$ — | \$ 9 |
| Interest cost | 36,840 | 39,251 | 41,595 | 11,161 | 11,525 | 14,097 |
| Expected return on plan assets | (54,037) | (54,058) | (57,438) | (12,073) | (11,262) | (11,322) |
| Amortization of actuarial loss | 32,941 | 37,122 | 38,490 | 4,264 | 5,448 | 5,134 |
| Effect of settlements | — | — | 12,262 | — | — | — |
| Net periodic benefit cost | \$ 26,107 | \$ 32,175 | \$ 44,522 | \$ 3,352 | \$ 5,711 | \$ 7,918 |

| | Other Post Retirement Benefits | | |
|---|--------------------------------|------------------|------------------|
| | 2018 | 2017 | 2016 |
| Components of net periodic benefit cost: | | | |
| Service cost | \$ 1,948 | \$ 2,003 | \$ 2,149 |
| Interest cost | 9,251 | 10,063 | 10,819 |
| Amortization of prior service cost | (541) | (566) | (566) |
| Net periodic benefit cost | \$ 10,658 | \$ 11,500 | \$ 12,402 |

As discussed in Note 1 - Significant Accounting Policies, the Company retrospectively applied the adoption of ASU 2017-07, "Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost" as of January 1, 2018. The effect of the retrospective presentation change related to the net periodic cost of the Company's defined benefit plans and other postretirement benefits on the Company's Consolidated Statement of Income for the years ended December 31, 2017 and 2016, respectively, is shown in the following tables:

| December 31, 2017 | As Adjusted | Effect of change | | | Previously Reported |
|--|--------------|------------------|---------------|------------|---------------------|
| | | Americas | International | Corporate | |
| Cost of products sold | \$ 2,303,261 | \$ 29,181 | \$ 5,711 | \$ — | \$ 2,338,153 |
| Selling, general and administrative expense | 242,148 | 1,185 | — | 1,446 | 244,779 |
| Other pension and postretirement benefit expense | \$ (37,523) | \$ (30,366) | \$ (5,711) | \$ (1,446) | \$ — |

| December 31, 2016 | As Adjusted | Effect of change | | | Previously Reported |
|--|--------------|------------------|---------------|-------------|---------------------|
| | | Americas | International | Corporate | |
| Cost of products sold | \$ 2,234,786 | \$ 29,824 | \$ 7,909 | \$ — | \$ 2,272,519 |
| Selling, general and administrative expense | 252,625 | 1,848 | — | 1,228 | 255,701 |
| Pension settlement charges | — | — | — | 12,262 | 12,262 |
| Other pension and postretirement benefit expense | \$ (53,071) | \$ (31,672) | \$ (7,909) | \$ (13,490) | \$ — |

Weighted-average assumptions used to determine net periodic benefit cost for the years ended December 31:

| | Pension Benefits | | | Other Postretirement Benefits | | |
|--------------------------------|------------------|-------|-------|-------------------------------|-------|-------|
| | 2018 | 2017 | 2016 | 2018 | 2017 | 2016 |
| All plans | | | | | | |
| Discount rate | 3.20% | 3.54% | 4.10% | 3.50% | 3.95% | 4.20% |
| Expected return on plan assets | 5.34% | 5.57% | 6.16% | —% | —% | —% |
| Domestic plans | | | | | | |
| Discount rate | 3.50% | 3.90% | 4.20% | 3.50% | 3.95% | 4.20% |
| Expected return on plan assets | 6.25% | 6.50% | 7.00% | —% | —% | —% |
| Foreign plans | | | | | | |
| Discount rate | 2.50% | 2.50% | 3.84% | —% | —% | —% |
| Expected return on plan assets | 3.19% | 3.29% | 3.99% | —% | —% | —% |

The following table lists the projected benefit obligation, accumulated benefit obligation and fair value of plan assets for the pension plans with projected benefit obligations and accumulated benefit obligations in excess of plan assets at December 31, 2018 and 2017:

| | 2018 | | 2017 | |
|--------------------------------|--|--|--|--|
| | Projected benefit obligation exceeds plan assets | Accumulated benefit obligation exceeds plan assets | Projected benefit obligation exceeds plan assets | Accumulated benefit obligation exceeds plan assets |
| Projected benefit obligation | \$ 1,409,380 | \$ 1,409,380 | \$ 1,550,059 | \$ 1,550,059 |
| Accumulated benefit obligation | 1,406,263 | 1,406,263 | 1,546,705 | 1,546,705 |
| Fair value of plan assets | 1,261,130 | 1,261,130 | 1,330,225 | 1,330,225 |

Assumed health care cost trend rates for other postretirement benefits have a significant effect on the amounts reported. A one-percentage-point change in assumed health care cost trend rates would have the following effects:

| | Percentage Point | |
|--|------------------|----------|
| | Increase | Decrease |
| Increase (decrease) in total service and interest cost components | \$ 44 | \$ 38 |
| Increase (decrease) in the other postretirement benefit obligation | 1,078 | (950) |

The table below presents the Company's weighted average asset allocations for its domestic and U.K. pension plans' assets at December 31, 2018 and December 31, 2017 by asset category.

| Asset Category | U.S. Plans | | U.K. Plan | |
|--|-------------|------|-------------|------|
| | 2018 | 2017 | 2018 | 2017 |
| Fixed Income Collective Trust Funds and Securities | 68% | 52% | 70% | 68% |
| Equity Collective Trust Funds and Securities | 26 | 40 | 17 | 18 |
| Other Investment Collective Trust Funds and Securities | 3 | 6 | 12 | 13 |
| Cash | 3 | 2 | 1 | 1 |
| Total | 100% | 100% | 100% | 100% |

The Company manages the plans' asset allocation relative to the liability profile and funded status of the plans. It is expected that as the plan's funded status improves, the portfolio will take less risk as to preserve the funded status of the plan framework. The plans follow a glide path whereby a target return-seeking allocation is followed based upon a given funded ratio level. The plans' position with respect to the glide path is monitored and asset allocation and strategy changes to the plans' portfolio are made as appropriate. The plans' strategy is also monitored in relation to the capital markets, interest rates, and the regulatory environment. The assets of the Company's pension plan in Germany consist of investments in German insurance contracts.

In 2018, the Company made a \$25 million one-time additional discretionary contribution to the U.S. pension plans. This contribution improved the funding of the U.S. pension plans, while generating tax savings for the Company due to the deductibility of the contribution on the Company's 2017 tax return at a 35 percent federal corporate income tax rate, prior to the enactment of the Tax Act as of January 1, 2018.

The fair market value of U.S. plan assets was \$912,129 and \$944,346 at December 31, 2018 and 2017, respectively. The fair market value of the U.K. plan assets was \$347,108 and \$383,831 at December 31, 2018 and 2017, respectively. The fair market value of the German pension plan assets was \$1,893 and \$2,048 at December 31, 2018 and 2017, respectively.

The table below classifies the assets of the U.S. and U.K. plans using the Fair Value Hierarchy described in Note 9 - Fair Value Measurements.

| | Total | Fair Value Hierarchy | | | NAV ⁽¹⁾ |
|---------------------------------------|-------------------|----------------------|------------------|------------------|--------------------|
| | | Level 1 | Level 2 | Level 3 | |
| December 31, 2018 | | | | | |
| United States plans | | | | | |
| Cash and cash equivalents | \$ 23,896 | \$ 23,896 | \$ — | \$ — | \$ — |
| Collective Trust Funds - Equity | 238,795 | — | — | — | 238,795 |
| Collective Trust Funds - Fixed income | 622,576 | — | 10,514 | — | 612,062 |
| Collective Trust Funds - Real Estate | 26,862 | \$ — | \$ — | \$ — | \$ 26,862 |
| | <u>\$ 912,129</u> | <u>\$ 23,896</u> | <u>\$ 10,514</u> | <u>\$ —</u> | <u>\$ 877,719</u> |
| United Kingdom plan | | | | | |
| Cash and cash equivalents | \$ 1,644 | \$ 1,644 | \$ — | \$ — | \$ — |
| Equity securities | 58,848 | 58,848 | — | — | — |
| Fixed income securities | 244,262 | 244,262 | — | — | — |
| Other investments | 42,354 | — | 13,416 | 28,938 | — |
| | <u>\$ 347,108</u> | <u>\$ 304,754</u> | <u>\$ 13,416</u> | <u>\$ 28,938</u> | <u>\$ —</u> |
| December 31, 2017 | | | | | |
| United States plans | | | | | |
| Cash & Cash Equivalents | \$ 18,819 | \$ 18,819 | \$ — | \$ — | \$ — |
| Collective Trust Funds - Equity | 381,696 | — | — | — | 381,696 |
| Collective Trust Funds - Fixed Income | 490,955 | — | 1,075 | — | 489,880 |
| Collective Trust Funds - Real Estate | 52,876 | — | — | — | 52,876 |
| | <u>\$ 944,346</u> | <u>\$ 18,819</u> | <u>\$ 1,075</u> | <u>\$ —</u> | <u>\$ 924,452</u> |
| United Kingdom plan | | | | | |
| Cash & Cash Equivalents | \$ 1,578 | \$ 1,578 | \$ — | \$ — | \$ — |
| Equity securities | 69,547 | 69,547 | — | — | — |
| Fixed income securities | 261,260 | 261,260 | — | — | — |
| Other investments | 51,446 | — | 13,376 | 38,070 | — |
| | <u>\$ 383,831</u> | <u>\$ 332,385</u> | <u>\$ 13,376</u> | <u>\$ 38,070</u> | <u>\$ —</u> |

(1) Investments in common/ collective trusts invest primarily in publicly traded securities and are valued using net asset value (NAV) of units of a bank collective trust. Therefore, these amounts have not been classified in the fair value hierarchy and are presented in the tables to reconcile the fair value hierarchy to the total fair value of plan assets. The prior year presentation of the investment classification has been modified to align with the current year presentation.

Plan assets are measured at fair value. While the Company believes its valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date. The Company's valuation methodologies used for the plan assets measured at fair value are as follows:

Cash and cash equivalents – Cash and cash equivalents include cash on deposit and investments in money market mutual funds that invest mainly in short-term instruments and cash, both of which are valued using a market approach.

Equity securities – Common, preferred, and foreign stocks are valued using a market approach at the closing price on their principal exchange and are included in Level 1 of the fair value hierarchy.

Fixed income securities – Corporate and foreign bonds are valued using a market approach at the closing price reported on the active market on which the individual securities are traded and are included in Level 1 of the fair value hierarchy.

Collective trust funds – Collective trust funds are valued at the net asset value of units held at year end and are excluded from the fair value hierarchy. The Collective trust funds fair value has been included within the table above based on the underlying investment strategy.

Equity Funds – Collective trust funds classified as Equity primarily invest in U.S. and non-U.S. securities in both small and large capitalization markets.

Fixed Income Funds – Collective trust funds classified as Fixed Income primarily invest in debt securities, U.S. treasury securities, and fixed income securities.

Real Estate Funds - Collective trust funds classified as Real Estate Funds are invested in global real estate securities.

The fair market values of the Level 3 assets in the U.K. plan are determined by the fund manager using a discounted cash flow methodology. The future cash flows expected to be generated by the assets of the funds and made available to investors are estimated and then discounted back to the valuation date. The discount rate is derived by adding a risk premium to the risk-free interest rate applicable to the country in which the assets are located.

The following table details the activity in these investments for the years ended December 31, 2016, 2017 and 2018:

| | U.K. Plan Level 3 Assets |
|-------------------------------------|-----------------------------|
| Balance at December 31, 2015 | \$ 27,062 |
| Transfer into level 3 | 9,489 |
| Disbursements | — |
| Change in fair value | 3,545 |
| Foreign currency translation effect | (6,300) |
| Balance at December 31, 2016 | 33,796 |
| Transfer into level 3 | — |
| Disbursements | — |
| Change in fair value | 969 |
| Foreign currency translation effect | 3,305 |
| Balance at December 31, 2017 | 38,070 |
| Transfer into level 3 | — |
| Disbursements | — |
| Change in fair value | (7,294) |
| Foreign currency translation effect | (1,838) |
| Balance at December 31, 2018 | \$ 28,938 |

The Company determines the annual expected rates of return on pension assets by first analyzing the composition of its asset portfolio. Historical rates of return are applied to the portfolio. These computed rates of return are reviewed by the Company's investment advisers and actuaries. Industry comparables and other outside guidance are also considered in the annual selection of the expected rates of return on pension assets.

During 2018, the Company contributed \$75,113 to its domestic and foreign pension plans, and during 2019, the Company expects to contribute between \$45,000 and \$55,000 to its domestic and foreign pension plans.

The Company estimates its benefit payments for its domestic and foreign pension plans and other postretirement benefit plans during the next ten years to be as follows:

| | Pension Benefits | Other Postretirement Benefits |
|-------------------|---------------------|-------------------------------------|
| 2019 | \$ 83,902 | \$ 15,344 |
| 2020 | 84,330 | 15,927 |
| 2021 | 85,273 | 16,238 |
| 2022 | 86,832 | 16,446 |
| 2023 | 87,019 | 16,557 |
| 2024 through 2028 | 442,081 | 82,022 |

Note 11. Other Long-Term Liabilities

Other long-term liabilities at December 31 were as follows:

| | 2018 | 2017 |
|--------------------------------|-------------------|-------------------|
| Product liability | \$ 81,574 | \$ 85,192 |
| Long-term income taxes payable | 20,145 | 29,463 |
| Stock-based liabilities | 14,451 | 14,365 |
| Other | 19,560 | 15,197 |
| Other long-term liabilities | <u>\$ 135,730</u> | <u>\$ 144,217</u> |

Note 12. Common Stock**Share Repurchase Programs**

Share repurchase programs require the approval of the Company's Board of Directors. The following table summarizes the Company's Board authorized share repurchase programs and related information for the years ended December 31, 2018, 2017 and 2016:

| Program ⁽¹⁾ | Date Authorized by Board of Directors | Expiration Date | Amount Authorized (excluding commissions) | Amount Spent as of December 31, 2018 (excluding commissions) | Status |
|-------------------------|---------------------------------------|-------------------|---|--|---------------------------|
| 2017 Repurchase Program | February 16, 2017 | December 31, 2019 | \$ 300,000 | \$ 106,877 | Active |
| 2016 Repurchase Program | February 19, 2016 | December 31, 2017 | 200,000 | 104,366 | Superseded ⁽²⁾ |

(1) The repurchase programs listed above do not obligate the Company to acquire any specific number of shares and can be suspended or discontinued at any time without notice. Shares can be repurchased in privately negotiated and/or open market transactions, including under plans complying with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. All repurchases under the programs listed above have been made using cash resources.

(2) The approximately \$95,634 remaining authorization under the 2016 Repurchase Program as of February 16, 2017 is included in the \$300,000 maximum amount authorized by the 2017 Repurchase Program.

The following table summarizes the Company's open market and 10b5-1 plan share repurchase activity and related information during the years ended December 31, 2018, 2017 and 2016:

| | Number of Shares | Average Repurchase Price Per Share | Amount (including commissions) |
|---------------------------------|------------------|------------------------------------|--------------------------------|
| 2018 share repurchase activity: | | | |
| 2017 Repurchase Program | 1,018,089 | 29.65 | \$ 30,183 |
| Total share repurchases | <u>1,018,089</u> | | <u>30,183</u> |
| 2017 share repurchase activity: | | | |
| 2017 Repurchase Program | 2,136,237 | \$ 35.95 | \$ 76,788 |
| 2016 Repurchase Program | 383,690 | 36.70 | 14,080 |
| Total share repurchases | <u>2,519,927</u> | <u>36.06</u> | <u>\$ 90,868</u> |
| 2016 share repurchase activity: | | | |
| 2016 Repurchase Program | 2,630,433 | \$ 34.36 | \$ 90,377 |
| 2015 Repurchase Program | 497,094 | 35.45 | 17,622 |
| Total share repurchases | <u>3,127,527</u> | <u>34.53</u> | <u>\$ 107,999</u> |

Since the share repurchases began in August 2014 through December 31, 2018, the Company has repurchased 15,768,845 shares of the Company's common stock at an average cost of \$34.11 per share.

Reserved Shares

There were 7,646,708 common shares reserved for grants under compensation plans at December 31, 2018. The Company eliminated the option for plan participants in the Company's Spectrum Investment Savings Plan and Pre-Tax Savings plans to purchase additional shares of the Company's common stock in March 2014.

Note 13. Stock-Based Compensation

The Company's incentive compensation plans allow the Company to grant awards to employees in the form of stock options, stock awards, restricted stock units, stock appreciation rights, performance stock units, dividend equivalents and other awards. Compensation related to these awards is determined based on the grant-date fair value and is amortized to expense over the vesting period. The Company recognizes compensation expense based on the earlier of the vesting date or the date when the employee becomes eligible to retire without forfeiture of the award. If awards can be settled in cash, these awards are recorded as liabilities and marked to market.

The following table discloses the amount of stock-based compensation expense:

| | Stock-Based Compensation | | |
|--------------------------------|--------------------------|----------|-----------|
| | 2018 | 2017 | 2016 |
| Stock options | \$ — | \$ 14 | \$ 506 |
| Restricted stock units | 3,196 | 3,302 | 5,595 |
| Performance stock units | 672 | 693 | 7,469 |
| Total stock-based compensation | \$ 3,868 | \$ 4,009 | \$ 13,570 |

Stock Options

The 2006, 2010 and 2014 Incentive Compensation Plans provide for granting options to key employees to purchase common shares at prices not less than market at the date of grant. Options under these plans may have terms of up to ten years becoming exercisable in whole or in consecutive installments, cumulative or otherwise. The plans allow the granting of nonqualified stock options which are not intended to qualify for the tax treatment applicable to incentive stock options under provisions of the Internal Revenue Code.

In February 2013, executives participating in the 2013-2015 Long-Term Incentive Plan were granted 330,639 stock options, which vested one-third each year through February 2016. In February 2014, executives participating in the 2014-2016 Long-Term Incentive Plan were granted 380,064 stock options, which will vest one-third each year through February 2017. No stock options have been granted to executives participating in the Long-Term Incentive Plan since then. Outstanding options do not contain any performance-based criteria. The Company recognizes compensation expense based on the earlier of the vesting date or the date when the employee becomes eligible to retire.

Summarized information for the plans follows:

| | Number of Shares | Weighted Average Exercise Price (per share) | Aggregate Intrinsic Value (thousands) |
|----------------------------------|------------------|---|---------------------------------------|
| Outstanding at December 31, 2017 | 285,579 | \$ 22.08 | |
| Granted | — | — | |
| Exercised | (16,111) | 19.01 | |
| Expired | — | — | |
| Canceled | (666) | 18.71 | |
| Outstanding at December 31, 2018 | 268,802 | 22.27 | \$ 2,704 |
| Exercisable at December 31, 2018 | 268,802 | 22.27 | 2,704 |

| | Year ended December 31, | | |
|---|-------------------------|----------|----------|
| | 2018 | 2017 | 2016 |
| Weighted average grant-date fair value of options granted (per share) | \$ — | \$ — | \$ — |
| Aggregate intrinsic value of options exercised (thousands) | \$ 298 | \$ 4,194 | \$ 2,640 |
| Weighted average grant-date fair value of shares vested (thousands) | \$ — | \$ 1,400 | \$ 2,633 |

The weighted average remaining contractual life of options outstanding at December 31, 2018 is 3.8 years. All outstanding stock options are exercisable.

Segregated disclosure of options outstanding at December 31, 2018 was as follows:

| | Range of Exercise Prices | |
|---------------------------------|-------------------------------|----------------------|
| | Less than or equal to \$15.63 | Greater than \$15.63 |
| Options outstanding | 38,660 | 230,142 |
| Weighted average exercise price | \$ 11.99 | \$ 24.00 |
| Remaining contractual life | 2.2 | 4.1 |
| Options exercisable | 38,660 | 230,142 |
| Weighted average exercise price | \$ 11.99 | \$ 24.00 |

At December 31, 2018, the Company had fully amortized all expense related to its stock option awards.

Restricted Stock Units

Under the 2001 and 2014 Incentive Compensation Plans, restricted stock units may be granted to officers and certain other employees as awards for exceptional performance, as a hiring or retention incentive or as part of the Long-Term Incentive Plan. The restricted stock units granted in 2016, 2017 and 2018 have vesting periods of three to four years. In February 2016, employees participating in the 2016-2018 Long-Term Incentive Plan were granted 106,287 restricted stock units which vest one-third each year through February 2019. In February 2017, employees participating in the 2017-2019 Long-Term Incentive Plan were granted 82,563 restricted stock units which vest one-third each year through February 2020. In February 2018, employees participating in the 2018-2020 Long-Term Incentive Plan were granted 92,373 restricted stock units which vest one-third each year through February 2021. Compensation expense related to the restricted stock units granted is determined based on the fair value of the Company's stock on the date of grant. The Company recognizes compensation expense based on the earlier of the vesting date or the date when the employee becomes eligible to retire. Employees must remain employed for at least six months to vest in the restricted stock units, even if retirement eligible.

The following table provides details of the nonvested restricted stock units for 2018:

| | Number of Restricted Units | Weighted Average Grant-Date Fair Value (per share) |
|--------------------------------|----------------------------|--|
| Nonvested at December 31, 2017 | 180,388 | \$ 37.14 |
| Granted | 141,073 | 34.53 |
| Vested | (81,282) | 36.91 |
| Canceled | (2,855) | 36.04 |
| Accrued dividend equivalents | 3,667 | 35.96 |
| Nonvested at December 31, 2018 | 240,991 | \$ 35.69 |

| | Year ended December 31, | | |
|---|-------------------------|----------|----------|
| | 2018 | 2017 | 2016 |
| Weighted average grant-date fair value of restricted shares granted (per share) | \$ 34.53 | \$ 38.33 | \$ 36.02 |
| Weighted average grant-date fair value of shares vested (thousands) | \$ 3,000 | \$ 5,627 | \$ 3,195 |

The number of vested restricted stock units at December 31, 2018 and 2017 was 1,460 and 2,499, respectively. At December 31, 2018, the Company has \$2,897 of unvested compensation cost related to restricted stock units and this cost will be recognized as expense over a weighted average period of 28 months.

Performance Stock Units

Compensation related to the performance stock units is determined based on the fair value of the Company's stock on the date of grant combined with performance metrics. During 2014, executives participating in the Company's Long-Term Incentive Plan earned 123,788 performance stock units based on the Company's financial performance in 2014. Of these units, 49,248 vested in 2014, 32,074 vested in 2015 and 38,091 vested in 2016. During 2015, executives participating in the Company's Long-Term Incentive Plan earned 231,543 performance stock units based on the Company's financial performance in 2015. Of these units, 69,912 vested in 2015, 83,371 vested in 2016 and 66,909 vested in 2017. During 2016, executives participating in the Company's Long-Term Incentive Plan earned 179,865 performance stock units based on the Company's financial performance in 2016. Of these units, 55,570 vested in 2016, 45,435 vested in 2017 and 48,163 vested in 2018, respectively. During 2017, executives participating in the Company's Long-Term Incentive Plan did not earn any performance stock units based on the Company's financial performance in 2017. During 2018, executives participating in the Company's Long-Term Incentive Plan earned 32,517 performance stock units based on the Company's financial performance in 2018. Of these units, 7,350 vested in 2018, 10,922 will vest in 2019 and 13,799 will vest in 2020, respectively. The Company recognizes compensation expense based on the earlier of the vesting date or the date when the employee becomes eligible to retire.

The following table provides details of the nonvested performance stock units earned under the Company's Long-Term Incentive Plan:

| | Number of Performance Units | Weighted Average Grant- Date Fair Value (per share) |
|--------------------------------|--------------------------------|--|
| Nonvested at December 31, 2017 | 49,051 | \$ 36.76 |
| Earned | 32,517 | 36.08 |
| Vested | (49,524) | 36.76 |
| Canceled | (750) | 36.41 |
| Accrued dividend equivalents | 777 | 36.76 |
| Nonvested at December 31, 2018 | 32,071 | \$ 27.79 |

The weighted average fair value of performance stock units granted in 2018, 2017 and 2016 was \$36.08, \$38.23 and \$36.76, respectively.

At December 31, 2018, the Company had \$392 of unvested compensation cost related to performance stock units and this cost will be recognized as expense over a weighted average period of 20 months.

The Company's nonvested restricted stock units and performance stock units are not participating securities. These units will be converted into shares of Company common stock in accordance with the distribution date indicated in the agreements. Restricted stock units earn dividend equivalents from the time of the award until distribution is made in common shares. Performance stock units earn dividend equivalents from the time the units have been earned based upon Company performance metrics until distribution is made in common shares. Dividend equivalents are only earned subject to vesting of the underlying restricted stock units or performance stock units. Accordingly, such units do not represent participating securities.

At December 31, 2018, the company had 2,223,534 shares available for future issuance under equity compensation plans.

In 2018, excess tax benefits were not material, while in 2017, \$1,877 of excess tax benefits were recognized as a discrete item in the provision for income taxes and included as an operating activity in the Consolidated Statement of Cash Flows as a result of the adoption of ASU 2016-09, "Improvements to Employee Share-Based Payment Accounting." The Company recognized \$274 of excess tax benefits on stock based compensation transactions as a financing cash inflow for the year ended December 31, 2016.

Note 14. Changes in Accumulated Other Comprehensive Income (Loss) by Component

The balances of each component of accumulated other comprehensive income (loss) in the accompanying Consolidated Statements of Equity were as follows:

| | Cumulative Translation Adjustment | Derivative Instruments | Post- retirement Benefits | Total |
|--|---|---------------------------|---------------------------------|------------------|
| Ending balance, December 31, 2016 | (75,415) | 1,967 | (471,703) | (545,151) |
| Other comprehensive (loss) income before reclassifications | 35,475 | (6,092) | 13,385 | 42,768 |
| Foreign currency translation effect | — | — | (7,855) | (7,855) |
| Income tax effect | — | 1,823 | 191 | 2,014 |
| Amount reclassified from accumulated other comprehensive income (loss) | | | | |
| Cash flow hedges | — | 3,619 | — | 3,619 |
| Amortization of prior service credit | — | — | (566) | (566) |
| Amortization of actuarial losses | — | — | 42,570 | 42,570 |
| Income tax effect | — | (968) | (14,909) | (15,877) |
| Other comprehensive income (loss) | 35,475 | (1,618) | 32,816 | 66,673 |
| Ending balance, December 31, 2017 | (39,940) | 349 | (438,887) | (478,478) |
| Other comprehensive income (loss) before reclassifications | (22,193) | 5,040 | 9,209 | (7,944) |
| Foreign currency translation effect | — | — | (264) | (264) |
| Income tax effect | — | (1,213) | (242) | (1,455) |
| Amount reclassified from accumulated other comprehensive income (loss) | | | | |
| Cash flow hedges | — | (2,412) | — | (2,412) |
| Amortization of prior service credit | — | — | (541) | (541) |
| Amortization of actuarial losses | — | — | 37,203 | 37,203 |
| Income tax effect | — | 386 | (8,084) | (7,698) |
| Other comprehensive (loss) income | (22,193) | 1,801 | 37,281 | 16,889 |
| Ending balance, December 31, 2018 | (62,133) | 2,150 | (401,606) | (461,589) |

Note 15. Comprehensive Income (Loss) Attributable to Noncontrolling Shareholders' Interests

The following table provides the details of the comprehensive income (loss) attributable to noncontrolling shareholders' interests:

| | 2018 | 2017 | 2016 |
|--|----------|----------|------------|
| Net income attributable to noncontrolling shareholders' interests | \$ 3,977 | \$ 1,345 | \$ 2,913 |
| Other comprehensive income (loss): | | | |
| Currency translation adjustments | (2,237) | 3,375 | (4,573) |
| Comprehensive income (loss) attributable to noncontrolling shareholders' interests | \$ 1,740 | \$ 4,720 | \$ (1,660) |

Note 16. Lease Commitments

The Company rents certain distribution and other facilities and equipment under long-term leases expiring at various dates. The total rental expense for the Company, including these long-term leases and all other rentals, was \$57,426, \$53,532 and \$41,397 for 2018, 2017 and 2016, respectively.

Future minimum payments for all non-cancelable operating leases through the end of their terms, which in aggregate total \$125,729, are listed below. Certain of these leases contain provisions for optional renewal at the end of the lease terms.

| | | |
|------------|----|--------|
| 2019 | \$ | 31,711 |
| 2020 | | 27,861 |
| 2021 | | 17,158 |
| 2022 | | 12,951 |
| 2023 | | 9,324 |
| Thereafter | | 26,724 |

Note 17. Contingent Liabilities**Product Liability Claims**

The Company is a defendant in various product liability claims brought in numerous jurisdictions in which individuals seek damages resulting from motor vehicle accidents allegedly caused by defective tires manufactured by the Company. Each of the product liability claims faced by the Company generally involves different types of tires and circumstances surrounding the accident such as different applications, vehicles, speeds, road conditions, weather conditions, driver error, tire repair and maintenance practices, service life conditions, as well as different jurisdictions and different injuries. In addition, in many of the Company's product liability lawsuits the plaintiff alleges that his or her harm was caused by one or more co-defendants who acted independently of the Company. Accordingly, both the claims asserted and the resolutions of those claims have an enormous amount of variability. The aggregate amount of damages asserted at any point in time is not determinable since often times when claims are filed, the plaintiffs do not specify the amount of damages. Even when there is an amount alleged, at times the amount is wildly inflated and has no rational basis.

The fact that the Company is a defendant in product liability lawsuits is not surprising given the current litigation climate, which is largely confined to the United States. However, the fact that the Company is subject to claims does not indicate that there is a quality issue with the Company's tires. The Company sells approximately 30 to 35 million passenger car, light truck, SUV, TBR and motorcycle tires per year in North America. The Company estimates that approximately 300 million Company-produced tires made up of thousands of different specifications are still on the road in North America. While tire disablements do occur, it is the Company's and the tire industry's experience that the vast majority of tire failures relate to service-related conditions, which are entirely out of the Company's control, such as failure to maintain proper tire pressure, improper maintenance, improper repairs, road hazard and excessive speed.

The Company accrues costs for product liability at the time a loss is probable and the amount of loss can be estimated. The Company believes the probability of loss can be established and the amount of loss can be estimated only after certain minimum information is available, including verification that Company-produced product were involved in the incident giving rise to the claim, the condition of the product purported to be involved in the claim, the nature of the incident giving rise to the claim and the extent of the purported injury or damages. In cases where such information is known, each product liability claim is evaluated based on its specific facts and circumstances. A judgment is then made to determine the requirement for establishment or revision of an accrual for any potential liability. Adjustments to estimated reserves are recorded in the period in which the change in estimate occurs. The liability often cannot be determined with precision until the claim is resolved.

Pursuant to ASU 450 "Contingencies," the Company accrues the minimum liability for each known claim when the estimated outcome is a range of probable loss and no one amount within that range is more likely than another. The Company uses a range of losses because an average cost would not be meaningful since the product liability claims faced by the Company are unique and widely variable, and accordingly, the resolutions of those claims have an enormous amount of variability. The costs have ranged from zero dollars to \$33 million in one case with no "average" that is meaningful. No specific accrual is made for individual unasserted claims or for premature claims, asserted claims where the minimum information needed to evaluate the probability of a liability is not yet known. However, an accrual for such claims based, in part, on management's expectations for future litigation activity and the settled claims history is maintained. The Company periodically reviews such estimates and any adjustments for changes in reserves are recorded in the period in which the change in estimate occurs. Because of the speculative nature of litigation in the U.S., the Company does not believe a meaningful aggregate range of potential loss for

asserted and unasserted claims can be determined. While the Company believes its reserves are reasonably stated, it is possible an individual claim from time to time may result in an aberration from the norm and could have a material impact.

The time frame for the payment of a product liability claim is too variable to be meaningful. From the time a claim is filed to its ultimate disposition depends on the unique nature of the case, how it is resolved - claim dismissed, negotiated settlement, trial verdict or appeals process - and is highly dependent on jurisdiction, specific facts, the plaintiff's attorney, the court's docket and other factors. Given that some claims may be resolved in weeks and others may take five years or more, it is impossible to predict with any reasonable reliability the time frame over which the accrued amounts may be paid.

The Company regularly reviews the probable outcome of outstanding legal proceedings and the availability and limits of the insurance coverage, and accrues for such legal proceedings at the time a loss is probable and the amount of the loss can be estimated. As part of its regular review, the Company monitors trends that may affect its ultimate liability and analyzes the developments and variables likely to affect pending and anticipated claims against the Company and the reserves for such claims. The Company utilizes claims experience, as well as trends and developments in the litigation climate, in estimating its required accrual. Based on the Company's quarterly reviews completed in the third quarter of 2018, the Company reduced its estimate of pending and anticipated product liability claims, which resulted in a benefit of \$31,058 in the quarter. In the third quarter of 2017, a similar review was performed and the Company recognized a benefit of \$40,700. The reduced estimate of pending and anticipated product liability claims, coupled with normal activity, including the addition of another year of self-insured incidents, settlements and changes in the amount of reserves, the Company decreased its accrual from \$129,892 at December 31, 2017 to \$112,124 at December 31, 2018.

The addition of another year of self-insured incidents accounted for an increase of \$42,354 in the Company's product liability reserve in 2018. Settlements, changes in the amount of reserves for cases where sufficient information is known to estimate a liability, and changes in assumptions decreased the liability by \$38,732.

During 2018 the Company paid \$21,390 and during 2017, the Company paid \$55,671 to resolve cases and claims. The Company's product liability reserve balance at December 31, 2018 totaled \$112,124 (the current portion of \$30,550 is included in Accrued liabilities and the long-term portion is included in Other long-term liabilities on the Consolidated Balance Sheets), and the balance at December 31, 2017 totaled \$129,892 (current portion of \$44,700).

The product liability expense reported by the Company includes amortization of insurance premium costs, adjustments to settlement reserves and legal costs incurred in defending claims against the Company. Legal costs are expensed as incurred and product liability insurance premiums are amortized over coverage periods.

Product liability expense totaled \$17,692, \$25,970 and \$65,448 in 2018, 2017 and 2016. Product liability expenses are included in Cost of products sold in the Consolidated Statements of Income.

Other Litigation

In addition to the proceedings described above, the Company is involved in various other legal proceedings arising in the ordinary course of business. The Company regularly reviews the probable outcome of these proceedings, the expenses expected to be incurred, the availability and limits of the insurance coverage, and accrues for these proceedings at the time a loss is probable and the amount of the loss can be estimated. Although the outcome of these pending proceedings cannot be predicted with certainty and an estimate of any such loss cannot be made, the Company believes that any liabilities that may result from these proceedings are not reasonably likely to have a material adverse effect on the Company's liquidity, financial condition or results of operations.

Employment Contracts and Agreements

No executives have employment agreements as of December 31, 2018. The Executive Officers and certain other employees are covered by the Cooper Tire & Rubber Company Change in Control Severance Pay Plan.

At December 31, 2018, approximately 38 percent of the Company's workforce was represented by collective bargaining units.

Note 18. Business Segments

The Company has four segments under ASC 280, "Segments":

- North America, composed of the Company's operations in the United States and Canada;
- Latin America, composed of the Company's operations in Mexico, Central America and South America;
- Europe; and
- Asia.

North America and Latin America meet the criteria for aggregation in accordance with ASC 280, as they are similar in their production and distribution processes and exhibit similar economic characteristics. The aggregated North America and Latin America segments are presented as "Americas Tire Operations" in the segment disclosure. The Americas Tire Operations segment manufactures and markets passenger car and light truck tires, primarily for sale in the U.S. replacement market. The segment also has a joint venture manufacturing operation in Mexico, COOCSA, which supplies passenger car tires to the North American, Mexican, Central American and South American markets. The segment also markets and distributes racing, TBR and motorcycle tires. The racing and motorcycle tires are manufactured by the Company's European Operations segment and by others. TBR tires are sourced from GRT and through an off-take agreement that was entered with PCT, the Company's former joint venture. In December 2017, the Company signed an off-take agreement with Sailun Vietnam, effective from January 1, 2018 through December 31, 2020, as an additional source of TBR tires. On December 12, 2018, Cooper Vietnam, a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires. The new joint venture is expected to begin producing tires in 2020. Major distribution channels and customers include independent tire dealers, wholesale distributors, regional and national retail tire chains, and large retail chains that sell tires as well as other automotive products. The segment does not currently sell its products directly to end users, except through three Company-owned retail stores. The segment sells a limited number of tires to OEMs.

Both the Europe and Asia segments have been determined to be individually immaterial, as they do not meet the quantitative requirements for segment disclosure under ASC 280. In accordance with ASC 280, information about operating segments that are not reportable shall be combined and disclosed in an all other category separate from other reconciling items. As a result, these two segments have been combined in the segment operating results discussion. The results of the combined Europe and Asia segments are presented as "International Tire Operations." The European operations include manufacturing operations in the U.K. and Serbia. The U.K. entity manufactures and markets passenger car, light truck, motorcycle and racing tires and tire retread material for domestic and global markets. The Serbian entity manufactures passenger car and light truck tires primarily for the European markets and for export to the North American segment. The Asian operations are located in the PRC. Cooper Kunshan Tire manufactures passenger car and light truck tires both for the Chinese domestic market and for export to markets outside of the PRC. On December 1, 2016, the Company acquired 65 percent ownership of China-based GRT, a joint venture manufacturing facility located in the PRC. GRT serves as a global source of TBR tire production for the Company. The segment also had another joint venture in the PRC, PCT, which manufactured and marketed truck and bus radial and bias tires, as well as passenger car and light truck tires for domestic and global markets. The Company sold its ownership interest in this joint venture in November 2014, and the Company began procuring certain TBR and passenger car tires under off-take agreements with PCT through mid-2018, which were subsequently extended and now expire in mid-2020. In December 2017, the Company signed an off-take agreement with Sailun Vietnam, as an additional source of TBR tires. On December 12, 2018, Cooper Vietnam, a wholly owned subsidiary of Cooper, and Sailun Vietnam entered into an equity joint venture contract to establish a joint venture in Vietnam which will produce and sell TBR tires in addition to the off-take agreement. The new joint venture is expected to begin producing tires in 2020. The segment sells a majority of its tires in the replacement market, with a growing portion also sold to OEMs.

On January 17, 2019, Cooper Tire Europe, a wholly owned subsidiary of the Company, committed to a plan to cease light vehicle tire production at its Melksham, England facility. Light vehicle tire production is expected to be phased out over a period of approximately 10 months. An estimated 300 roles will be eliminated at the site. Cooper Tire Europe will obtain light vehicle tires to meet customer needs from other production sites within the Company's global production network. Approximately 400 roles will remain in Melksham to support the functions that continue there, including motorsports and motorcycle tire production, the materials business, Cooper Tire Europe headquarters, sales and marketing, and the Europe Technical Center.

The following customers of the Americas Tire Operations segment contributed ten percent or more of the Company's total consolidated net sales in 2018, 2017 and 2016. Net sales and percentage of consolidated Company sales for these customers in 2018, 2017 and 2016 were as follows:

| Customer | 2018 | | 2017 | | 2016 | |
|----------------------------------|------------|------------------------|------------|------------------------|------------|------------------------|
| | Net Sales | Consolidated Net Sales | Net Sales | Consolidated Net Sales | Net Sales | Consolidated Net Sales |
| American Tire Distributors, Inc. | \$ 310,070 | 11% | \$ 252,395 | 9% | \$ 265,315 | 9% |
| TBC/Treadways | \$ 231,896 | 8% | \$ 304,840 | 11% | \$ 414,556 | 14% |

The accounting policies of the reportable segments are consistent with those described in the Significant Accounting Policies note to the consolidated financial statements. Corporate administrative expenses are allocated to segments based principally on assets, employees and sales. The following table details segment financial information:

| | 2018 | 2017 | 2016 |
|--|------------------|------------------|------------------|
| Net sales: | | | |
| Americas Tire | | | |
| External customers | \$ 2,330,457 | \$ 2,376,808 | \$ 2,549,743 |
| Intercompany | 32,189 | 39,970 | 50,580 |
| | <u>2,362,646</u> | <u>2,416,778</u> | <u>2,600,323</u> |
| International Tire | | | |
| External customers | 477,621 | 477,848 | 375,126 |
| Intercompany | 163,355 | 141,021 | 88,877 |
| | <u>640,976</u> | <u>618,869</u> | <u>464,003</u> |
| Eliminations | (195,560) | (180,991) | (139,457) |
| Consolidated net sales | <u>2,808,062</u> | <u>2,854,656</u> | <u>2,924,869</u> |
| Operating profit (loss) (a): | | | |
| Americas Tire | | | |
| Americas Tire | 229,500 | 355,059 | 471,613 |
| International Tire | | | |
| International Tire | (14,044) | 15,168 | 13,907 |
| Unallocated corporate charges | (51,564) | (59,153) | (46,818) |
| Eliminations | 1,353 | (1,827) | (1,244) |
| Consolidated operating profit | <u>165,245</u> | <u>309,247</u> | <u>437,458</u> |
| Interest expense | (32,181) | (32,048) | (26,604) |
| Interest income | 10,216 | 7,362 | 4,378 |
| Other pension and postretirement benefit expense (a) | (27,806) | (37,523) | (53,071) |
| Other non-operating (expense) income | (1,416) | (3,113) | 4,932 |
| Income before income taxes | <u>114,058</u> | <u>243,925</u> | <u>367,093</u> |
| Depreciation and amortization expense: | | | |
| Americas Tire | | | |
| Americas Tire | 57,265 | 91,324 | 85,842 |
| International Tire | | | |
| International Tire | 34,564 | 33,303 | 30,470 |
| Corporate | 55,332 | 15,601 | 13,945 |
| Consolidated depreciation and amortization expense | <u>147,161</u> | <u>140,228</u> | <u>130,257</u> |
| Segment assets (b): | | | |
| Americas Tire | | | |
| Americas Tire | 1,513,534 | 1,552,855 | 1,524,295 |
| International Tire | | | |
| International Tire | 662,226 | 700,690 | 555,493 |
| Corporate and other | 458,445 | 454,380 | 651,889 |
| Consolidated assets | <u>2,634,205</u> | <u>2,707,925</u> | <u>2,731,677</u> |
| Expenditures for long-lived assets: | | | |
| Americas Tire | | | |
| Americas Tire | 112,444 | 109,175 | 112,975 |
| International Tire | | | |
| International Tire | 71,667 | 89,008 | 60,359 |
| Corporate | 9,188 | (997) | 2,103 |
| Consolidated expenditures for long-lived assets | <u>193,299</u> | <u>197,186</u> | <u>175,437</u> |

(a) The non-service cost components of net periodic benefit cost were reclassified outside of operating profit to Other pension and postretirement benefit expense in the amount of \$37,523 and \$53,071 in 2017 and 2016, respectively, as a result of the adoption of ASU 2017-07 in 2018.

(b) The Company has reclassified its volume and customer rebate program reserves from a contra-asset included within Accounts receivable to a liability within Accrued liabilities in the amount of \$100,190 and \$93,783 in 2017 and 2016, respectively, as a result of the adoption of ASC 606 in 2018, and reclassified its voluntary employee beneficiary association trust from a reduction of accrued benefits within Accrued liabilities to restricted cash included within Other assets of \$18,499 in 2016 as a result of the adoption of ASC 2016-18 in 2018.

Geographic information for revenues, based on country of origin, and long-lived assets follows:

| | 2018 | 2017 | 2016 |
|--------------------------------|------------------|------------------|------------------|
| Net sales | | | |
| United States | \$ 2,196,424 | \$ 2,240,882 | \$ 2,423,932 |
| PRC | 234,959 | 263,540 | 166,289 |
| Rest of world | 376,679 | 350,234 | 334,648 |
| Consolidated net sales | <u>2,808,062</u> | <u>2,854,656</u> | <u>2,924,869</u> |
| Long-lived assets | | | |
| United States | 595,768 | 568,215 | 547,599 |
| PRC | 232,339 | 218,044 | 157,858 |
| Rest of world | 173,814 | 180,488 | 158,770 |
| Consolidated long-lived assets | <u>1,001,921</u> | <u>966,747</u> | <u>864,227</u> |

Note 19. Subsequent Events

On January 17, 2019, Cooper Tire Europe, a wholly owned subsidiary of the Company, committed to a plan to cease light vehicle tire production at its Melksham, England facility. Light vehicle tire production is expected to be phased out over a period of approximately 10 months. An estimated 300 roles will be eliminated at the site. Cooper Tire Europe will obtain light vehicle tires to meet customer needs from other production sites within the Company's global production network. Approximately 400 roles will remain in Melksham to support the functions that continue there, including motorsports and motorcycle tire production, the materials business, Cooper Tire Europe headquarters, sales and marketing, and the Europe Technical Center.

The Company currently estimates that the closure will result in a charge to 2019 pre-tax earnings of approximately \$10 million to \$15 million in restructuring charges, of which 25 to 35 percent are expected to be non-cash charges. The Company also currently estimates that the major costs associated with this closure will include severance and employee-related costs of approximately \$5 million to \$8 million and asset write-downs and other costs of approximately \$5 million to \$7 million.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Cooper Tire & Rubber Company

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Cooper Tire & Rubber Company (the Company) as of December 31, 2018 and 2017, the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2018, and the related notes and financial statement schedule listed in the index at Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 19, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether

due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1942.

Toledo, Ohio
February 19, 2019

SELECTED QUARTERLY DATA

(Unaudited)

(Dollar amounts in thousands except per share amounts.)

| | 2018 | | | |
|--|-------------------|-------------------|-------------------|-----------------------|
| | First Quarter | Second Quarter | Third Quarter | Fourth Quarter (a) |
| Net sales | \$ 601,496 | \$ 698,408 | \$ 737,671 | \$ 770,487 |
| Gross profit | 84,485 | 94,223 | 139,947 | 124,638 |
| Net income (loss) attributable to Cooper Tire & Rubber Company | 8,285 | 15,008 | 53,713 | (419) |
| Earnings (loss) per share: | | | | |
| Basic | 0.16 | 0.30 | 1.07 | (0.01) |
| Diluted | 0.16 | 0.30 | 1.07 | (0.01) |
| Net sales: | | | | |
| Americas Tire | \$ 485,392 | \$ 584,412 | \$ 628,704 | \$ 664,138 |
| International Tire | 161,244 | 167,839 | 162,401 | 149,492 |
| Eliminations | (45,140) | (53,843) | (53,434) | (43,143) |
| Consolidated net sales | <u>\$ 601,496</u> | <u>\$ 698,408</u> | <u>\$ 737,671</u> | <u>\$ 770,487</u> |
| Operating profit (loss): | | | | |
| Americas Tire | \$ 31,236 | \$ 40,480 | \$ 87,353 | \$ 70,432 |
| International Tire | 7,434 | 5,652 | 5,994 | (33,124) |
| Unallocated corporate charges | (11,966) | (13,705) | (12,518) | (13,376) |
| Eliminations | (250) | 336 | 372 | 894 |
| Consolidated operating profit (loss) | <u>26,454</u> | <u>32,763</u> | <u>81,201</u> | <u>24,826</u> |
| Interest expense | (7,691) | (8,417) | (7,930) | (8,142) |
| Interest income | 2,315 | 1,988 | 2,399 | 3,514 |
| Other pension and postretirement benefit expense | (6,986) | (6,967) | (6,932) | (6,921) |
| Other non-operating income (expense) | (1,658) | (1,391) | 2,922 | (1,288) |
| Income before income taxes | <u>\$ 12,434</u> | <u>\$ 17,976</u> | <u>\$ 71,660</u> | <u>\$ 11,989</u> |
| Net income | <u>\$ 8,983</u> | <u>\$ 15,709</u> | <u>\$ 55,433</u> | <u>\$ 439</u> |
| Net income (loss) attributable to Cooper Tire & Rubber Company | \$ 8,285 | \$ 15,008 | \$ 53,713 | \$ (419) |

Basic and diluted earnings (loss) per share are computed independently for each quarter presented. Therefore, the sum of quarterly basic and diluted per share information may not equal annual basic and diluted earnings per share.

Each quarter's financial data is recorded here as disclosed in its respective 10-Q report. Therefore, the sum of quarterly information here may not equal the annual financial statement amounts due to rounding.

(a) In the fourth quarter, the Company recorded a non-cash goodwill impairment charge of \$33,827. Refer to Note 5 - Goodwill and Intangibles for further details.

(Unaudited)

| | 2017 | | | |
|--|-------------------|-------------------|-------------------|--------------------|
| | First Quarter | Second Quarter | Third Quarter | Fourth Quarter (a) |
| Net sales | \$ 643,025 | \$ 720,753 | \$ 733,843 | \$ 757,035 |
| Gross profit | 118,586 | 139,551 | 173,472 | 119,762 |
| Net income (loss) attributable to Cooper Tire & Rubber Company | 30,561 | 45,310 | 61,687 | (42,158) |
| Earnings per share: | | | | |
| Basic | 0.58 | 0.86 | 1.19 | (0.82) |
| Diluted | 0.57 | 0.85 | 1.18 | (0.82) |
| Net sales: | | | | |
| Americas Tire | \$ 531,360 | \$ 615,356 | \$ 625,423 | \$ 644,639 |
| International Tire | 141,964 | 151,370 | 163,345 | 162,189 |
| Eliminations | (30,299) | (45,973) | (54,925) | (49,793) |
| Consolidated net sales | <u>\$ 643,025</u> | <u>\$ 720,753</u> | <u>\$ 733,843</u> | <u>\$ 757,035</u> |
| Operating profit (loss): | | | | |
| Americas Tire | \$ 70,784 | \$ 90,884 | \$ 125,056 | \$ 68,333 |
| International Tire | 3,027 | 2,690 | 2,042 | 7,410 |
| Unallocated corporate charges (b) | (15,464) | (9,199) | (15,431) | (19,060) |
| Eliminations | (352) | (174) | (887) | (414) |
| Consolidated operating profit | <u>57,995</u> | <u>84,201</u> | <u>110,780</u> | <u>56,269</u> |
| Interest expense | (7,827) | (8,210) | (7,591) | (8,419) |
| Interest income | 1,802 | 1,755 | 1,776 | 2,029 |
| Other pension and postretirement benefit expense (b) | (9,325) | (9,369) | (9,403) | (9,425) |
| Other non-operating loss | (235) | (255) | (978) | (1,645) |
| Income before income taxes | <u>\$ 42,410</u> | <u>\$ 68,122</u> | <u>\$ 94,584</u> | <u>\$ 38,809</u> |
| Net income (loss) | <u>\$ 29,381</u> | <u>\$ 45,824</u> | <u>\$ 62,660</u> | <u>\$ (41,120)</u> |
| Net income (loss) attributable to Cooper Tire & Rubber Company | \$ 30,561 | \$ 45,310 | \$ 61,687 | \$ (42,158) |

Basic and diluted earnings (loss) per share are computed independently for each quarter presented. Therefore, the sum of quarterly basic and diluted per share information may not equal annual basic and diluted earnings per share.

Each quarter's financial data is recorded here as disclosed in its respective 10-Q report. Therefore, the sum of quarterly information here may not equal the annual financial statement amounts due to rounding.

- (a) The Company recorded \$35,378 of deemed repatriation tax and \$20,413 for the re-measurement of deferred tax assets in conjunction with U.S. tax reform, as well as a U.K. valuation allowance charge of \$18,915, less the reversal of an Asia valuation allowance of \$6,671 in the fourth quarter of 2017.
- (b) The non-service cost components of net periodic benefit cost were reclassified outside of operating profit to Other pension and postretirement benefit expense in the amount of \$37,523 in 2017 as a result of the adoption of Accounting Standards Update 2017-07 in 2018.

COOPER TIRE & RUBBER COMPANY
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
Years Ended December 31, 2018, 2017 and 2016

(Dollar amounts in thousands)

| | Balance at Beginning of Year | Additions | | | | Deductions | Balance at End of Year |
|-------------------------------------|------------------------------------|----------------------|-------------------|-------------------------|----------|------------|---------------------------|
| | | Charged to Income | Charged to Equity | Acquisition of business | | | |
| Year Ended December 31, 2018 | | | | | | | |
| Allowance for doubtful accounts | \$ 7,570 | \$ 2,019 | \$ — | \$ — | \$ 3,753 | (a) | \$ 5,836 |
| Tax valuation allowance | \$ 30,102 | \$ 456 | \$ — | \$ — | \$ 7,938 | (b) | \$ 22,620 |
| Year Ended December 31, 2017 | | | | | | | |
| Allowance for doubtful accounts | \$ 7,290 | \$ 1,799 | \$ — | \$ — | \$ 1,519 | (a) | \$ 7,570 |
| Tax valuation allowance | \$ 20,228 | \$ 20,536 | \$ (2,828) | \$ (1,057) | \$ 6,777 | (b) | \$ 30,102 |
| Year Ended December 31, 2016 | | | | | | | |
| Allowance for doubtful accounts | \$ 7,533 | \$ 1,693 | \$ — | \$ 3 | \$ 1,939 | (a) | \$ 7,290 |
| Tax valuation allowance | \$ 15,103 | \$ 291 | \$ — | \$ 7,484 | \$ 2,650 | (b) | \$ 20,228 |

(a) Accounts written off during the year, net of recoveries of accounts previously written off.

(b) Net decrease in tax valuation allowance is primarily a result of net changes in cumulative book/tax timing differences.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

Item 9A. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures designed to ensure that information required to be disclosed in the reports the Company files or submits as defined in Rule 13a-15(e) of the Securities and Exchange Act of 1934 ("Exchange Act"), as amended is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO") to allow timely decisions regarding required disclosures.

The Company, under the supervision and with the participation of management, including the CEO and CFO, evaluated the effectiveness of the design and operation of its disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 as of December 31, 2018 ("Evaluation Date")). Based on its initial evaluation, the Company's CEO and CFO concluded that its disclosure controls and procedures were effective as of the Evaluation Date.

(b) Management's Annual Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. In order to evaluate the effectiveness of internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act of 2002, management conducted an assessment, including testing, using the criteria in *Internal Control – Integrated Framework (2013 framework)*, issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") as of December 31, 2018. The Company's system of internal control over financial reporting is 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. 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.

Based on its assessment, management concluded that the Company maintained effective internal control over financial reporting as of December 31, 2018, based on criteria in *Internal Control – Integrated Framework (2013)* issued by the COSO, and that the Company's internal control over financial reporting was effective.

Ernst & Young LLP, the independent registered public accounting firm that has audited the Company's consolidated financial statements included in this annual report, has issued its report on the effectiveness of the Company's internal controls over financial reporting as of December 31, 2018.

(c) Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Cooper Tire & Rubber Company

Opinion on Internal Control over Financial Reporting

We have audited Cooper Tire & Rubber Company's internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Cooper Tire & Rubber Company (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of Cooper Tire & Rubber Company as of December 31, 2018 and 2017, and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2018, and the related notes and financial statement schedule and our report dated February 19, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible 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 Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definitions and Limitations of Internal Control over Financial Reporting

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 (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) 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 (3) 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/ Ernst & Young LLP

Toledo, Ohio

February 19, 2019

(d) Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting that occurred during the fourth quarter of 2018 that have materially affected, or are reasonably likely to materially affect, its internal control over financial reporting.

Item 9B. OTHER INFORMATION

None.

PART III

Item 10. DIRECTORS AND CORPORATE GOVERNANCE

Information concerning the Company’s directors, corporate governance guidelines, Compensation Committee and Nominating and Governance Committee will appear in the Company’s definitive Proxy Statement for its 2019 Annual Meeting of Stockholders, which will be herein incorporated by reference.

AUDIT COMMITTEE

Information regarding the Audit Committee, including the identification of the Audit Committee members and the “audit committee financial experts,” will appear in the Company’s definitive Proxy Statement for its 2019 Annual Meeting of Stockholders, which will be herein incorporated by reference.

COMPLIANCE WITH SECTION 16(a) OF THE EXCHANGE ACT

Information regarding compliance with Section 16(a) of the Securities Exchange Act of 1934 will appear in the Company’s definitive Proxy Statement for its 2019 Annual Meeting of Stockholders, which will be herein incorporated by reference.

CODE OF ETHICS

Information regarding the Company’s code of conduct is available on the Company’s website at <http://www.coopertire.com>. To access this information, first click on “Investors” and then click on “Governance” on the Company’s website. Then, select the “Code of Conduct” link listed in the middle of the web page under Governance.

Item 11. EXECUTIVE COMPENSATION

Information regarding executive and director compensation will appear in the Company’s definitive Proxy Statement for its 2019 Annual Meeting of Stockholders, which will be herein incorporated by reference.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information concerning the security ownership of certain beneficial owners and management of the Company’s voting securities and equity securities will appear in the Company’s definitive Proxy Statement for its 2019 Annual Meeting of Stockholders, which will be herein incorporated by reference.

Equity Compensation Plan Information

The following table provides information as of December 31, 2018 regarding the Company’s equity compensation plans, all of which were approved by the Company’s security holders:

| Plan category | Number of securities to be issued upon exercise of outstanding options, warrants and rights | Weighted-average exercise price of outstanding options, warrants and rights | Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) |
|--|---|--|---|
| | (a) | (b) | (c) |
| Equity compensation plans approved by stockholders | 268,802 | \$ 22.27 | 2,223,534 |
| Equity compensation plans not approved by stockholders | — | — | — |
| Total | 268,802 | \$ 22.27 | 2,223,534 |

Additional information on equity compensation plans is contained in Note 13 - Stock-Based Compensation to the consolidated financial statements.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

There were no transactions with related persons that would require disclosure during 2018.

Information regarding the independence of the Company's directors will appear in the Company's definitive Proxy Statement for its 2019 Annual Meeting of Stockholders, which will be herein incorporated by reference.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information regarding the fees and services of the Company's independent auditor will appear in the Company's definitive Proxy Statement for its 2019 Annual Meeting of Stockholders, which will be herein incorporated by reference.

PART IV

Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this report:

1. Consolidated Financial Statements

| | Page reference |
|--|-------------------|
| Consolidated Statements of Income for the years ended December 31, 2018, 2017 and 2016 | <u>39</u> |
| Consolidated Statements of Comprehensive Income for the years ended December 31, 2018, 2017 and 2016 | <u>40</u> |
| Consolidated Balance Sheets at December 31, 2018 and 2017 | <u>41</u> |
| Consolidated Statements of Equity for the years ended December 31, 2018, 2017 and 2016 | <u>43</u> |
| Consolidated Statements of Cash Flows for the years ended December 31, 2018, 2017 and 2016 | <u>44</u> |
| Notes to Consolidated Financial Statements | <u>45</u> |
| Report of Independent Registered Public Accounting Firm | <u>80</u> |
| Selected Quarterly Data (Unaudited) | <u>82</u> |

2. Financial Statement Schedule

| | |
|---|-----------|
| Valuation and qualifying accounts – Allowance for doubtful accounts and tax valuation allowance | <u>84</u> |
|---|-----------|

All other schedules have been omitted since the required information is not present or not present in amounts sufficient to require submission of the schedules, or because the information required is included in the Consolidated Financial Statements or the notes thereto.

3. Exhibits

The exhibits listed on the accompanying exhibit index are filed as part of this Annual Report on Form 10-K.

Item 16. FORM 10-K SUMMARY

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

COOPER TIRE & RUBBER COMPANY

/s/ Bradley E. Hughes

BRADLEY E. HUGHES, President,
Chief Executive Officer and Director

Date: February 19, 2019

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|--|-------------------|
| <u>/s/ Bradley E. Hughes</u> BRADLEY E. HUGHES | President, Chief Executive Officer and Director (Principal Executive Officer) | February 19, 2019 |
| <u>/s/ Christopher J. Eperjesy</u> CHRISTOPHER J. EPERJESY | Senior Vice President and Chief Financial Officer (Principal Financial Officer) | February 19, 2019 |
| <u>/s/ Mark A. Young</u> MARK A. YOUNG | Director of External Reporting (Principal Accounting Officer) | February 19, 2019 |
| THOMAS P. CAPO* | Non-Executive Chairman of the Board | February 19, 2019 |
| STEVEN M. CHAPMAN* | Director | February 19, 2019 |
| SUSAN F. DAVIS* | Director | February 19, 2019 |
| KATY P. DICKSON* | Director | February 19, 2019 |
| JOHN J. HOLLAND* | Director | February 19, 2019 |
| TRACEY I. JOUBERT* | Director | February 19, 2019 |
| GARY S. MICHEL* | Director | February 19, 2019 |
| BRIAN C. WALKER* | Director | February 19, 2019 |
| ROBERT D. WELDING* | Director | February 19, 2019 |

* The undersigned, by signing his name hereto, does sign and execute this Annual Report on Form 10-K pursuant to a Power of Attorney executed on behalf of the above-indicated directors of the registrant and filed herewith as Exhibit 24 on behalf of the registrant.

*By: /s/ Stephen Zamansky
STEPHEN ZAMANSKY, Attorney-in-fact

EXHIBIT INDEX

All documents referenced below were filed pursuant to the Securities Exchange Act of 1934 by Cooper Tire & Rubber Company (File Number 001-04329), unless otherwise noted.

- (3) (i) [Restated Certificate of Incorporation, as amended and filed with the Secretary of State of Delaware on May 4, 2010, is incorporated herein by reference from Exhibit 3 \(i\) of the Company's Form 10-Q for the quarter ended March 31, 2010](#)
- (ii) [Bylaws, as amended as of May 4, 2010, are incorporated herein by reference from Exhibit 3\(ii\) to the Company's Form 10-Q for the quarter ended March 31, 2010](#)
- (4) (i) [Prospectus Supplement dated March 21, 1997 for the issuance of \\$200,000,000 notes is incorporated herein by reference from Form S-3 – Registration Statement No. 33-44159](#)
- (ii) [Prospectus Supplement dated December 10, 1999 for the issuance of an aggregate \\$800,000,000 notes is incorporated herein by reference from Form S-3 – Registration Statement No. 333-89149](#)
- (10) (i) [Credit Agreement, dated as of May 27, 2015, among the Company, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent is incorporated by reference from Exhibit 10.1 of the Company's Form 8-K dated June 1, 2015](#)
- (ii) [Amendment No. 1 to Credit Agreement, dated as of October 16, 2017, among the Company, the Lenders and JPMorgan Chase Bank, National Association is incorporated by reference from Exhibit 10 of the Company's Form 10-Q dated October 30, 2017](#)
- (iii) [Amendment No. 2 to Credit Agreement, dated as of February 15, 2018, by and among Cooper Tire & Rubber Company, the lenders party thereto, and JPMorgan Chase Bank, N.A. is incorporated by reference from Exhibit 10.1 of the Company's Form 8-K dated February 20, 2018](#)
- (iv) [Amended and Restated Receivables Purchase Agreement, dated as of September 14, 2007, by and among Cooper Receivables LLC, Cooper Tire & Rubber Company, PNC Bank, National Association and Market Street Funding LLC is incorporated herein by reference from Exhibit 10.2 of the Company's Form 8-K dated September 20, 2007](#)
- (v) [First Amendment to Purchase and Sale Agreement, dated as of September 14, 2007, by and among Cooper Receivables LLC, Cooper Tire & Rubber Company, PNC Bank, National Association, and Market Street Funding LLC is incorporated herein by reference from Exhibit 10.1 of the Company's Form 8-K dated September 20, 2007](#)
- (vi) [Second Amendment to Amended and Restated Receivables Purchase Agreement, dated as of August 5, 2010, by and among Cooper Receivables LLC, Cooper Tire & Rubber Company, Market Street Funding LLC and PNC Bank, National Association is incorporated herein by reference from Exhibit 10.1 of the Company's Form 8-K dated August 9, 2010](#)
- (vii) [Third Amendment to Amended and Restated Receivables Purchase Agreement, dated June 2, 2011, by and among Cooper Receivables LLC, Cooper Tire & Rubber Company, Market Street Funding LLC and PNC Bank, National Association is incorporated herein by reference from Exhibit 10.1 of the Company's Form 8-K dated June 8, 2011](#)
- (viii) [Fourth Amendment to Amended and Restated Receivables Purchase Agreement, dated as of July 27, 2011, by and among Cooper Tire & Rubber Company, Cooper Receivables LLC, Market Street Funding LLC and PNC Bank, National Association is incorporated herein by reference from Exhibit 10.2 of the Company's Form 8-K dated August 2, 2011](#)
- (ix) [Fifth Amendment to Amended and Restated Receivables Purchase Agreement, dated as of August 10, 2012, by and among Cooper Tire & Rubber Company, Cooper Receivables LLC, Market Street Funding LLC and PNC Bank, National Association is incorporated herein by reference from Exhibit 10.1 of the Company's Form 8-K dated August 13, 2012](#)
- (x) [Sixth Amendment to Amended and Restated Receivables Purchase Agreement, dated as of March 12, 2013, among the Company, Cooper Receivables LLC, Market Street Funding LLC and PNC Bank, National Association](#)
- (xi) [Seventh Amendment to Amended and Restated Receivables Purchase Agreement, dated as of October 24, 2013, among the Company, Cooper Receivables LLC, Market Street Funding LLC and PNC Bank, National Association](#)
- (xii) [Eighth Amendment to Amended and Restated Receivables Purchase Agreement, dated as of May 27, 2015, among the Company, Cooper Receivables LLC and PNC Bank, National Association, is incorporated by reference from Exhibit 10.2 of the Company's Form 8-K dated June 1, 2015](#)
- (xiii) [Ninth Amendment to Amended and Restated Receivables Purchase Agreement, dated as of February 8, 2017 among the Company, Cooper Receivables LLC and PNC Bank, National Association is incorporated by reference from Exhibit 10 of the Company's Form 10-Q dated April 27, 2017](#)

- (xiv) [Second Amended and Restated Receivables Purchase Agreement, dated February 15, 2018, by and among Cooper Receivables LLC, Cooper Tire & Rubber Company, and PNC Bank, National Association is incorporated by reference from Exhibit 10.2 of the Company's Form 8-K dated February 20, 2018](#)
- (xv) [Amended and Restated Loan and Security Agreement, dated as of July 27, 2011, by and among Cooper Tire & Rubber Company, Max-Trac Tire Co., Inc., certain financial institutions named therein \(as Lenders\), Bank of America, N.A. \(as Administrative Agent and Collateral Agent\), PNC Bank, National Association \(as Syndication Agent\), Banc of America Securities LLC and PNC Capital Markets LLC \(as Joint Book Managers and Joint Lead Arrangers\) and JPMorgan Chase Bank, N.A. \(as Documentation Agent\) is incorporated herein by reference from Exhibit 10.1 of the Company's Form 8-K dated August 2, 2011](#)
- (xvi) [Pledge Agreement, dated as of November 9, 2007, by and among Cooper Tire & Rubber Company and Bank of America, N.A. is incorporated herein by reference from Exhibit 10.2 of the Company's Form 8-K dated November 16, 2007](#)
- (xvii) [Intercreditor Agreement, dated as of November 9, 2007, by and among Cooper Tire & Rubber Company; Cooper Receivables LLC; PNC Bank, National Association \(as Administrator\); and Bank of America, N.A. \(as Administrative Agent and Collateral Agent\) is incorporated herein by reference from Exhibit 10.3 of the Company's Form 8-K dated November 16, 2007](#)
- (xviii) [1998 Non-Employee Directors Compensation Deferral Plan Amended and Restated as of January 1, 2011 is incorporated herein by reference from Exhibit \(10\)\(xix\) of the Company's Form 10-K for the year ended December 31, 2011*](#)
- (xix) [2001 Incentive Compensation Plan is incorporated herein by reference from the Appendix A to the Company's Proxy Statement dated March 20, 2001*](#)
- (xx) [2010 Incentive Compensation Plan is incorporated herein by reference from the Appendix B to the Company's Proxy Statement dated March 24, 2010*](#)
- (xxi) [2002 Non-Employee Directors Stock Option Plan is incorporated herein by reference from Appendix A to the Company's Proxy Statement dated March 22, 2002*](#)
- (xxii) [2006 Incentive Compensation Plan is incorporated herein by reference from Appendix A to the Company's Proxy Statement dated March 21, 2006*](#)
- (xxiii) [Change in Control Severance Pay Plan \(Amended and Restated as of August 4, 2010\) is incorporated by reference from Exhibit 10.1 of the Company's Form 8-K dated August 6, 2010*](#)
- (xxiv) [Written Description of Changes to Independent Director Compensation and Stock Ownership Guidelines \(as approved by the Board of Directors on May 9, 2014\) is incorporated herein by reference from Exhibit \(10\)\(xviii\) of the Company's Form 10-K for the year ended December 31, 2014](#)
- (xxv) [Form of Confidentiality and Non-Compete Agreement for the Cooper Tire & Rubber Company Change in Control Severance Pay Plan is incorporated herein by reference from Exhibit \(10\)\(iv\) of the Company's Form 10-Q for the quarter ended September 30, 2011*](#)
- (xxvi) [Form of Indemnification Agreement for Directors and Officers is incorporated herein by reference from Exhibit 10.1 of the Company's Form 8-K dated December 20, 2006](#)
- (xxvii) [Nonqualified Key Employee Deferred Compensation Plan effective as of June 1, 1999 is incorporated herein by reference from Exhibit \(10\)\(xxx\) of the Company's Form 10-K for the year ended December 31, 2011*](#)
- (xxviii) [Form of Participation Agreement for the Nonqualified Key Employee Deferred Compensation Plan effective as of June 1, 1999 is incorporated herein by reference from Exhibit \(10\)\(xxxi\) of the Company's Form 10-K for the year ended December 31, 2011*](#)
- (xxix) [Form of Participation Agreement for Nonqualified Stock Option Awards Under the 2010 Incentive Compensation Plan is incorporated herein by reference from Exhibit \(10.2\) of the Company's Form 10-Q for the quarter ended March 31, 2013*](#)
- (xxx) [Executive Deferred Compensation Plan, Amended and Restated as of January 1, 2013 is incorporated herein by reference from Exhibit \(10.1\) of the Company's Form 10-Q for the quarter ended June 30, 2013*](#)
- (xxxi) [Form of Participation Agreement for Executive Deferred Compensation Plan, Amended and Restated as of January 1, 2013 is incorporated herein by reference from Exhibit \(10\)\(xxvii\) of the Company's Form 10-K for the year ended December 31, 2013*](#)
- (xxxii) [Nonqualified Supplementary Benefit Plan, Amended and Restated as of January 1, 2013 is incorporated herein by reference from Exhibit \(10.2\) of the Company's Form 10-Q for the quarter ended June 30, 2013*](#)

| | |
|-----------|--|
| (xxxiii) | Form of Participation Agreement for Nonqualified Stock Option Awards Under the 2010 Incentive Compensation Plan is incorporated herein by reference from Exhibit (10.2) of the Company's Form 10-Q for the quarter ended March 31, 2014* |
| (xxxiv) | 2014 Incentive Compensation Plan is incorporated herein by reference from Appendix A to the Company's Proxy Statement dated April 10, 2014* |
| (xxxv) | Form of Participation Agreement for Restricted Stock Unit Awards Under the 2014 Incentive Compensation Plan is incorporated herein by reference from Exhibit (10) (xxxiv) of the Company's Form 10-K for the year ended December 31, 2014* |
| (xxxvi) | Form of Participation Agreement for Performance Stock Unit and Cash Unit Awards Under the 2014 Incentive Compensation Plan, revised January 27, 2016* |
| (xxxvii) | Form of Participation Agreement for Restricted Unit Awards Under the 2014 Incentive Compensation Plan, revised January 27, 2016* |
| (xxxviii) | Form of Participation Agreement for Nonqualified Stock Options Awards Performance Under the 2014 Incentive Compensation Plan, revised January 27, 2016* |
| (xxxix) | Equity Joint Venture Contract for Cooper (Qingdao) Tire Co. Ltd., dated as of January 4, 2016, by and between Qingdao Yiyuan Investment Co., Ltd. and Cooper Tire (China) Investment Co., Ltd. and Cooper Tire Holding Company is incorporated herein by reference from Exhibit (10.1) of the Company's Form 10-Q for the quarter ended March 31, 2016 |
| (xl) | Joint Venture Contract for ACT Company Limited, dated as of December 12, 2018, by and between Sailun (Vietnam) Co., Ltd. and Cooper Tire & Rubber Company Vietnam Holding, LLC |
| (xli) | Offer Letter executed by Christopher J. Eperjesy on November 15, 2018* |
| (21) | Subsidiaries of the Registrant |
| (23) | Consent of Independent Registered Public Accounting Firm |
| (24) | Power of Attorney |
| (31.1) | Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Exchange Act |
| (31.2) | Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Exchange Act |
| (32) | Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| (101.INS) | XBRL Instance Document |
| (101.SCH) | XBRL Taxonomy Extension Schema Document |
| (101.DEF) | XBRL Taxonomy Extension Definition Linkbase Document |
| (101.CAL) | XBRL Taxonomy Extension Calculation Linkbase Document |
| (101.LAB) | XBRL Taxonomy Extension Label Linkbase Document |
| (101.PRE) | XBRL Taxonomy Extension Presentation Linkbase Document |

* Indicates management contracts or compensatory plans or arrangements.

[\(Back To Top\)](#)

Section 2: EX-10.XL (EXHIBIT 10.XL)

Exhibit (10) (xl)

JOINT VENTURE CONTRACT

FOR

CÔNG TY TNHH ACT

ACT COMPANY LIMITED

BY AND BETWEEN

CÔNG TY TNHH SAILUN VIỆT NAM

SAILUN (VIETNAM) CO., LTD

AND

COOPER TIRE & RUBBER COMPANY VIETNAM HOLDING, LLC

December 12, 2018

TABLE OF CONTENTS

| | | |
|-------------------|---|----|
| <u>CHAPTER 1</u> | <u>Definitions and Interpretation</u> | 1 |
| <u>CHAPTER 2</u> | <u>The Project</u> | 2 |
| <u>CHAPTER 3</u> | <u>Establishment of the Company</u> | 2 |
| <u>CHAPTER 4</u> | <u>Effective Date</u> | 5 |
| <u>CHAPTER 5</u> | <u>Business Scope</u> | 5 |
| <u>CHAPTER 6</u> | <u>Investment Capital, Charter Capital and Loan</u> | 6 |
| <u>CHAPTER 7</u> | <u>Representations and Warranties</u> | 12 |
| <u>CHAPTER 8</u> | <u>Responsibilities of the Members</u> | 14 |
| <u>CHAPTER 9</u> | <u>Members' Council</u> | 17 |
| <u>CHAPTER 10</u> | <u>Operation and Management</u> | 25 |
| <u>CHAPTER 11</u> | <u>Labor Management</u> | 28 |
| <u>CHAPTER 12</u> | <u>Financial Affairs and Accounting</u> | 29 |
| <u>CHAPTER 13</u> | <u>Profit Distribution</u> | 31 |
| <u>CHAPTER 14</u> | <u>Taxation and Insurance</u> | 32 |
| <u>CHAPTER 15</u> | <u>Compliance with Applicable Compliance Laws</u> | 32 |
| <u>CHAPTER 16</u> | <u>Project Implementation</u> | 35 |
| <u>CHAPTER 17</u> | <u>Purchase of Materials and Sale of Products</u> | 37 |
| <u>CHAPTER 18</u> | <u>Confidentiality</u> | 39 |
| <u>CHAPTER 19</u> | <u>Duration, Termination and Liquidation</u> | 40 |
| <u>CHAPTER 20</u> | <u>Default</u> | 47 |
| <u>CHAPTER 21</u> | <u>Indemnification and Limitation of Liability</u> | 47 |
| <u>CHAPTER 22</u> | <u>Force Majeure</u> | 48 |
| <u>CHAPTER 23</u> | <u>Dispute Resolution</u> | 49 |
| <u>CHAPTER 24</u> | <u>Governing Law & Change of Law</u> | 49 |
| <u>CHAPTER 25</u> | <u>Miscellaneous Provisions</u> | 50 |
| <u>SCHEDULE 1</u> | <u>Definitions and Interpretation</u> | 52 |
| <u>SCHEDULE 2</u> | <u>The Site</u> | 61 |

JOINT VENTURE CONTRACT

This Joint Venture Contract (this "**Contract**") is made and entered into on December 12, 2018 by and between:

- (1) **SAILUN (VIETNAM) CO., LTD**, a limited liability company established and operating under the laws of Vietnam, whose details are as follows:

| | |
|---------------------|--|
| Name in Vietnamese: | CÔNG TY TNHH SAILUN VIỆT NAM |
| ERC No: | 3901064759 dated 20 March 2012 |
| Head office: | Lot 37-1...42-6-1 Phuoc Dong Industrial Park, Phuoc Dong Ward, Go Dau District, Tay Ninh, Vietnam. |

(hereinafter referred to as "**SAILUN**"); and

- (2) **COOPER TIRE & RUBBER COMPANY VIETNAM HOLDING, LLC**, a limited liability company established and operating under the laws of Delaware, whose details are as follows:

| | |
|------------------------------|---|
| Certificate of Formation No: | 20188001794 dated December 6, 2018 issued by Secretary of State, State of Delaware. |
| Head office: | 701 Lima Avenue, Findlay, OH 45840, United States of America |

(hereinafter referred to as "**COOPER**").

NOW, THEREFORE, for the purpose of registering the Project (as defined below) and establishing the Company (as defined below) in Vietnam, and to set out the terms governing their relationship with respect to, and the rights and obligations of the Members in respect of, the Company and the Project, the Members hereby agree to sign this Contract with the following terms.

3.2 Name of the Company. The name of the Company is:

Vietnamese name: CÔNG TY TNHH ACT

English name: ACT Company Limited

Abbreviated Name: ACT

3.3 Address of the Company.

- (1) The head office of the Company shall be located at Lot 37-1...42-6-1 Phuoc Dong Industrial Park, Phuoc Dong Ward, Go Dau District, Tay Ninh, Vietnam.
- (2) The Company shall be entitled to open branch(s) and/ or representative office(s) in the provinces and cities in or outside of Vietnam, subject to approvals of the Members' Council, the Licensing Authority or other competent authorities in accordance with applicable laws.
- (3) The Company may, upon the decision of the Members' Council, change its head office or any branch office and establish branch offices or other places of business in Vietnam or elsewhere.

3.4 Vietnamese Law. During the course of its operation, the Company shall observe the provisions of the Laws of Vietnam, the Charter, the IRC and the ERC, including to satisfy applicable business investment conditions in accordance with the Laws of Vietnam. All activities of the Company shall be governed by, and its legal rights and operational autonomy and the respective interests of the Members shall be recognized and protected by and in accordance with, the Laws of Vietnam.

3.5 Limited Liability.

- (1) The Company is a limited liability company with two or more members, and shall be liable for its own debts with its own assets. The liability of each Member with respect to the Company shall be limited to the amount of its respective Contributed Capital.
- (2) Except (a) as otherwise provided in Article 6.2, Article 6.6(2) and any other provision of this Contract, (b) pursuant to a decision of the Members' Council, or (c) to the extent that a Member has not paid in full its Charter Capital contribution as required by this Contract, a Member shall not be required to provide any further funds to or on behalf of the Company by way of capital contribution, loan, advance, guarantee or otherwise.
- (3) Except as otherwise provided pursuant to a written agreement signed by the relevant Member, creditors of the Company shall have recourse only to the assets of the Company and shall not seek repayment from any Member. The Company shall indemnify the Members against any and all losses, damages or liabilities suffered by the Members in respect of third party claims arising out of the operation of the Company.
- (4) Subject to the foregoing limitation of liabilities, the Members shall share the profits and proceeds (whether on dissolution or otherwise), and losses in proportion to their respective Interest Percentage at each relevant time.

3.6 Seal. The Company shall have a seal which complies with the Law on Enterprises and is registered in accordance with the Laws of Vietnam. The Company shall manage, use and retain the seal in accordance with the Charter and the Laws of Vietnam.

3.7 Post-Establishment. Promptly following the Establishment Date, the Members shall:

- (1) procure the Company to conduct and complete the required post-licensing activities, including publicly announcing the Company's establishment and such other procedures as are required under the Laws of Vietnam; and
- (2) procure, within seven (7) days from the Establishment Date, a meeting of the Members' Council and each Member shall ensure that at such meeting its respective Authorized Representatives vote in favor of:
 - (a) the appointment of the nominee for the Chairman of the Members' Council nominated pursuant to Article 9.6, the General Director nominated pursuant to Article 10.2(1), and the Chief Accountant, Chief Technology Officer, Controller and Head of Quality each as nominated pursuant to Article 10.6; and
 - (b) execution of the Charter and each Ancillary Agreement, and promptly thereafter to cause the Company to sign and exchange each such contracts with the counterparties (and where a Member or an Affiliate of a Member is a counterparty to any such contract that Member shall, or shall cause such Affiliate to, sign and exchange with the Company the contract at that time) and take all such steps as are required to ensure that each such contract is fully binding, effective and operational,

and upon execution of the Land Sub-Lease Agreement, the Members shall cause the Company to carry out the procedures at the competent State Authority to transfer the ownership of the Land Use Rights to the Company free and clear of all liens and encumbrances, and each Member shall provide such reasonable assistance as the Company may request, and SAILUN shall use its reasonable efforts to procure the assistance of the Lessor as may be required, in connection with such procedures and transfer.

3.8 Charter.

- (1) The Members shall adopt the Charter in order to govern the operations of the Company. The Charter shall have the contents required pursuant to the Law on Enterprises and such other provisions as agreed by the Members.
- (2) If there is an inconsistency between the terms of this Contract and any provision of the Charter, the provisions of this Contract will prevail to the extent of that inconsistency as between the Members. The Members shall take all appropriate actions to have the Charter amended to the effect that provisions of the Charter are consistent with those of this Contract and the Members shall exercise their respective voting rights as Members of the Company in order to effect the same accordingly. If no amendment to the Charter is made, the Members agree that the Charter shall, to the greatest extent permitted by the Laws of Vietnam, be construed in accordance with this Contract and the Members' intentions, or the Members shall take all appropriate actions to reach an alternative solution which is in accordance with this Contract.
- (3) The Members must at all times ensure that the Company complies with the Charter. A Member is responsible to the other Members for non-compliance with the Charter to the extent that the non-compliance is within that Member's control, including matters that a Member may control through its Authorized Representative on the Members' Council.

CHAPTER 4

EFFECTIVE DATE

4.1 Effective Date.

- (1) This Contract shall become fully effective on and from the Establishment Date, except for the Specified Articles which will come into full force and effect on and from the date of this Contract (the "**Effective Date**").
- (2) SAILUN shall, and the Charter shall require the Company to, promptly deliver to COOPER copies of all approval certificates and registration documents issued by, and written confirmation of all communications with, the relevant State Authorities, in respect of this Contract, the Charter, and any other supplemental contracts, and the operation of the Company.

CHAPTER 5

BUSINESS SCOPE

5.1 Scope of Business. The Members hereby agree to establish the Company in order to invest in, develop, construct and own the Plant for the purpose of profit, strengthening of market position and improvement of competitiveness (the "**Business**"). In order to achieve these objectives, the Company may carry out any of the following business activities:

- (1) production, sales and technology development of tires, rubber products and synthetic rubber;
- (2) import and export of materials, goods and technology (items which need approval shall be operated after such approval is obtained);
- (3) constructing and operating the Plant at the Site and associated facilities, including terminals, storage facilities and water, road and rail product transport equipment and systems;
- (4) carrying out all activities ancillary or related to the foregoing; and
- (5) such other activities as permitted by the Laws of Vietnam and approved by the Members' Council.

CHAPTER 6

INVESTMENT CAPITAL, CHARTER CAPITAL AND LOAN

6.1 Investment Capital. The total investment capital of the Project shall be USD 280,000,000 (the "**Investment Capital**").

6.2 Charter Capital.

- (1) The Charter Capital of the Company shall be USD 140,000,000.
- (2) SAILUN shall contribute USD 91,000,000, which is equal to sixty five per cent. (65%) of the Charter Capital, in the form of freely convertible cash.
- (3) COOPER shall contribute USD 49,000,000, which is equal to thirty five per cent. (35%) of the Charter Capital, in the form of freely convertible cash.

- (4) The Charter Capital to be contributed pursuant to this Article 6.2 must be contributed by each Member in accordance with the following provisions:
- (a) The Members expect to incur and pay costs before the Establishment Date in relation to securing the land rights for the Site, applying for and obtaining the IRC and ERC, making down-payments to secure necessary equipment, designing the Plant, and to otherwise progress the Project. The Members forecast they will need to incur and pay:
 - (A) an amount of USD 12,900,000 by December 31, 2018; and
 - (B) a further amount of USD 34,300,000 by January 31, 2019,however the Members shall agree in writing from time to time on the amount and time at which these costs shall be incurred and paid before entering into any contractual obligations with third parties to make such payments. Each Member shall, or shall procure an Affiliate to on its behalf, contribute its share of such costs (based on the percentages specified in Article 6.2(2) and (3) unless otherwise agreed in writing) at the time required.
 - (b) All costs agreed to be and which are actually incurred and paid by the Members towards or in connection with the Project pursuant to Article 6.2(4)(a) prior to the Establishment Date, whether incurred after execution or during the course of negotiation and execution of this Contract, are paid by the Members for and on behalf of the Company and (i) shall be capitalized as Charter Capital contributions to the maximum extent permitted by the Laws of Vietnam and credited towards the capital contribution obligations specified in Article 6.2(2) and (3), and (ii) to the extent such costs cannot be capitalized they shall be reimbursed by the Company.
 - (c) By no later than ninety (90) days after the Establishment Date, each Member shall contribute to the Company that part of its Charter Capital required to be contributed pursuant to Article 6.2(2) or Article 6.2(3) (as the case may be) that has not already been paid pursuant to Article 6.2(4)(a) and capitalized pursuant to Article 6.2(4)(b), PROVIDED THAT, the Members shall not be required to make such contribution until the Establishment Date has occurred and each Ancillary Agreement has been duly executed by all parties to it in accordance with its terms.
- (5) The number of payments, and the amount and timing of each payment of Charter Capital required pursuant to Article 6.2(4)(c), may be adjusted from time to time by written agreement of all the Members based upon the results of the design of the Plant, the payment schedule set forth in the EPC contract, the payment requirements for procurement of equipment, payment of land rental and infrastructure fees and the other requirements of the Company. Following any such agreed adjustment, the Members shall, and if the Establishment Date has occurred shall cause the Company to, promptly notify such adjustments to the relevant State Authorities and obtain all necessary Authorizations.
- (6) During the ninety (90) day period commencing on and from the Establishment Date each Member shall have the rights and obligations corresponding to its respective Interest Percentage based on the Charter Capital undertaken to be contributed pursuant to Articles 6.2(2) and (3).
- (7) No Member shall be entitled to any refund or reimbursement of any Contributed Capital that has been properly made to the Company except as otherwise provided for in this Contract.
- (8) For the purposes of determining the Interest and Interest Percentage of each Member, unless otherwise resolved by Super Majority Resolution, any Contributed Capital that is contributed by a Member in advance of the date such contribution is due to be made shall be deemed to have only been received by the Company on the due date of such capital contribution.

- 6.3 Loan Capital. Subject to the terms and conditions of this Contract and the Charter, and to the greatest extent permitted by the Laws of Vietnam, the Company may finance its operations and capital needs by way of loans, borrowings or other means of financing, including loans from the Members, banks, other credit or financial institutions, or other qualified lenders inside or outside of Vietnam, in compliance with the procedures as required by the Laws of Vietnam and upon such terms and subject to such conditions as may be approved by the Members' Council.
- 6.4 Certificate of Capital Contribution. In consideration for each Member making a capital contribution, and upon receipt of payment in full, the Company shall issue a certificate to that Member signed by a legal representative of the Company, evidencing the Contributed Capital and the Interest Percentage held by such Member, in accordance with the Law on Enterprises. The Company shall also produce and retain minutes evidencing the capital contribution in accordance with the Law on Enterprises.
- 6.5 Interest. On fulfilling its Charter Capital contribution obligations (and prior to that in accordance with the Law on Enterprises), each Member will own its Interest, unless and until such Interest changes in accordance with this Contract, the Charter or as agreed between the Members and approved by the relevant State Authority.
- 6.6 Increase to Charter Capital.
- (1) The Charter Capital of the Company may be increased only by a Super Majority Resolution of the Members' Council, which resolution shall stipulate the timing and other terms of such increase, with such increase subject to registration with and approval by the Licensing Authority or other competent authority as required and in accordance with the Laws of Vietnam.
 - (2) If the Company is unable to secure third party debt financing on terms acceptable to the Members' Council to fund that part of the Project development costs exceeding the Charter Capital, and if the Members' Council passes a Super Majority Resolution requiring additional capital contributions to meet such funding shortfall for the Project development costs, then, provided that the aggregate of such development costs do not exceed the Investment Capital, each Member shall be obliged to make its share of such additional contributions to the Charter Capital in proportion to its Interest Percentage, within the later of (i) thirty (30) days of such Members' Council resolution and (ii) five (5) days of receipt of the required Authorizations for the increase in the Charter Capital.
 - (3) Each Member agrees and acknowledges that the Charter Capital contributions set out in Article 6.2 and, if any, Article 6.6(2), are mandatory. If any Member chooses not to participate in any additional investment in the Company approved by the Members' Council, or if such Member fails to timely make its mandatory or agreed contribution amount in full, the Members' Council must pass a resolution to offer to the other Members the option to make the additional contribution to the Charter Capital of the Company (which contribution shall be made in proportion to the contributing Members' relative ownership of the Charter Capital at that time, or as otherwise agreed by such contributing Members) and the Interest Percentages of the Members shall be adjusted accordingly.
 - (4) If a majority of the Members' Council approves a proposed increase of the Charter Capital but a Super Majority Resolution with respect thereto cannot be reached by the Members' Council, the Members will work together to find a solution, including without limitation finding acceptable source of financing for one or more Members to use for its contribution to the increased Charter Capital, so as to allow the Members' Council to reach a Super Majority Resolution for an increase of the Charter Capital. No increase or reduction in the Charter Capital shall be made without a Super Majority Resolution of the Members' Council.
 - (5) The Company shall promptly register with the relevant State Authority any adjustment to the Charter Capital and/or Interest Percentages.

6.7 Transfer of Interests. If a Member wishes to dispose or offer for sale all or part of its respective Interest in the Company (the "**Transferring Member**"), the Transferring Member shall notify the other Members (the "**Non-Transferring Members**") in writing, which notice shall contain the following information (the "**Transferring Notice**"):

- (1) the name or identity of the potential third party purchaser (with sufficient clarity to identify the true purchaser) ("**Purchaser**"); the total Interest in the Company proposed to be transferred ("**Transferred Interest**") under such offer;
- (2) the offered purchase price and its basis, as well as any other material terms of such offer; and
- (3) the valid period of the offer, which must extend beyond the Notice Period and Tag-Along Period set out below.

6.8 Right of First Refusal.

- (1) Unless otherwise required by applicable Laws of Vietnam, the Non-Transferring Members shall have a right of first refusal to purchase all (and not part) of the Transferred Interest at the same purchase price as set forth in the Transferring Notice (and otherwise on substantially the same terms and conditions as offered by the third party and set forth in the Transferring Notice). Each Non-Transferring Member shall have thirty (30) days after receipt of the Transferring Notice ("**Notice Period**") to notify the Transferring Member in writing ("**Purchase Notice**") of its intent to exercise its right of first refusal to purchase the Transferred Interest. If more than one Non-Transferring Member gives a Purchase Notice during the Notice Period, the proportionate entitlement of each of the Non-Transferring Members must be, as near as practicable, to the proportions their respective Interest Percentages bear to the total Interest Percentages of all Non-Transferring Members issuing a Purchase Notice.
- (2) The transfer of the Transferred Interest must be completed on the tenth Business Day after the necessary Authorizations are received, or such other date as agreed in writing by the Transferring Member and the Non-Transferring Member(s) acquiring the Transferred Interest.
- (3) If no Non-Transferring Member gives such Purchase Notice pursuant to this Article 6.8 within the aforementioned thirty (30) day Notice Period, the Transferring Member shall have a period of sixty (60) days from the expiration of such rights (or such longer period as is necessary to obtain required Authorizations) in which to sell or transfer the Transferred Interest to the Purchaser on terms (including price) not more favorable to the Purchaser than those set forth in the Transferring Notice, subject to the terms of this Contract (including Article 6.9) and in accordance with the procedures provided for under the applicable Laws of Vietnam. Regardless of whether the Transferring Member consummates the sale, transfer or disposition of the Transferred Interest of the Transferring Member within such timeframe, the Non-Transferring Members' rights under this Article 6.8 and Article 6.9 shall continue to be applicable to any subsequent proposed transfer or disposition of the Transferred Interest of the Transferring Member.

6.9 Tag-Along Rights. Unless otherwise required by applicable Laws of Vietnam, if no Non-Transferring Member gives a Purchase Notice within the Notice Period, each Non-Transferring Member shall have a right to participate in such sale on the following terms and conditions.

- (1) If a Non-Transferring Member wishes to exercise its right to participate in the sale ("**Tag-Along Member**"), it shall notify the Transferring Member in writing ("**Tag-Along Notice**") stating its election to do so by no later than five (5) Business Days after expiry of the Notice Period ("**Tag-Along Period**"). A Tag-Along Member may only elect to sell the same *pro rata* portion of its Interest relative to the portion that the Transferred Interest bears to the Transferring Member's Interest prior to the contemplated transfer ("**Tag-Along Interest**"). Notwithstanding the foregoing, the Purchaser can offer to the Tag-Along Member to purchase from it a greater Interest

than the Tag-Along Interest, in which case the Tag-Along Member shall be free to accept or decline such offer.

- (2) The Transferring Member shall use its commercially reasonable efforts to include in the proposed sale to the Purchaser all of the Interests that the Tag-Along Members have elected to have included pursuant to the applicable Tag-Along Notices, it being understood that the Purchaser shall not be required to purchase Interests in excess of the number set forth in the Transferring Notice. In the event the Purchaser elects to purchase less than all of the Interests sought to be sold by the Tag-Along Members, the number of Interests to be sold to the Purchaser by the Transferring Member and each Tag-Along Member shall be reduced so that each such Member is entitled to sell its pro rata (by reference to their respective Interest Percentages) portion of the Interests the Purchaser elects to purchase (which in no event may be less than the Interest set forth in the Transferring Notice).
 - (3) Each Non-Transferring Member who does not deliver a Tag-Along Notice in compliance with Article 6.9(1) above shall be deemed to have waived all of such Member's rights (a) to participate in such sale, and (b) to pre-empt or tag-along to the transfer of any Interests by a Tag-Along Member to the Purchaser, and the Transferring Member shall (subject to the rights of any participating Tag-Along Member) thereafter be free to sell to the Purchaser its Interests on terms (including price) not more favorable to the Purchaser than those set forth in the Transferring Notice, subject to the terms of this Contract and in accordance with the procedures provided for and Authorizations required under the applicable Laws of Vietnam, without any further obligation to such Non-Transferring Members under this provision with respect to such sale.
 - (4) The Transferring Member and each Tag-Along Member shall receive the same consideration per Interest Percentage after deduction of such Member's proportionate share of the related expenses in accordance with Article 6.9(6) below.
 - (5) Each Tag-Along Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Transferring Member makes or provides in connection with the sale to the Purchaser (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Transferring Member, each Tag-Along Member shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); provided, that all representations, warranties, covenants and indemnities shall be made by the Transferring Member and each Tag-Along Member severally and not jointly and any indemnification obligation in respect of breaches of representations and warranties that do not relate to such Tag-Along Member shall be in an amount not to exceed the aggregate proceeds received by such Tag-Along Member in connection with any such sale.
 - (6) The reasonable and documented fees and expenses of the Transferring Member incurred in connection with a sale under this Article 6.9 and for the benefit of all Members (it being understood that costs incurred by or on behalf of the Transferring Member for its sole benefit will not be considered to be for the benefit of all Members), to the extent not paid or reimbursed by the Company or the Purchaser, shall be shared by the Transferring Members and all Tag-Along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Tag-Along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the transaction consummated pursuant to this Article 6.9.
- 6.10 Transferee Accession. It shall be a condition precedent to the right of any Member to transfer any of its Interest (including an Affiliated Transfer) to a third party that (i) the transferee executes, in such form and substance as may be reasonably acceptable to the Non-Transferring Members, a document of ratification and accession under which the transferee agrees to be bound by and entitled to the obligations and benefits of this Contract as if an original party hereto and to be bound by the Charter of the Company, (ii) the transferee establishes to the reasonable satisfaction of the Non-Transferring Members that it has the requisite financial and technical capabilities to become a Member and to further the objectives of the Company and the Business, (iii) neither the business of the Company nor the performance of its

contracts shall be interrupted by any such transfer, and (iv) the transferee (including where such transferee is an existing Member) assumes responsibility for any debt guaranty provided for the benefit of the Company or the Business by or on behalf of the transferring Member or any Affiliate of the transferring Member.

- 6.11 Affiliate Transfer. Notwithstanding anything to the contrary contained herein, the provisions on transfer set forth in Articles 6.7, 6.8 and 6.9 shall not apply in the case of transfers of a Member's Interests, in whole or in part, to an Affiliate of that Member (an "**Affiliated Transfer**"), and in which case the consent of the other Members is not required and each Member hereby waives its rights of first refusal and tag-along rights when an Affiliated Transfer occurs, provided that the document of ratification and accession to be entered into pursuant to Article 6.10(i) includes an undertaking by the Affiliate transferee that if it ceases to be an Affiliate of the transferring Member it will, prior to or immediately upon such cessation, re-assign such Member's Interests to the transferring Member or another Affiliate of the transferring Member.
- 6.12 Change of Control. For avoidance of doubt and notwithstanding anything to the contrary contained herein, a Member shall not have any right to object (and shall waive its right to consent if it has such right) and shall not object to a change of control of the ultimate parent company of another Member, including, without limitation, any full or partial sale, merger, consolidation, privatization or delisting of the ultimate parent of another Member. For avoidance of doubt, nothing herein shall allow a Member's ultimate parent company to transfer its respective shares in that Member to a non-Affiliate of that Member.
- 6.13 Authorizations and Registration.
- (1) Any transfer is conditional on the transferee obtaining all necessary Authorizations either unconditionally or subject only to conditions which do not adversely affect the Company or its activities, or the interests of other Members. Subject to the satisfaction of the terms and conditions set forth in Articles 6.7 to 6.10 (inclusive), each Non-Transferring Member and the Transferring Member must, and must procure that the Company shall, complete all reasonably necessary procedures and provide all reasonably necessary consents in order to apply to the relevant State Authority for the necessary Authorizations for the transfer of the Transferred Interest to the transferee, provided that the Transferring Member shall bear the costs of all such actions.
 - (2) Upon receipt of the necessary Authorizations, the Members' Council shall approve any transfer of interest in the Charter Capital hereunder and undertake or cause to be undertaken all acts, matters and things reasonably required to ensure that the Transferred Interest in the Charter Capital is vested in the relevant transferee, including registering the change in ownership and Interest Percentages with the relevant State Authority and in the register of Members.
 - (3) The Members shall procure that the Company must not register any transfer, or apply for any Authorizations in relation to a transfer, made in breach of any of the provisions of Articles 6.7 to 6.11 (inclusive). Any such purported transfer so made will be of no effect.

CHAPTER 7 REPRESENTATIONS AND WARRANTIES

- 7.1 Members' Representations and Warranties. Each Member hereby represents and warrants that, as of the date of this Contract:
- (1) it has the capacity and authority to enter into this Contract and to perform its obligations hereunder, and is duly organized and validly existing under the laws of the jurisdiction of its incorporation;
 - (2) it is not a party to, bound by or subject to any contract, instrument, charter or by-law provision, statute, regulation, order, judgment, decree or law which would be violated, contravened or

breached by, or under which any default would occur as a result of, the execution and delivery by it of this Contract or the performance by it of any of the terms of this Contract, or which restricts it from entering into this Contract or performing its obligations and abiding by the terms hereunder;

- (3) it is not a person that is prohibited from establishing enterprises pursuant to the Law on Enterprises;
- (4) it has duly authorized, executed and delivered this Contract and that this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms;
- (5) it has contributed or transferred assets in a manner which does not conflict with, violate or result in a breach of, any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, governmental department, board, agency or instrumentality or any arbitrator, or result in the creation or imposition of any lien, charge, security interest or encumbrance of any nature whatsoever upon such assets;
- (6) it freely enters into this Contract and has not and will not hereafter incur any obligations or commitments of any kind which would in any way hinder or interfere with its acceptance or performance of its obligations hereunder;
- (7) it has carefully read the entire Contract, including its Schedules; and (i) fully understands all of the terms, conditions, restrictions and provisions set forth in this Contract, (ii) agrees that the terms, conditions, restrictions and provisions herein are necessary for the reasonable and proper protection of the Business of the Company and the Members, and (iii) acknowledges that each such term, condition, restriction and provision is fair and reasonable with respect to the subject matter thereof; and
- (8) neither it nor any of its Affiliates or any of their respective officers, directors, management or employees:
 - (a) have breached any Applicable Compliance Laws prior to the Effective Date in connection with the Site or the Project, and in the case of SAILUN the Shared Facilities or the land use rights for the Site or the Sailun Adjacent Land, and it covenants that it will and will procure that its Related Persons act in compliance with all Applicable Compliance Laws on and from the Effective Date in connection with the Site, the Project, the Shared Facilities, the Land Use Rights and land use rights for the Sailun Adjacent Land, and its obligations under this Contract including pursuant to Article 3.1, 8.1 and 8.3; or
 - (b) is a Government Entity or a Government Official that would require a disclosure to be made pursuant to Article 15.10.

7.2 SAILUN's Further Representations and Warranties. SAILUN hereby further represents and warrants that, as of the date of this Contract:

- (1) it has good and marketable title over the land use rights for the Site, the Shared Facilities and the land use rights for the Sailun Adjacent Land, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions, encumbrances or defects of any kind;
- (2) it is not, and is not alleged to be, in breach of any covenant, restriction, condition or obligation (whether statutory or otherwise) affecting the land use rights for the Site, the Shared Facilities or the land use rights for the Sailun Adjacent Land, nor is there any reason, so far as it is aware, why such covenants, restrictions, conditions and obligations should not continue to be complied with; and

- (3) the land use rights for the Site, the Shared Facilities and the land use rights for the Sailun Adjacent Land are not the subject of any pending condemnation proceedings, land acquisition proceedings, zoning change or proceeding (and to its knowledge no such proceedings have been threatened).

CHAPTER 8 RESPONSIBILITIES OF THE MEMBERS

8.1 SAILUN's Responsibilities. In addition to its other obligations under this Contract, SAILUN shall be responsible for the following matters:

- (1) to fulfill its obligation to contribute to the Charter Capital as provided in Article 6.2;
- (2) to procure, including to obtain all required Authorizations and carry out all required procedures at the competent State Authority, that the Site land is properly measured and separated from the Sailun Adjacent Land and removed from the existing land lease between Sailun and SVI, and the land use rights in respect of the Site land are returned to SVI with a legally binding obligation on SVI to lease the Site land and transfer the Land Use Rights to the Company pursuant to the Land Sub-Lease Agreement, all in accordance with applicable Laws of Vietnam;
- (3) to be primarily responsibility for conducting or procuring an environmental impact assessment and completing other environmental processes and obtaining related Authorizations as required for the Project under applicable Laws of Vietnam, and for construction of the Plant, subject to the Company's governance provisions including the rights, obligations, duties and authorities of the Members' Council, Chairman and General Director;
- (4) to provide to the Company access and use rights for the Shared Facilities and services on the terms of the Shared Facilities and Services Agreement (which agreement shall provide that such access and use rights shall survive for the term of this Contract notwithstanding any change in ownership of or operations at the Shared Facilities) and otherwise in accordance with Article 17.3, including to assist the Company in obtaining a reliable supply of water, heating, gas, steam and telecommunication services required for the Business, and to assist the Company to ensure a continuous and uninterrupted supply of all such utilities in an amount and quality as is required by the Business;
- (5) to cooperate with and assist the Company with respect to promptly obtaining and updating all Authorizations that are necessary or desirable for the Company and the Business, and completing required registrations for the operation of the Company;
- (6) to assist the Company in the recruitment of key personnel in Vietnam as may be necessary for the Business, as well as assisting foreign workers, staff and personnel in obtaining Vietnam visas, work permits and residency permit.

8.2 Responsibilities of COOPER. In addition to its other obligations under this Contract, COOPER shall be responsible:

- (1) to fulfill its obligation to contribute to the Charter Capital as provided in Article 6.2;
- (2) to assist in the design of, and procuring equipment for, the Plant; and
- (3) to assist the Company in matters relating to its corporate governance and the Business.

8.3 Responsibilities of All Members. In addition to its other obligations under this Contract and the Law on Enterprises, each Member shall:

- (1) use its best efforts in accordance with this Contract to cause the Company to carry out the investment activities described in the IRC;
- (2) respect and comply with the IRC, Charter, and ERC, and abide by the resolutions and decisions of the Members' Council;
- (3) cooperate with each other Member and the Company with a view to maximizing, and to assist the Company in applying for and obtaining, the most preferential tax, customs, foreign exchange and other incentives and treatments available to the Company under the Laws of Vietnam;
- (4) cause and assist the Company to carry out all necessary procedures to promptly apply for and use its reasonable best efforts to cause and assist the Company to obtain an extension to the term of the Land Use Rights, for a duration to be determined by the Members' Council, in a timely manner in advance of the expiry of the then current term of the Land Use Rights, and the Company shall pay the land rental in respect of such extension, all in accordance with applicable Laws of Vietnam, unless the Members' Council decides by Super Majority Resolution to terminate the Contract prior to or upon the expiry of the then current term of the Land Use Rights; and
- (5) use reasonable efforts to help support the operations of the Company, including to provide assistance to the Company in other matters as may be reasonably requested by the Members' Council from time to time.

8.4 Assist. As used in this Contract, the term "assist" shall mean more than mere support, but rather shall mean an affirmative obligation to use commercially reasonable efforts in order to achieve the stated obligations.

8.5 Intellectual Property.

- (1) Except as expressly set forth in this Contract, nothing in this Contract shall be construed as assigning, conveying, transferring or granting any licenses or similar rights of any Intellectual Property rights held by a Member or its Affiliates, and no such rights are assigned, conveyed, transferred or granted, now or hereafter, either directly or by implication, estoppels or otherwise by this Contract.
- (2) Each Member shall contribute Intellectual Property assets or license its Intellectual Property to the Company as mutually agreed, and shall enter into appropriate Intellectual Property licensing agreements on mutually acceptable terms.
- (3) The Company shall own any Intellectual Property that it develops in the course of conducting the Business (the "**Company Inventions**"). If a Company Invention constitutes a modification to or work derived from Intellectual Property licensed to the Company by one of the Members, the Company shall promptly disclose such modification or derivative work to such Member and the Company shall grant such Member on an as-is basis, a non-exclusive, royalty-free, irrevocable license to such modification or derivative work (without a right to sublicense it) to make, use, sell, offer for sale, import and otherwise commercially exploit such modification or derivative work (subject to any third party rights in such modification or derivative work), so long as such Member agrees to indemnify the Company for all uses of such modification or derivative work. Notwithstanding the foregoing, such Member and not the Company will continue to own such underlying Intellectual Property. Furthermore, upon request from any Member, the Company shall grant such Member on an as-is basis, a non-exclusive, royalty-free, irrevocable license to use Company Inventions for which the Member desires to hold a right to use.
- (4) In the event that a Member undergoes a change in Control, the Members shall promptly discuss and, if required, cooperate in good faith to amend the Intellectual Property contribution and licensing arrangements to ensure the Company has adequate Intellectual Property rights to continue its business and that each Member's own Intellectual Property is reasonably protected.

For the avoidance of doubt, no Member will have the obligation to provide any third-party (including a third-party purchaser of the Company or purchaser of some or all of a Member's Interest in the Company) with access to or use of its Intellectual Property assets, and may withdraw such Intellectual Property assets from the Company upon a change of control if that third-party purchaser is a competitor or the affected party otherwise reasonably considers it necessary or commercially desirable to do so.

CHAPTER 9

MEMBERS' COUNCIL

9.1 Members' Council. The Members' Council shall comprise all Members of the Company and shall be the highest decision-making authority of the Company. Subject to the Charter, the management and administration of the Company shall be vested in, and controlled by, the Members' Council, which shall perform its duties in accordance with this Contract, the Charter and the Laws of Vietnam. The Members' Council shall decide all matters of the Company, including:

- (1) setting annual and long-term financial budgets;
- (2) establishing or amending strategic plans for the Business;
- (3) making capital expenditures in the ordinary course of business;
- (4) planning initiatives;
- (5) allocating resources;
- (6) incurring debt in the ordinary course of business;
- (7) making acquisitions and divestitures in the ordinary course of business;
- (8) hiring, terminating and setting compensation of senior management; and
- (9) such other rights and obligations as are vested in the Members' Council pursuant to the Law on Enterprises.

All authority and power to act on behalf of the Company shall derive from the Members' Council and may be delegated, withheld or withdrawn by the Members' Council in its sole discretion. All personnel employed by the Company and all committees and sub-committees of the Company, whether formal or informal, shall be subordinate and ultimately responsible to the Members' Council.

9.2 Authorized Representatives. Subject to Article 9.3, SAILUN shall appoint three (3) Authorized Representatives to represent it on the Members' Council and COOPER shall appoint two (2) Authorized Representative to represent it on the Members' Council. At the time this Contract is signed, and when replacement Authorized Representatives are appointed, the Members shall notify one another and the Company in writing with the following minimum particulars:

- (1) name, permanent head office address, nationality, number and date of establishment decision or business registration of the Member;
- (2) Interest Percentage, and number and issuance date of the Member's Interest certificate(s);
- (3) full name, permanent residence address, nationality, number of identification card, passport or other lawful personal identification of the Authorized Representative;

- (4) a brief curriculum vitae and a list of other official functions, if any, that the relevant Authorized Representative will concurrently carry out for the Company;
- (5) confirmation that the Authorized Representative is authorized to exercise the rights and perform the obligations stipulated in the Law on Enterprises in the name of such Member and the duration of such authorization of the Authorized Representative; and
- (6) full name and signature of the Authorized Representative and legal representative of the Member.

9.3 Change in Constitution of the Members' Council. The Members agree that if at any time there is a change in the Interest Percentages such that:

- (1) COOPER holds the largest Interest Percentage, COOPER shall have the right to appoint a majority of the Authorized Representatives to the Members' Council either by (a) appointing two additional Authorized Representatives to the Members' Council such that the Members' Council comprises seven (7) Authorized Representatives, or (b) appointing one additional Authorized Representative to the Members' Council and requiring SAILUN to remove (and not replace) one of its Authorized Representatives appointed to the Members' Council; or
- (2) the number of Members increases to more than two, then the continuing Members shall agree with the incoming Members what the constitution of the Members' Council shall be (failing such agreement then each Member shall be entitled to appoint one Authorized Representative and one additional Authorized Representative for each increment of thirty per cent. (30%) Interests that such Members holds).

9.4 Acts of the Authorized Representatives. Each of the Members shall cause their respective appointed Authorized Representatives to take any and all actions that are necessary, in order to duly implement and comply with the provisions of this Contract and the Charter and to duly implement and strictly comply with the decisions taken in compliance with the provisions contained in this Contract and the Charter. The Members shall take all reasonable measures to procure that their respective appointed Authorized Representatives (i) abide by the Laws of Vietnam, this Contract and the Charter, (ii) perform the rights and obligations of the Member appointing them in accordance with the Law on Enterprises; (iii) perform their duties and responsibilities honestly, prudently and faithfully to the best of their ability, (iv) attend all meetings of the Members' Council (whether in person, by proxy or by electronic means) and reasonably consider all proposals put forward at a meeting of the Members' Council and other meetings of the Company for the proper development and conduct of the Company, and (iv) act in good faith and protect the interests of the Company with such standard of care as a prudent person in a like position would use under similar circumstances. None of the Authorized Representatives shall be allowed to use his/her position and office in the Company for personal gain, accept bribes, either by himself or with others, participate in any commercial competition by other persons against the Company, or engage in other activities detrimental to the interests of the Company. For the avoidance of doubt, nothing herein shall prohibit or restrict Authorized Representatives appointed by a Member from concurrently serving as officers, directors or employees of that Member and/or its Affiliates and carrying out their duties in connection therewith.

9.5 Term and Removal.

- (1) Authorized Representatives shall each be appointed for a term of three (3) years, and may serve consecutive terms if reappointed by the Member originally appointing such Authorized Representative.
- (2) Any Member may, at any time with or without cause, remove and replace an Authorized Representative that it has appointed by written notice to the Company and to the other Members. If a member's seat on the Members' Council is vacated due to the retirement, resignation, illness, disability, incapacity or death of an Authorized Representative or by the removal of such Authorized Representative by the original appointing Member, the Member which originally

appointed such Authorized Representative shall appoint a successor to serve the remainder of such Authorized Representative's term.

- (3) If either Member or the Members' Council has reason to believe that an Authorized Representative no longer has the legal capacity to perform his/her duties as an Authorized Representative (provided such loss of capacity is determined or accepted by a unanimous decision of the Members' Council, excluding the relevant Authorized Representative), or has been convicted of committing an act or omission constituting fraud, theft, embezzlement or other violations of relevant Laws of Vietnam, the Members' Council may remove the such Authorized Representative immediately. Following any such removal, the Member that originally appointed the relevant Authorized Representative shall appoint a successor to serve the remainder of such Authorized Representative's term.

9.6 Chairman. An Authorized Representative nominated by SAILUN shall be appointed to serve as Chairman of the Members' Council, provided that if at any time there is a change in the Interest Percentages such that COOPER holds the largest Interest Percentage then an Authorized Representative nominated by COOPER shall be appointed to serve as the Chairman. The Chairman shall have the following rights and duties:

- (1) to prepare, or organize the preparation of, working programs and plans of the Members' Council;
- (2) to prepare, or organize the preparation of, the agenda, contents and materials for meetings of the Members' Council or collecting the Members' opinions;
- (3) to convene and preside over meetings of the Members' Council or organize the collecting of the Members' comments;
- (4) to supervise, or organize the supervision of, the implementation of decisions made by the Members' Council in accordance with the directions of the Members' Council;
- (5) to sign resolutions and decisions on behalf of the Members' Council; and
- (6) to exercise other rights and to undertake such other obligations as provided for by the applicable relevant Laws of Vietnam and the Charter.

The Chairman shall perform his or her duties and responsibilities within the scope of authority delegated by the Members' Council, and in accordance with this Contract, the Charter and relevant Laws of Vietnam. If the Chairman is temporarily unable to perform his or her responsibilities, he or she may designate in writing any other Authorized Representative to fulfill his or her duties and responsibilities in such capacity within such temporary period.

9.7 Voting.

- (1) Each Member shall have the number of votes in proportion to its Interest Percentage on any matter subject to a Members' Council vote. Where a Member has appointed more than one Authorized Representative to the Members' Council, it shall identify in writing to the Company and other Members the share of its capital contribution voting rights of each such Authorized Representative, failing which the voting rights attached to such Member's Interest Percentage shall be divided equally among its Authorized Representatives. The Chairman, in his or her capacity as such, is not entitled to have any extra or casting vote in any meeting of the Members' Council. This provision is without prejudice to Article 9.9(6) on proxies.
- (2) The quorum necessary for a meeting of the Members' Council shall be attending Authorized Representatives representing Members holding an aggregate Interest Percentage of not less than sixty five per cent. (65%).

- (3) The following matters require a Super Majority Resolution to be approved:
- (a) any intercompany agreement or arrangement between the Company and a Member, or between the Company and any Affiliate or other Related Person of the Company, or between the Company and any Affiliate or other Related Person of any Member, and any material amendments to any such agreement or arrangement;
 - (b) any amendment of or supplement to the Charter or ERC;
 - (c) the reorganization, dissolution or winding up of the Company;
 - (d) any amendment of or increase or decrease in the Charter Capital of the Company, or approval and registration of any sale of Interests in the Company;
 - (e) amalgamation or merger of the Company with any other company, association, partnership or legal entity;
 - (f) entrance into any partnership or joint venture with any third party;
 - (g) establishment or dissolution of subsidiaries or branches of the Company;
 - (h) any division of the Company;
 - (i) the investment, sale or transfer of assets valued at fifty per cent. (50%) or more of the total value of assets recorded in the most recent financial statement of the Company to any party;
 - (j) any change in the Business of the Company, or any amendment of or supplement to the Investment Registration Certificate;
 - (k) any debt financing of the Company, provision of a guarantee or security by the Company to any Person, or the creation of any security interest on any property of the Company, in each case other than in the ordinary course of business;
 - (l) all annual and long-term production plans, annual and long-term business plans (including the Business Plan) and any capital investment (including making reservation of funds for capital reserves), and any material amendments to or deviations from any such plan or approved investment;
 - (m) the acquisition or disposition of any asset in excess of USD 1 million, other than the sale of inventory in the ordinary course of business, unless such acquisition or disposition was approved in the Company's annual Business Plan;
 - (n) any disposition of all or any part of the Land Use Rights, and any acquisition or disposition (including by way of lease or sub-lease) of any other land use rights or other real property interests which is not in the Company's ordinary course of business, or not consistent with the Company's approved Business Plan or Annual Budget, or involves a value in excess of USD 1 million; and
 - (o) approval of the Annual Budget (and any material amendments to it or deviations from it) and the Company's annual financial reports, and approval of any reservation of funds or change in the amount of dividend to be distributed in any year pursuant to Article 13.1,

provided that for any decision on a matter listed in paragraph (a) above between the Company and one or more (but not all) Members, or between the Company and any Affiliate or other Related Person of any one or more (but not all) Members, the affected Member(s) shall be excluded from the vote and the matter can be decided by approval of the Authorized Representatives appointed by Members other than the affected Member(s), holding such aggregate Interest Percentage as is specified in the Charter. For the purposes of this Article 9.7 (3), a reference to 'material' means (i) an amendment or deviation that will or is reasonably likely to involve an aggregate additional commitment, expenditure or liability for the Company, when taken together with all amendments and deviations, of five per cent. (5%) or more from the previously authorized amount or, (ii) any other amendment or deviation that is not minimal or trivial but is significant in substance or effect.

- (4) The Members agree that all matters except those listed in Article 9.7(3) above can be decided at a meeting of the Members' Council by approval of the Authorized Representatives appointed by Members holding such aggregate Interest Percentage of not less than sixty-five per cent. (65%).
- (5) The Members' Council shall by resolution supported by the Members or Authorized Representatives representing more than 50% of the Charter Capital formally authorize the General Director and/or other Persons with necessary powers to implement decisions of the Members' Council in accordance with this Contract, and, more generally, to conduct the day-to-day business of the Company in accordance with the then current business plan.
- (6) The Members' Council shall adopt rules and procedures regarding the custody of the Company's seal and such other matters as the Members' Council deems necessary.

9.8 Deadlock.

- (1) If the Members' Council approves a resolution in respect of any of the matters set forth in Article 9.7(3) paragraphs (k) to (o) inclusive above by a majority vote, but the matter fails to get an affirmative vote of the Members sufficient for a Super Majority Resolution, then a subsequent meeting of the Members' Council shall be convened by at least ten (10) days prior written notice (sent in accordance with the requirements of the Charter) within thirty (30) days to further discuss and vote on such matter. If no resolution is passed and no alternative solution is adopted at such subsequent meeting, or if a quorum is not met for three (3) consecutive meetings of the Members' Council in respect of such matter, a deadlock ("**Deadlock**") shall be deemed to have occurred and shall be resolved in accordance with Article 9.8(2).
- (2) Upon the occurrence of a Deadlock, the Chairman shall promptly notify the senior management of each Member and its ultimate parent company (collectively referred to as "**Senior Management of the Members**") in writing (such notice, a "**Deadlock Notice**") of such occurrence. The Deadlock Notice shall specify in reasonable details the nature of the matter giving rise to the Deadlock. The Senior Management of the Members shall promptly arrange for a meeting among the Members and their respective representatives for the purpose of resolving the Deadlock. Such meeting shall be held within thirty (30) days from the date of the Deadlock Notice. If a Deadlock cannot be settled between the Members within sixty (60) days from the date of the Deadlock Notice, any Member may refer the matter to dispute resolution as set forth in this Contract.

9.9 Meetings.

- (1) Members' Council meetings shall be held at least twice in each fiscal year.
 - (a) The first ordinary meeting in each fiscal year shall be held in January (except in respect of the first year where Article 3.7(2) and Article 12(1) shall apply) at which the Members' Council shall, among other things, review and approve the Annual Budget and Business Plan for that fiscal year.

- (b) The second ordinary meeting in each fiscal year shall be held no later than ninety (90) days from the end of the previous fiscal year at which the Members' Council shall, among other things, consider and approve the Company's annual financial reports for the previous fiscal year and any reservation of funds or change in the amount of dividend to be distributed.
- (2) Meetings shall be held at the head office of the Company or at such other address in accordance with the Charter. The agenda for Members' Council meetings shall be determined by the Chairman, but shall include in any event the items proposed by other Members (including pursuant to Article 9.9(4)) provided such proposed items and any required supporting documents are sent to the Company and the Members by no later than the time specified in the Law on Enterprises and/or the Charter.
- (3) All Members' Council meetings shall require prior written notice from the Chairman to all Authorized Representatives of not less than ten (10) Business Days setting forth the date, time, place and agenda. Authorized Representatives may waive their right to receive prior written notice of any meeting. Documents used for any Members' Council meeting relating to a decision on any amendment of or supplement to the Charter, approval of the development orientation of the Company, approval of the annual financial statement, or any re-organization or dissolution of the Company, must be sent to the Members no later than seven (7) Business Days prior to the meeting.
- (4) Upon written request of any Member specifying the matters to be discussed, the Chairman shall give written notice to all Authorized Representatives to convene an interim meeting of the Members' Council, to be held at least ten (10) Business Days after and within thirty (30) days from such notice, and the provisions of Article 9.9(2) and (3) shall apply.
- (5) The Chairman is responsible for convening and presiding over all Members' Council meetings. If the Chairman is unable to convene and/or preside over a Members' Council meeting, another Authorized Representative designated in writing by the Chairman shall convene and/or preside over such Members' Council meeting.
- (6) Members' Council meetings may be attended by Authorized Representatives in person, by telephone or video conference, provided, however, that if an Authorized Representative is unable to participate in a Members' Council meeting, he/she shall issue a written proxy authorizing another individual to attend the meeting on his/her behalf. An individual so entrusted shall have the same rights and powers as the Authorized Representative who issued the proxy.
- (7) Members' Council meetings shall be duly convened if a quorum is constituted in attendance, in person or by proxy. If a Members' Council meeting is inquorate it may be reconvened in accordance with the Charter.
- (8) Notwithstanding any other provisions herein, Members' Council resolutions may be adopted by unanimous written consent by all of the Members' Council in lieu of a meeting if the relevant resolutions are sent to all Authorized Representatives and the resolutions are affirmatively signed and adopted by Authorized Representatives in accordance with Articles 9.7(3) and 9.7(4) above. Such written Members' Council resolutions may consist of several counterparts in identical form each signed by one or more of the Authorized Representatives. Such written Members' Council resolutions shall be filed with the Members' Council meeting minutes and shall have the same force and effect as a Members' Council resolution adopted at a duly constituted and convened Members' Council meeting, being effective on the day the last Authorized Representative signs the relevant counterpart.
- (9) Members' Council meetings shall be held in English and all Members' Council minutes and Members' Council resolutions and agendas and other Members' Council meeting documents shall be prepared and provided in English. The Chairman shall cause complete and accurate minutes

(in English) to be kept of all meetings (including meeting notices) and of matters addressed or raised at such meetings. Minutes of all Members' Council meetings shall be circulated to all Authorized Representatives promptly after each meeting. Any Authorized Representative who wishes to propose any amendment or addition to the meeting minutes shall submit the same in writing to the Chairman not later than fifteen (15) Business Days after receipt of the minutes, and the Chairman shall circulate such proposal to all the Authorized Representatives. Any Authorized Representative who wishes to object to the proposed amendment to the minutes shall submit the same in writing to the Chairman and all other Authorized Representatives not later than fifteen (15) Business Days after receipt of the proposed amendment, otherwise such proposed amendment shall be adopted and the minutes shall be amended accordingly. If the proposed amendment and relevant objection are not resolved within thirty (30) days of the Chairman's receipt of such objection, neither the proposal nor the objection shall be adopted but both would be noted as an attachment to the minutes. All Authorized Representatives shall sign each page of the final minutes within ten (10) days after receipt of same, and return such signed copy to the Copy. The original minutes shall be kept on file at the head office of the Company or as otherwise provided in the Charter and shall be available to any Authorized Representative or their proxies for inspection or copying at any reasonable time.

- (10) No remuneration shall be paid by the Company to any of its Authorized Representative in his/her capacity as such; provided, however, that in the event that an Authorized Representative is concurrently a manager, officer or employee of the Company, such Authorized Representative shall be entitled to remuneration for his/her service as a manager, officer or employee only. An Authorized Representative may recover from the Company such expenses as are reasonably and properly incurred in connection with his/her attending the Members' Council meetings or other activities of the Company where his/her presence is required. The Members' Council shall establish a policy to implement this subsection.
- 9.10 Promoting the Interests of the Company. In addition to and without derogating from the obligations of Members and their Authorized Representatives set out in Article 9.4, the Members shall take all reasonable measures to procure that their respective appointed Authorized Representatives and the Management Personnel shall, (i) promote the best interests of the Company for the benefit of the Members as a whole and not to promote the interests of one or more Members to the detriment of the Company or any other Member, (ii) act in good faith toward the Company and all Members in order to promote, develop and protect the interests of the Company, and (iii) exercise delegated rights and perform delegated obligations honestly and prudently. The Members shall consult fully on all matters materially affecting the Company and the Project.

CHAPTER 10 OPERATION AND MANAGEMENT

10.1 Management Team.

- (1) The Company shall establish an operation and management team to be responsible for the Company's daily operation and management in accordance with the Charter. Such team shall include the General Director, the Chief Accountant, the Chief Technology Officer, the Controller, the Head of Quality and such other management personnel as determined by the Members' Council ("**Management Personnel**"). The Chairman or other Authorized Representative at the Members' Council may concurrently serve as a member of the Management Personnel.
- (2) The material employment and compensation terms of any Management Personnel to be appointed by the Members' Council upon the nomination of a Member shall be approved by Super Majority Resolution. If such terms fail to get an affirmative vote of the Members sufficient for a Super Majority Resolution, then the provisions of Article 9.8(1) shall apply to such matter and if a Deadlock is deemed to have occurred in respect of such matter then it shall be resolved in accordance with Article 9.8(2).

10.2 General Director.

- (1) The General Director shall be appointed by the Members' Council upon the nomination of such person by SAILUN. At the time this Contract is signed, and when a replacement General Director is appointed, SAILUN shall notify the other Members and the Members' Council in writing with the full name, permanent residence address, nationality, number of identification card, passport or other lawful personal identification of the General Director.
- (2) In the event that the Members' Council finds by unanimous decision that the General Director is incompetent, or commits graft or serious dereliction of duty, he/she shall be dismissed by the Members' Committee. A new General Director shall then be nominated by SAILUN and be immediately appointed by the Members' Council.
- (3) If at any time there is a change in the Interest Percentages such that COOPER holds the largest Interest Percentage, then COOPER shall thereafter have the right to nominate the General Director and, pursuant to Article 10.5, any interim General Director.
- (4) Compensation and other terms and conditions of employment for Management Personnel shall be determined by the Members' Council after the formation of the Company and provided in the employment contracts to be signed between the relevant individual and the Company.

10.3 Responsibilities of the General Director. The General Director shall (i) be in charge of the day-to-day operation and management of the Company, (ii) be accountable to and report to the Members' Council for the exercise of his/her rights and the performance of his/her obligations, (iii) perform and exercise his/her duties and powers strictly in accordance with this Contract and the Charter, as supplemented by the authority granted to him/her by the Members' Council, and (iv) be responsible for implementing the resolutions passed by the Members' Council from time to time. Specific duties include, but are not limited to, the following:

- (1) to supervise all day-to-day commercial matters of the Company in accordance with the policies approved by the Members' Council;
- (2) to implement or organize the implementation of decisions of the Members' Council;
- (3) to decide on matters relating to the day-to-day business operations of the Company;
- (4) to prepare for submission to the Members' Council (in the English language) for review and approval, and upon such approval to implement or organize the implementation of:
 - (a) the Business Plan and investment plan of the Company;
 - (b) an annual operating plan, Annual Budget and performance targets for the Company; and
 - (c) any other documents or plans for the Company that are deemed necessary by the Members' Council;and to submit any major variations to such plans, budgets, targets or documents for the Company to the Members' Council for review and approval prior to their implementation;
- (5) to submit to the Members' Council a quarterly production and sales report and quarterly financial statements for the Company, such reports and statements to be submitted in English within thirty (30) days following the close of the quarter to which such a report relates;
- (6) to issue internal management rules and regulations of the Company;

- (7) to appoint, remove from office and dismiss managers and employees other than those appointed by the Members' Council;
 - (8) to conclude and sign contracts on behalf of the Company, other than those solely within the authority of the Chairman of the Members' Council, and to submit to the Members' Council all operational transactions and contracts for expenditures of the Company that materially exceeds the budget approved by the Members' Council;
 - (9) to make recommendations on the organizational structure of the Company;
 - (10) to submit annual financial statements to the Members' Council;
 - (11) to propose plans for using or distributing profits or handling losses in business;
 - (12) to recruit employees; and
 - (13) to exercise other rights and undertake such other duties as provided for in the Charter and the employment contract signed between him/her and the Company, and under Laws of Vietnam.
- 10.4 Authority. The General Director shall, within the scope of the authority conferred upon him/her by the Members' Council, represent the Company in dealings with other parties, except for those dealings solely within the authority of the Chairman of the Members' Council.
- 10.5 Interim General Director. When the General Director is unable to carry out his/her duties, an interim General Director may be appointed by SAILUN to serve as the acting General Director until a new General Director is nominated by SAILUN and appointed by the Members' Council.
- 10.6 Other Management Personnel.
- (1) The Chief Accountant shall be appointed by the Members' Council upon the nomination of such person by SAILUN.
 - (2) The Chief Technology Officer, the Controller and the Head of Quality shall each be appointed by the Members' Council upon the nomination of such person by COOPER.
 - (3) In the event that any member of the Management Personnel other than the General Director is found incompetent by the Members' Council, or commits graft or serious dereliction of duty, he/she shall be dismissed by the Members' Committee and a new person shall then be nominated by the Member entitled to appoint such Management Personnel and be immediately appointed by the Members' Council.
 - (4) The power, authority and operations of the Management Personnel other than the General Director and the other key positions within of the Company shall be specified in the Charter.
- 10.7 Resignation from Office. If the General Manager or any other Management Personnel intends to resign from his/ her position, such person shall be required to submit the resignation notice to the Members' Council at least thirty (30) days prior to the intended effective date of such resignation.
- 10.8 Confidential Information. The Authorized Representatives, General Director, and all other Management Personnel and working personnel of the Company shall not disclose any commercial secrets or trade secrets of the Company (except to the extent reasonably required to carry out their duties to the Company) or of any Member (unless they are an officer, director or employee of such Member, in which case such Member may allow such disclosure of such Member's information), except in accordance with Chapter 18.

CHAPTER 11

LABOR MANAGEMENT

- 11.1 Governing Principle. Matters relating to the recruitment, employment, management, dismissal, resignation, wages, welfare benefits, subsidies, labor insurance, social security and other matters concerning the employment, rights and interests of staff of the Company shall be determined by the Members' Council in accordance with the labor and social security laws and regulations of Vietnam. The General Director shall implement plans approved by the Members' Council.
- 11.2 Employees. Employees shall be employed by the Company in accordance with the provisions of this Contract, the Charter, and the terms and conditions of the individual employment contracts concluded with each respective employee.
- 11.3 Compensation. In accordance with Laws of Vietnam concerning labor compensation, the General Director shall implement a compensation system whereby employees are compensated according to prevailing market rates, taking into account their technical ability, education, performance and position.
- 11.4 Confidentiality and Non-compete. The Company shall enter into Non-Disclosure and Non-Compete Contracts with the Chairman, General Director, and each of its other managers and key employees, and the terms of such contract shall be determined by the Members' Council. The Members' Council may require the Company to enter into similar contracts with any other employees. However, in any event, the obligations hereto and under the Non-Disclosure and Non-Compete Contracts shall not restrict information sharing with or between a Member and its Affiliates, or working or providing services to a Member or its Affiliates, provided that neither Member shall use or disclose the other Member's confidential information or trade secrets except in accordance with this Contract.
- 11.5 Labor Organizations. Employees of the Company may establish a labor union, political organization or socio-political organization in accordance with the Laws of Vietnam relating to labor.

CHAPTER 12

FINANCIAL AFFAIRS AND ACCOUNTING

- 12.1 Business Plan and Annual Budget. The Members' Council shall be responsible for approving a one (1) to five (5) year business plan for the Company ("**Business Plan**"). At the first meeting each year of the Members' Council, the Members shall review and approve the Business Plan and an annual budget (the "**Annual Budget**") for the coming year. Preparation of the Business Plan and the Annual Budget shall be overseen by the General Director. At the initial meeting of the Members' Council held pursuant to Article 3.7(2), the Members' Council shall approve the initial Business Plan and the Annual Budget covering the operations of the Company from the Effective Date until the end of calendar year 2019.
- 12.2 Accounting System.
- (1) The Company shall maintain truthful and accurate books and records in accordance with accounting systems and procedures established in accordance with relevant laws and regulations, including Laws of Vietnam pertaining to accounting and statistics. Accounting systems and records shall be maintained in accordance with Vietnamese accounting standards and GAAP preferred by COOPER to the full extent permitted by the Laws of Vietnam. The accounting systems and procedures to be adopted by the Company shall be submitted to the Members' Council. Once approved by the Members' Council, the accounting systems and procedures shall be filed with the relevant government finance department and tax department for record as may be required. The debit and credit method, as well as the accrual basis of accounting, shall be adopted as the methods and principles for keeping accounts.

- (2) Unless this Article 12.2 provides otherwise, all accounting books and financial statements of the Company, and all routine accounting records, vouchers, etc., shall be made in English, Vietnamese and such other language as a Member may reasonably require.
- (3) The Company shall adopt VND as its standard currency for bookkeeping, and shall also use US Dollars and such other currency as a Member may reasonably require as a supplementary bookkeeping currency. For purposes of preparing the Company's accounts and statements of the Members' capital contributions, and for any other purposes where it may be necessary to effect a currency conversion, such conversion shall be made in accordance with the applicable accounting rules and relevant Laws of Vietnam.
- (4) Financial statements for the Company shall be prepared in both the Vietnamese and English languages, and in VND and in US Dollars, and such other language and currency as a Member may reasonably require. Such statements shall include at least the following: balance sheet, profit and loss statements, and cash flow statement, and (in the annual financial statements) a statement for retained earnings for the fiscal year, and shall be kept and provided to each Member, and to the relevant authorities as required by relevant authorities, with (a) the unaudited monthly income statement to be delivered to the Members within ten (10) days, and (b) all other unaudited monthly and all unaudited quarterly and annual financial statements being delivered to the Members within fifteen (15) days, following the close of the relevant period.
- (5) The Company shall also:
 - (a) be responsible for maintaining, and shall maintain, appropriate internal controls over financial reporting as defined in Rules 13a-15(f) and 15d-af (f) under the U.S. Securities Exchange Act of 1934; and
 - (b) provide such other information and support as is reasonably necessary to allow the Members and their Affiliates to meet their financial reporting obligations and take reasonable action and provide reasonable assistance, including by providing reasonable access to each Member and their Affiliates and auditors, with such Member's disclosure, control and procedures (as defined in Rule 13a-15(e) of the U.S. Securities Exchange Act of 1934) and to allow such Member to make an evaluation in accordance with applicable law governing such Member.

In connection with the Company's obligations under this Article 12.2(5), the Company shall provide, as an operating expense of the Company, such access and reasonable assistance as may be requested by any Member that will allow that Member or its Affiliates to conduct activities necessary to satisfy its responsibilities under the Sarbanes-Oxley Act of 2002, standards issued by the United States Public Company Accounting Oversight Board and adopted by the U.S. Securities and Exchange Commission, or other similarly promulgated guidance by other regulatory agencies, including to provide, (i) evidence of the Company's documented policies regarding "whistleblower" procedures and regarding the reporting of fraud or misstatements involving the Company's financial reporting, and (ii) access for the Member or its Affiliates to conduct such procedures as it reasonably considers necessary to make a determination that the Company has maintained an effective system of internal controls over financial reporting.

12.3 Auditing.

- (1) At the expense of the Company, the Company's Auditor shall be appointed by Super Majority Resolution to conduct an audit of the annual financial statements and accounts of the Company. The Members agree that the Company shall, within ninety (90) days after the end of a fiscal year, submit to the Members an annual statement of final accounts (including the audited profit and loss statement, balance sheet, cash flow statement, and statement for retained earnings for the fiscal year), together with the audit reports of the Company's Auditor.

- (2) Each Member shall have the right at any time to audit (through such Member's internal audit organization or a third party auditor) the entire accounts of the Company, along with the control processes that support the recording of transactions to these accounts, within thirty-six (36) months from the end of the period to be audited. At the end of such audit, the Member requesting such an audit may submit queries concerning the audit to the Members' Council. The Members' Council shall reply in written form within sixty (60) days after receipt of the queries concerning the audit. Reasonable access to the Company's financial records shall be given to such auditor retained by the Member and such auditor shall keep confidential all documents under his/her audit, subject to applicable legal requirements and the provisions of this Contract.
- (3) When a Member conducts an audit pursuant to Article 12.3(2), it shall bear the expenses incurred and the responsibility for the appointed auditor in maintaining confidentiality of all the documents so audited.
- 12.4 Bank Account & Foreign Exchange Control. The Company shall open foreign exchange accounts and VND accounts and handle foreign exchange transactions in accordance with relevant Laws of Vietnam. The Members' Council shall determine the signatories required for any disbursements of funds from such accounts and shall establish internal control policies relating to these accounts.
- 12.5 Fiscal Year. The Company shall adopt the calendar year as its fiscal year, which shall begin on January 1 and end on December 31 of the same year.

CHAPTER 13 PROFIT DISTRIBUTION

- 13.1 Dividend Policy. After payment of all payable tax obligations, and fulfilment of other financial obligations in accordance with applicable Laws of Vietnam (such as employee benefit contributions etc.), the Members' Council shall determine the annual dividend distribution of the Company each year, to be distributed to the Members in accordance with Article 3.5(4). Unless otherwise resolved by Super Majority Resolution, the amount of dividend to be distributed in respect of any year shall be equal to 25% (or such higher percentage as may be determined by Super Majority Resolution) of the Company's net income as reported in the audited annual financial statements of the Company for the year, subject to the Company first making such reasonable reservation of funds as is determined by Super Majority Resolution, based on the estimated Free Cash Flow for the following year, for (i) the Company to meet its debts and obligations (including debt coverage and debt pay down) as they fall due and (ii) capital reserves and contingency reserves.
- 13.2 No Borrowing. For the avoidance of doubt, the Company shall not, in any circumstances, obtain any additional borrowings from any bank or other third party for the purpose of financing such dividend payment.

CHAPTER 14 TAXATION AND INSURANCE

- 14.1 Income Tax, Customs Duties and Other Taxes. The Company and its employees shall pay taxes pursuant to relevant Laws of Vietnam. The Company shall use its best endeavors to apply for and obtain preferential treatment, including tax and customs benefits, permitted by the law.
- 14.2 Insurance. The Company shall maintain, in accordance with relevant Laws of Vietnam, insurance as determined by the Members' Council from time to time to cover the Company's assets, operations and other business activities.

- 14.3 Product Liability Insurance. The Company shall secure and will maintain product liability insurance. Such insurance coverage shall name COOPER, SAILUN and their respective Affiliates as additional insured and such policy shall not be subject to cancellation without thirty (30) days prior written notice to COOPER. A certificate of such insurance will be provided to COOPER.

CHAPTER 15 COMPLIANCE WITH APPLICABLE COMPLIANCE LAWS

- 15.1 Compliance. The Company, its subsidiaries and their Affiliated Persons shall conduct their business and affairs and otherwise act in compliance with all Applicable Compliance Laws.
- 15.2 No Improper Payments to Government Officials. The Company, its subsidiaries and their Affiliated Persons shall not, in a manner that violates Applicable Compliance Laws: (a) offer, pay, give, or loan; or (b) promise to pay, give, or loan; directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly: (x) influencing any act or decision of such Government Official in his official capacity, (y) inducing such Government Official to do or omit to do any act in violation of his lawful duty or to perform improperly one of his functions or obligations, or (z) inducing such Government Official to use his influence with a Government Entity or other Government Official to affect or influence any act or decision of that Government Entity or Government Official, in each instance to direct business to or obtain an improper advantage for the Company, or any of its shareholders and their Affiliates.
- 15.3 No Improper Payments to Customers, Suppliers and Other Persons. The Company, its subsidiaries and their Affiliated Persons shall not, in a manner that violates Applicable Compliance Laws: (a) offer, pay, give, or loan; or (b) promise to pay, give, or loan; directly or indirectly, money or any other thing of value to or for the benefit of any customer, vendor, supplier, any person working for an actual or potential customer, vendor or supplier, or any other persons for the purposes of corruptly: (x) influencing any act or decision of such person in his official capacity, (y) inducing such person to do or omit to do any act in violation of his lawful or fiduciary duty or to perform improperly one of his functions or obligations, or (z) inducing such person to use his influence with any entity or person to affect or influence any act or decision of that entity or person, in each instance to direct business to or obtain an improper advantage for the Company, or any of its shareholders and their Affiliates.
- 15.4 Joint Venture Compliance Policies. The Company shall adopt the policies, code of ethics, etc. of each of COOPER and SAILUN relating to financial controls, export control laws, conflicts of interest, anti-corruption, the provision of gifts, meals, entertainment, travel, sponsorships and other benefits, training programs, and protocols for hiring any third party, with such exceptions, modifications and additions only (i) as required to comply with applicable local laws, (ii) to remove any inconsistencies between the policies or codes etc of COOPER and SAILUN, in which event the Members shall agree which to apply and failing which the most stringent or prudent shall be adopted, or (iii) as may be agreed by the Members (the "**Company Policies**").
- 15.5 Disclosure of Violations of Applicable Compliance Laws. The Members further agree that should any Member learn of information regarding any violation or potential violation of the Applicable Compliance Laws or the Company Policies in connection with the Company's business or operations, they shall immediately advise the Company and the other Members of such knowledge or suspicion to the extent permitted by the laws applicable to the relevant Member, and shall immediately take appropriate action to stop any continuing violations.
- 15.6 Accurate Books and Records. Each transaction of the Company and its subsidiaries shall be properly and accurately recorded on the Company's books and records such that each such entry on the books and records is complete and accurate in all respects.

- 15.7 Internal Controls. The Company shall devise and maintain a system of internal accounting controls adequate to ensure that it maintains no off-the-books accounts and that the assets of the Company and its subsidiaries are used in accordance with their respective management's authority, directives, controls and policies.
- 15.8 Audits and Remediation. The Members and the Company shall work cooperatively in conducting periodic audits of the Company's internal controls, and compliance with the Company Policies and Applicable Compliance Laws. The Members and the Company shall also work cooperatively in developing practical, proportionate, and effective remedial measures to ameliorate corruption risks and compliance deficiencies that may be identified during any audits or investigations of the Company and its subsidiaries. Such remedial measures shall be sufficient relative to the compliance practices typically utilized by US public companies.
- 15.9 Cooperation in Investigations. Either Member shall have the right to institute an investigation, at its own cost, if it suspects that the Company has potentially violated the Applicable Compliance Laws or the Company Policies. The Members and the Company shall cooperate with any ethics or compliance related audit or investigation instituted by a Member, the Company or any regulatory authorities and governments, including but not limited to, the Vietnam and US governments.
- 15.10 Disclosure of Government Relationships and Conflicts of Interest.
- (1) Each Member shall disclose in writing to the other Members, or cause the Company to disclose to the other Members, if it becomes aware that the Member, its Affiliates, their respective officers, directors, management, or employees, or the Affiliated Persons of the Company is or will become a Government Entity or a Government Official (a) whose official duties include decisions to direct business to, regulate the activities of, or provide other advantages to the Company or its subsidiaries; or (b) who may otherwise control or direct the actions of, Government Officials who are in a position to direct business to, regulate the activities of, or provide other advantages to the Company or its subsidiaries.
 - (2) Each Member shall disclose in writing to the other Members, or cause the Company to disclose to the other Members, if it becomes aware that a Member, its Affiliates, their respective officers, directors, management, or employees, or the Affiliated Persons of the Company has a conflict of interest (as defined in the Company Policies) with the Company or its businesses.
 - (3) Any Member shall have the right, in its sole discretion, to require that the individual who has the relevant relationship specified in this Article 15.10 recuse himself or herself from any potential conflict of interest, except in respect of an agreement or arrangement that has been approved by the Members' Council pursuant to Article 9.7(3)(a) where the conflict of interest has been fully disclosed pursuant to Article 15.10(2) prior to such approval.
 - (4) For the avoidance of doubt, each of SAILUN and COOPER:
 - (a) acknowledges that the other and its Affiliates operate in the same industry as the Company;
 - (b) agrees that the conflict of interest provisions of this Article 15.10 and the Company Policies are not meant to, and shall not be used by either of them to, (i) restrict, limit, penalize or otherwise prohibit the current and future operations and businesses of either of them, or their respective Affiliates, that are not related to the Company; or (ii) any transactions or relationships between the foregoing persons and the Company, its subsidiaries or their Affiliated Persons provided such transactions or relationships comply with Article 17.3 and are approved by the Members' Council pursuant to Article 9.7(3)(a); and

- (c) acknowledges such operations, relationships and transactions shall not be deemed to constitute a "conflict of interest" with the Company or its businesses, as that term is used in this Article 15.10 or the Company Policies.

15.11 COOPER's and SAILUN's Duties to Comply with Applicable Compliance Laws.

- (1) Each Member confirms its understanding of the prohibited activities and affirmative obligations under the Applicable Compliance Laws, including the FCPA, and agrees not to take any action that might cause the Company, its subsidiaries, or any other Member to violate the Applicable Compliance Laws.
- (2) Each Member confirms its understanding that it, its Affiliates, and their shareholders, officers, directors, management, employees, sub-distributors, or agents, or any other person or entity acting on their behalf, shall comply with Applicable Compliance Laws whenever they take any action for the benefit or on behalf of the Company and its subsidiaries, or whenever they interact with any Government Officials or Government Entities (a) whose official duties include decisions to direct business to, regulate the activities of, or provide other advantages to the Company or its subsidiaries; or (b) who may otherwise control or direct the actions of, Government Officials who are in a position to direct business to, regulate the activities of, or provide other advantages to the Company or its subsidiaries.
- (3) In no event shall a Member be obligated or liable to another Member or the Company under or in connection with this Contract, or otherwise to act or refrain from acting if the relevant Member has obtained substantial evidence to support a good faith and reasonable belief that such act or omission would cause it to be in violation of the FCPA or other Applicable Compliance Law.
- (4) The provisions in this Article 15.11 shall apply in equal force to any additional and future Members of the Company.

CHAPTER 16 PROJECT IMPLEMENTATION

16.1 Preparatory Work and Approvals. The Members shall:

- (1) prepare and complete the detailed front-end engineering and design work, due diligence and prepare a detailed business plan to be approved by the Members' Council, with an objective of completing such preparatory work by December 31, 2018; and
- (2) cause the Company to apply for and obtain any and all required Authorizations and available Incentives from any applicable State Authority for the design, construction and operation of, and to ensure implementation of, the Project, and for the purposes of obtaining such Authorizations and Incentives, each Member agrees:
 - (a) to provide, free of cost to the Company, information relating to such Member as may be reasonably required for making such applications and obtaining the Authorizations and Incentives; provided, however, that in the event that any such information includes proprietary technical information owned by a Member, such Member may propose that the Company's use of such technical information be subject to the terms of a license agreement to be negotiated between such Member and the Company;
 - (b) if required, to authorize, execute and/or submit such applications, documents and writings as may be necessary for such purpose; and

(c) to furnish to the other Members copies of all information submitted and applications made and the Authorizations and Incentives obtained.

The Members acknowledge and agree that available Incentives shall be for the sole benefit of the Company except where the Company cannot benefit from such Incentives under applicable laws, in which case they shall be for the account of the Members on a *pro rata* basis.

16.2 Design. All assets used by the Company in the conduct of its business shall be designed and operated in accordance with international, national and the Members' standards in the areas of (a) safety, health and environmental; (b) asset maintenance and reliability; and (c) manpower training and management.

16.3 Construction and Operation. The Members shall cause the Company to negotiate and, if approved by the Members' Council, execute the agreements required to construct and operate the Plant, including:

- (1) the EPC Contract with one or more EPC contractor(s), whereby, among others, the EPC contractor(s) will conduct engineering, procurement and construction of the Plant;
- (2) non-recourse or limited recourse financing agreement(s) with financial institution(s), the Members or otherwise, for loan capital to finance the construction of the Plant; and
- (3) a utility and infrastructure supply agreement with a utility and infrastructure supplier(s), in respect of such required or desired utilities and infrastructure not provided pursuant to the Land Sub-Lease Agreement and/or the Shared Facilities and Services Agreement,

and to approve and execute in accordance with Article 3.8(2) and to perform the Ancillary Agreements. The Members acknowledge the importance of the Shared Facilities and Services Agreement to the successful operation of the Business, and accordingly expressly acknowledge that such Shared Facilities and Services Agreement, and the provision of the Shared Facilities and services under it, shall survive and in no way be affected by a change of control of SAILUN or the Company (including if SAILUN ceases to hold an Interest in the Company), or any transfer of interests in the shared facility assets or business or any land use rights associated with such assets or business ("**Shared Facilities Transfer**"), and SAILUN covenants in favour of COOPER and the Company to ensure that the Shared Facilities and services provided under the Shared Facilities and Services Agreement shall continue to be provided to the Company on the same terms and conditions, or without any material modification, upon and following any Shared Facilities Transfer.

CHAPTER 17

PURCHASE OF MATERIALS AND SALE OF PRODUCTS

17.1 Purchase of Materials. In meeting its requirements for materials, equipment, components, transportation vehicles and articles for office use, the Company will at its discretion purchase such items inside or outside Vietnam to the maximum extent consistent with the efficient operation and quality standards of the Company.

17.2 Sale of Products

- (1) The Company shall formulate and, with the approval of the Members' Council, adopt both domestic and international sales plans for the Products. Such plans:
 - (a) must require the Company to execute in accordance with Article 3.8(2), and perform, the TBR Offtake Agreements;

- (b) shall include the Company marketing, distributing and endeavoring to sell such of its Products – according to a pricing policy approved by the Members' Council – that are not purchased by SAILUN or COOPER under the TBR Offtake Agreements;
 - (c) may include the Company appointing distributors and sales agents in different regions inside or outside Vietnam, subject to the general terms and conditions of such appointment; and
 - (d) may require the Company to adjust operations to address any unused capacity.
- (2) For the convenience of distributing, marketing and selling the Products, the Company may establish branch offices inside or outside Vietnam subject to authorization by the Members' Council and the approval by the relevant authorities.

17.3 Related Party Transactions.

- (1) The Members shall procure that all related party transactions with respect to or involving the Company, including for the supply of materials, goods and equipment and for the provision of services (each, a "**Related Party Transaction**"), shall be transparent to the Members and, subject to Article 17.3(2) below, be conducted on an arm's length basis at fair market value and be concluded on the most favorable terms that such Member or its Affiliates provide to unrelated counterparties.
- (2) The Members further agree that the Company may only enter into a Related Party Transaction if the Members' Council approves the terms of such Related Party Transaction in accordance with Article 9.7(3). Any proposed Related Party Transaction which is not on arm's length basis at fair market value or on most favorable terms may only be approved by the Members' Council following full disclosure and if such Related Party Transaction complies with Article 9.10.
- (3) For the avoidance of doubt and notwithstanding the foregoing provisions of this Article 17.3, the Members acknowledge and agree that the Ancillary Agreements (including the TBR Offtake Agreements and the Shared Facilities and Services Agreement) are being entered into at arm's length and have been agreed by the Members.
- (4) Where the Company has entered into a Related Party Transaction, any matter relating to:
 - (a) the making of any election or material decision, the granting of any consent or approval, or the waiver of any right or condition in;
 - (b) any variation in the cost or price, and any significant variation in the quantity, quality, standard, timing or other material provision or performance under;
 - (c) raising, prosecuting, defending, compromising or settling any invoice dispute or other dispute under; or
 - (d) the enforcement or termination of,
 any such Related Party Transaction, or a decision to refrain from doing any of the foregoing, shall be undertaken or made at the direction of the Authorized Representatives appointed by Members who are not, and whose Affiliates and other Related Persons are not, a party to such Related Party Transaction.
- (5) Each Member shall be provided full information regarding Related Party Transactions and the performance of the parties thereunder, including copies of all invoices and proof of payment and to audit performance. In the event of a breach by any party (including the Company) to a Related

Party Transaction, or any event or circumstance exists which would with the expiry of a grace period and/or the giving of notice constitute a breach by any party (including the Company) to a Related Party Transaction, then the supervision and management of and all decisions to be made by the Company under or in respect of that Related Party Transaction, including the matters referred to in Article 17(4), shall be undertaken or made at the direction of the Authorized Representatives appointed by Members who are not, and whose Affiliates and other Related Persons are not, a party to such Related Party Transaction

17.4 Sale of Branded Products

The Members hereby acknowledge that any products that may be produced by the Company and branded with any trademarks or trade name belonging to a Member or its Affiliates will be sold and distributed solely by that Member or its Affiliates unless such Member agrees otherwise.

CHAPTER 18 CONFIDENTIALITY

18.1 Confidentiality.

- (1) Except as otherwise specifically provided in this Article 18.1, no Member nor the Company shall divulge, disclose or communicate, or permit to be divulged, disclosed or communicated, to any unaffiliated third party in any manner, directly or indirectly, any Confidential Information, and each Member and the Company shall ensure that their respective Affiliates, officers, directors, employees (including, without limitation, individuals seconded thereto), agents and contractors (collectively "**Relevant Person**") do not divulge, disclose or communicate, or permit to be divulged, disclosed or communicated, to any unaffiliated third party in any manner, directly or indirectly, any Confidential Information. Confidential Information shall remain the exclusive and sole property of the relevant disclosing party (the "**Protected Party**") and shall be promptly returned upon the request of the Protected Party.
- (2) The Members and the Company shall only disclose or permit to be disclosed Confidential Information to those of their respective Relevant Persons who have a need to know such Confidential Information (and then shall only disclose such portion of the Confidential Information as is necessary) in order to consummate the transactions contemplated herein and to establish or conduct the Company's business and operations in the ordinary course. Each Member and the Company shall advise its Relevant Persons receiving Confidential Information of the confidentiality provisions hereunder and instruct such Relevant Persons to keep the Confidential Information in confidence. In addition, each Member shall be responsible to the Protected Party for any noncompliance by any such Relevant Person.
- (3) In the event that any Member, the Company, or any of their respective Relevant Persons is required by applicable law or is validly ordered by a governmental entity having proper jurisdiction to disclose any Confidential Information, the affected party shall, as soon as possible in the circumstances, provide the Protected Party with prompt prior written notice of the disclosure request or requirement, and, if requested by the Protected Party, shall furnish to the Protected Party an opinion of legal counsel that the release of all such Confidential Information is required by applicable law. The proposed disclosing party shall seek, with the reasonable cooperation of the Protected Party if necessary, a protective order or other appropriate remedy and shall exercise best efforts to obtain assurances that confidential treatment will be accorded to any Confidential Information disclosed.
- (4) The Members and the Company shall take all other necessary, appropriate or desirable steps to preserve the confidentiality of the Confidential Information.

- (5) Notwithstanding anything contained herein, any Member or such Member's Relevant Persons, may disclose the Confidential Information:
- (a) to the extent necessary to satisfy its financial reporting and public disclosure obligations; and
 - (b) to the extent learned as counterparty to a commercial transaction with the Company (except to the extent subject to a separate confidentiality obligation).
- (6) In addition, notwithstanding anything herein, any Member or such Member's Relevant Persons, may disclose general business and financial Confidential Information (but not technical information) relating to the Company with potential counterparties in connection with actual and potential financings and strategic transactions, provided the counterparty signs a confidentiality agreement protecting the Confidential Information on terms similar to the terms hereof
- (7) This Article 18.1 and the obligations and benefits hereunder shall survive for a period of ten (10) years after the termination or expiration of this Contract or the termination, dissolution or liquidation of the Company or any of the Members, provided that, however, any information concerning, directly or indirectly, the proprietary trade secrets of the Company or a Member shall be preserved in confidentiality and be entitled to the obligations and benefits hereunder in perpetuity.

CHAPTER 19

DURATION, TERMINATION AND LIQUIDATION

19.1 Company Term. The term of the Company shall commence on the Establishment Date and shall be perpetual ("**Term**").

19.2 Mutual and Automatic Termination.

- (1) This Contract may be terminated at any time upon the written agreement of all of the Members, in which case the Members shall instruct the Authorized Representatives to vote on the resolution to liquidate the Company as per this Contract and the relevant Laws of Vietnam.
- (2) This Contract will automatically terminate where a transfer or change of Interests by Members results in there being only one Member in the Company, and in such circumstances the Company must promptly organize its operation in the form of a one member limited liability company in accordance with the Laws of Vietnam.

19.3 Termination on reaching ERC Longstop Date.

- (1) Each of SAILUN and COOPER shall have the right, at its sole discretion, to terminate this Contract if the Members have failed to obtain the ERC by the ERC Longstop Date by giving written notice to the other at any time after the ERC Longstop Date, provided that where such failure is caused by the willful misconduct, gross negligence or breach of applicable law or this Contract (including Article 3.1(4)) by a Member then that applicable Member shall not have such termination rights. Such termination right shall cease, if not already exercised, upon the ERC being issued.
- (2) In the event of termination pursuant to Article 19.3(1), an account shall be taken of all documented third party costs incurred by each of SAILUN and COOPER pursuant to Article 6.2(4)(a) prior to such termination (such as payment for plant design, deposit of infrastructure utilization fee, and down-payment for equipment). SAILUN and COOPER shall cooperate in good faith to recover amounts spent to the extent reasonably practicable, including the sale of assets purchased,

return of cash contributed and unused, and seeking a refund of deposits and down-payments or the reallocation of such payments to other contracts benefiting either of them or their respective Affiliates. After accounting for any value received by SAILUN and/or COOPER as a result of such actions, a balancing payment shall be made between SAILUN and COOPER so that the aggregate of all such costs shall be shared by SAILUN as to 65% and COOPER as to 35%. SAILUN and COOPER shall endeavor to reach agreement on, and make, the balancing payment within sixty (60) days from the date of the termination notice, failing which either Member may refer the matter to the Vietnam affiliate or member firm of Ernst & Young Global Limited, or if agreed by the Members another accounting firm registered in Vietnam and being one of the Big Four, to determine, as an expert and not an arbitrator, and the Members agree to implement the decision of such expert except in the case of manifest error or fraud.

19.4 Termination by Either Party.

A Member (the "**Notifying Member**") shall have the right to terminate this Contract by providing a Termination Notice to the other Members if any of the following events (each, an "**Event of Default**") occurs:

- (1) the Notifying Member has provided written notice to another Member (the "**Non-Compliant Member**") that such Non-Compliant Member has, or any of its Authorized Representatives, management or employees have, engaged in any of the following conduct:
 - (a) interfered with or refused to reasonably cooperate with the Notifying Member's or the Company's efforts to determine whether a violation or potential violation of the Applicable Compliance Laws or Company Policies occurred at the Company or its subsidiaries;
 - (b) interfered with or refused to reasonably cooperate in remediating and terminating violations and potential violations of the Applicable Compliance Laws or Company Policies; or
 - (c) knowingly participated in, directed, or assisted in concealing any violations of Applicable Compliance Laws or Company Policies by the Company, its subsidiaries and their Affiliated Persons,

and where such conduct or breach is capable of being remedied, such Non-Compliant Member has failed to remedy such conduct or breach to the Notifying Member's satisfaction (acting reasonably) within sixty (60) days of receiving such written notice;

- (2) a Member (not being the Notifying Member) is in Default under Article 20.1, provided that where such Default is capable of being cured such Default is not cured within sixty (60) days of receiving a Default Notice in respect of such Default from another Member;
- (3) a Member (not being the Notifying Member) becomes bankrupt, or is the subject of proceedings for liquidation or dissolution (which, in the case of involuntary proceedings, is not dismissed within sixty (60) days), or ceases to carry on business or becomes unable to pay its debts as they come due so as to become insolvent, in which case the relevant Member shall immediately notify the other Members in respect of such situation;
- (4) the continuation of conditions or consequences of any event of Force Majeure as provided under Article 22.4;
- (5) the Company becomes bankrupt, or is the subject of proceedings for liquidation or dissolution (which, in the case of involuntary proceedings, is not dismissed within sixty (60) days), or ceases to carry on business or becomes unable to pay its debts as they come due;

- (6) a Member has notified the Company that the Company has failed to fulfill those provisions of Chapter 15 applicable to the Company, and the Company has not remedied such conduct within sixty (60) days of receiving written notice of such failure;
- (7) one or more of the Ancillary Agreements have not been duly executed before the date falling ninety (90) days after the Establishment Date; or
- (8) the IRC or the ERC or any other material Business License is revoked, suspended, or amended (in a manner not agreed to in writing by the Members) or in any other situation such that the Company is precluded or prevented from carrying out its business, and which is not cured within a period of six (6) months,

provided that (A) where such failure, or failure to remedy is caused by the action or informed inaction, or (B) such revocation, suspension or amendment is caused by the willful misconduct, gross negligence or breach of applicable law or this Contract or the Charter, in either case by a Member or by an Authorized Representative or Management Personnel appointed by a Member, then that applicable Member shall not have such termination rights and shall be liable to compensate the other Members in respect of loss arising from such termination and cessation of the Company's business.

19.5 Subsequent Obligations Following Service of Termination Notice.

- (1) Where a Termination Notice has been served by a Member in the circumstances set out in, and in accordance with, Article 19.4 then, within thirty (30) days of the issuance of the Termination Notice, the Members' Council shall, by a majority vote, appoint one of the Big Four accounting firms nominated by COOPER (an "**Appraiser**") to determine the fair market value of the Company as if the Company were a stand-alone business with the benefits of the Shared Services ("**Fair Market Value**"). Such Appraiser shall complete its assessment of the Fair Market Value of the Company and notify the Members thereof in writing within sixty (60) days of their appointment (the date of such notice being the "**FMV Notice Date**").
- (2) Where the Termination Notice was served in the circumstances set out in Article 19.4(1):
 - (a) the Notifying Member shall have the right to immediately cease any payment(s), rebate(s), dividend(s), reimbursement(s) or shipment(s) of products that it or the Company owes to the Non-Compliant Member or the Company, as the case may be; and
 - (b) upon the Appraiser having completed its determination of the Fair Market Value of the Company pursuant to the provisions of Article 19.5(1), the Notifying Member shall have the option, to be exercised by written notice to the other Members within sixty (60) days from the FMV Notice Date, to require the Non-Compliant Member that caused the Event of Default (the "**Defaulting Member**") to purchase the Notifying Member's Interests in the Company at a price equal to:

1.15 x CPI Value

where "CPI Value" is the deemed value of the Notifying Member's Interests, which shall be equal to the greater of (i) the Fair Market Value of the Company multiplied by the Notifying Member's Interest Percentage in the Company at the time of the valuation, and (ii) the value of the total Contributed Capital made by the Notifying Member during the Term. Upon exercise of such option by the Notifying Member:

- (i) The Members agree to take all such steps as may be required to promptly effect the sale of the Notifying Member's Interests in the Company, including obtaining all necessary Authorizations for the transfer of the Interests to the

Defaulting Member and causing their respective Authorized Representatives to approve such transfer, and executing all documents necessary or advisable to effect such transfer. The Members shall then complete the sale of the Notifying Member's Interests to the Defaulting Member within the longer of the period of ninety (90) days after receipt of the Termination Notice or fifteen (15) days after such sale of Interests is duly approved by the competent State Authority.

- (ii) If the required Authorizations are not obtained within one hundred and eighty (180) days after the signing of the interest transfer agreement between the Notifying Member and the Defaulting Member, or such longer period as may be reasonably required to obtain the needed Authorizations, the exercise of the option shall be null and void and the Company shall be liquidated, if so proposed by the Notifying Member, in accordance with the provisions of Article 19.6. Such liquidation shall not prejudice the rights that the Notifying Member may otherwise have against the Defaulting Member.
- (iii) The Defaulting Member shall have the right to designate a third party enterprise to purchase all or part of the Notifying Member's Interests pursuant to this Article 19.5 (2) in place of the Defaulting Member, provided the Members are satisfied selling to such third party enterprise would not cause any of the Members to be in breach of applicable law (including U.S. laws pertaining to economic and trade sanctions)

(3) Where a Termination Notice has been served by a Notifying Member in any circumstances except as set out in Article 19.3 and Article 19.4(1), the following shall apply:

- (a) The Notifying Member shall have the right, at its sole discretion and by providing a written notice of its intention thereof within sixty (60) days from the FMV Notice Date ("**Option Period**"), to purchase the Interests of the Defaulting Member at a price equal to the Fair Market Value multiplied by the Interest Percentage of the Defaulting Member at the time of the valuation. The Members shall then complete the sale of Interests of the Defaulting Member to the Notifying Member within the longer of the period of ninety (90) days after receipt of the notice or fifteen (15) days after such sale of Interests is duly approved by the competent State Authority.
- (b) If the Notifying Member elects not to or fails to exercise its right to purchase the Interests of the Defaulting Member pursuant to Article 19.5.3(a), the Defaulting Member shall have the right to purchase the Notifying Member's Interests at a price equal to the Fair Market Value multiplied by the Interest Percentage of the Notifying Member at the time of the valuation. To exercise its right, the Defaulting Member shall provide a notice to the Notifying Member within the sixty (60) day period starting from the end of the Option Period.

The Members shall then complete the sale of the Notifying Member's Interests to the Defaulting Member within the longer of the period of ninety (90) days after receipt of the notice or fifteen (15) days after such sale of Interests is duly approved by the competent State Authority.

(4) Where the termination results from the action or informed inaction, or by the willful misconduct, gross negligence or breach of applicable law or this Contract or the Charter, in either case by a

Member (the "**Misconducting Member**") or by an Authorized Representative or Management Personnel appointed by the Misconducting Member, the following shall apply:

- (a) the Notifying Member shall have the first right, at its sole discretion and by providing a written notice of its intention thereof within sixty (60) days from the FMV Notice Date ("**Option Period**"), to purchase the Interests of the Misconducting Member at a price equal to the Fair Market Value multiplied by the Misconducting Member's Interest Percentage in the Company at the time of the valuation.
- (b) The Members shall then complete the sale of Interests of the Misconducting Member to the Notifying Member within the longer of the period of ninety (90) days after receipt of the notice or fifteen (15) days after such sale of Interests is duly approved by the competent State Authority.
- (c) If the Notifying Member elects not to or fails to exercise its right to purchase the Interests of the Misconducting Member pursuant to Article 19.5.4, the Misconducting Member shall have the right to purchase the Notifying Member's Interests at a price equal to the Fair Market Value multiplied by the Interest Percentage of the Notifying Member at the time of the valuation. To exercise its right, the Misconducting Member shall provide a notice to the Notifying Member within the sixty (60) day period starting from the end of the Option Period.

The Members shall then complete the sale of the Notifying Member's Interests to the Misconducting Member within the longer of the period of ninety (90) days after receipt of the notice or fifteen (15) days after such sale of Interests is duly approved by the competent State Authority.

- (5) If no Member wishes to exercise its right to purchase the Interests of the other Members, the Members shall use all reasonable efforts to sell the Company as a going concern to one or more third parties, either as a single transaction or a series of transactions. For the purposes of this Article 19.5(5), third parties include Affiliates. The Members shall cooperate and cause the Authorized Representatives appointed by them to cooperate in any required restructuring of the Company prior to such sale if necessary or desirable to facilitate the same or optimize the salability of the Company and the business conducted by it and the sales proceeds for the Members. The price and terms of such sale shall be agreed between the third party buyer(s) concerned and the Members.
- (6) Where a Termination Notice has been served due to the occurrence of an Event of Default under Article 19.4(1), the non-breaching Members shall have the option, but not the obligation, to purchase the breaching Member's Interests in the Company in accordance with the procedures in Article 19.5(3)(a) (and for the avoidance of doubt the procedures in Article 19.5(3)(b) will not apply), whereby the non-breaching Members shall have the rights and obligations of SAILUN therein, and the breaching Member shall have the rights and obligations of COOPER therein.
- (7) In the event that COOPER or SAILUN, together with any of their respective Affiliates, ceases to have any interest in the Charter Capital of the Company, each Member shall, and shall cause the Company to, take all steps necessary to ensure that the name of the Company is immediately changed so that it no longer contains any reference, as the case may be, to "Cooper" or "Sailun" in English or the local Vietnamese language equivalent of such name.
- (8) Termination of this Contract shall not affect the rights and obligations of the Members and the Company incurred prior to the termination or caused by such termination. If termination of this Contract is caused by a Member's breach of any of its obligations under this Contract, then such Member shall compensate the other Members and the Company for all their losses resulting from such breach.

19.6 Liquidation.

- (1) Liquidation of the Company shall begin from the earliest of the date of liquidation approval by the relevant State Authority, the date on which this Contract is terminated under the terms hereof (provided a buy-sell is not effected) or by a court or arbitration order.
- (2) The Members' Council shall within fifteen (15) days from the beginning of the liquidation as provided in Article 19.6(1), appoint a liquidation committee that shall be entitled to represent the Company in all legal matters during the period of liquidation. The liquidation committee shall value and liquidate the Company's assets in accordance with applicable Laws of Vietnam and the principles set out herein.
- (3) The liquidation committee shall be made up of three (3) members appointed by Super Majority Resolution of the Members' Council. The committee can retain an advisor with respect to such liquidation matters.
- (4) The liquidation committee shall conduct a thorough examination of the Company's assets and liabilities, on the basis of which it shall, in accordance with the relevant provisions of this Contract, develop a liquidation plan which, if approved by the Member' Council, shall be executed under the liquidation committee's supervision. Settlement of any claim, debt or assets under liquidation shall be approved unanimously by members of the liquidation committee.
- (5) The liquidation expenses, including remuneration to members of and advisors to the liquidation committee, shall be paid in accordance with the Laws of Vietnam out of the Company's assets in priority to the claims of other creditors.
- (6) After the liquidation committee has settled all legitimate debts of the Company, including, if applicable, the expenses of the liquidation committee in accordance with Article 19.6(5), any remaining assets shall be distributed to the Members in proportion to their Interest Percentages. With respect to fixed assets distributed to the Members, in the event that a Member intends to sell such fixed assets to a third party, the other Members shall have the preemptive right during the liquidation period to purchase such fixed assets on the same terms and conditions and at the same price as offered to any third party.
- (7) On completion of liquidation, the liquidation committee shall prepare a liquidation report and liquidation accounting statement which shall be submitted to the Members' Council for its approval, appoint a certified public accounting firm to examine the report and statement and issue a verification report.
- (8) After completion of the liquidation of the Company, unless the tax authority requires otherwise, the original accounting books and other documents of the Company shall be left in the care of SAILUN to reproduce and retain the original copies of all or any of such books and documents, and shall provide COOPER with the copies of such books and documents upon request.

For the purpose of this Article 19, "**Termination Notice**" shall refer to a written notice sent by one Member to the other Members for terminating this Contract for cause.

CHAPTER 20

DEFAULT

- 20.1 If any Member fails to perform any of its material obligations under this Contract (other than solely as a result of an event of Force Majeure) or if any of its representations or warranties under this Contract was materially untrue or inaccurate as of the date made or deemed to be made (a "**Default**"), such Member shall be deemed to have breached this Contract. In such event, the performing Member

("Performing Member") may notify the Member in Default in writing (a "Default Notice") that this Contract has been breached, the nature of the breach, and that the breach, if capable of being remedied, shall be remedied within sixty (60) days of the date of such Default Notice. If the breach is not capable of being remedied or, if so capable, has not been remedied by the end of such sixty (60) day period, any Performing Member shall have the right at any time to refer the matter to dispute resolution under this Contract or to exercise its other rights hereunder (including under Article 19.4), under other agreements and at law.

CHAPTER 21 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 21.1 Subject to Article 21.2, each Member agrees, unless otherwise provided by the Laws of Vietnam, to indemnify the other Members and their successors, officers, Directors, employees, agents and shareholders (collectively, "**Indemnified Non-Defaulting Persons**"), and hold them harmless against any loss, liability, damage, expense, cost and reasonable legal expenses associated therewith, which any of the Indemnified Non-Defaulting Persons may suffer, sustain or become subject to, as a result of (i) any breach of this Contract, including but not limited to any misrepresentation or non-fulfillment of any covenant, undertaking or agreement, by the Member or its Affiliates, and (ii) any negligent act or omission or willful misconduct by the Member or its Affiliates in the performance of this Contract. For the avoidance of doubt, a Member shall be bound by, and responsible for, the acts and omissions of its Authorized Representative.
- 21.2 Notwithstanding any other provisions of this Contract, but without prejudice to the provisions of any other agreement entered into in connection with the Project (including the Ancillary Agreements), in no event shall any Member or any of their Affiliates be liable, whether in contract, tort, warranty, negligence, strict liability, or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental, or consequential losses or damages arising out of or in connection with (i) this Contract or any failure of performance related hereto howsoever caused, whether arising from the Member's or its Affiliate's sole, joint or concurrent negligence, or (ii) its status as a Member or its Affiliate.

CHAPTER 22 FORCE MAJEURE

- 22.1 Scope of Force Majeure. A "**Force Majeure Event**" shall mean any event, circumstance or condition that (i) directly or indirectly prevents the fulfillment of any material obligation set forth in this Contract, (ii) is beyond the reasonable control of the respective Member, and (iii) could not, by the exercise of reasonable care, have been avoided or overcome in whole or in part by such Member. Subject to the aforementioned items (i), (ii) and (iii), Force Majeure Event includes, but is not limited to, natural disasters such as acts of God, earthquake, windstorm and flood; terrifying events such as war, terrorism, civil commotion, riot, blockade or embargo, fire, or explosion; off-stream or strike or other labor disputes; epidemic and pestilence; material accident; or by reason of any law, order, proclamation, regulation, ordinance, demand, expropriation, requisition or requirement or any other act of any governmental authority, including military action, court orders, judgments or decrees.
- 22.2 Notice. Should any Member be prevented from performing the terms and conditions of this Contract due to the occurrence of a Force Majeure Event, the prevented Member shall send notice to the other Members within fourteen (14) days from the occurrence of the Force Majeure Event stating the details of such Force Majeure Event, provided that failure to provide timely notice shall only limit the rights of the Member giving such notice to the extent that another Member is prejudiced by the delay.

- 22.3 Performance. Any delay or failure in performance of this Contract, except for making payments when due under this Contract, caused by a Force Majeure Event shall not constitute a default by the prevented Member or give rise to any claim for damages, losses or penalties. Under such circumstances, the Members are still under an obligation to take reasonable best measures to perform this Contract, so far as is practical. The prevented Member shall send notice to the other Members as soon as possible of the elimination of the Force Majeure Event, and confirm receipt of such notice.
- 22.4 Consultations. Should the Force Majeure Event continue to delay implementation of this Contract for a period of more than one (1) month, the Members will discuss and work together to find a reasonable and equitable solution or alternative so as to resolve the Force Majeure Event or effectuate, insofar as permissible under the applicable laws, the Members' intentions under this Contract.
- 22.5 Termination. In the event the Members are unable to find a reasonable or equitable solution or alternative pursuant to Article 22.4, and such Force Majeure Event continues to delay implementation of this Contract for a period of more than six (6) months, any Member may terminate this Contract by giving notice to the other Members in accordance with Article 19.4(c).

CHAPTER 23

DISPUTE RESOLUTION

- 23.1 Disputes. Any dispute, controversy, difference or claim between the Members arising out of or relating to this Contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it ("**Disputes**") shall be settled by the Members amicably through good faith discussions upon the written request of any Member.
- 23.2 Arbitration. In the event that any such Dispute cannot be resolved thereby within a period of thirty (30) days after such notice has been given, such Dispute shall be finally resolved by arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre ("**HKIAC**"), using the English language, and in accordance with the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted for a sole arbitrator (the "**Sole Arbitrator**"). In case the Members cannot reach an agreement on the nomination of the Sole Arbitrator within seven (7) days from when the notice of arbitration is submitted, the HKIAC shall appoint such Sole Arbitrator for the Members. The sole Arbitrator shall, in instances, be independent and not be a national of Vietnam, the PRC (including Hong Kong) or the United States. The award of the Sole Arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction. The prevailing Member(s) in the arbitration shall be entitled to receive reimbursement of their reasonable expenses (including attorneys' fees and translation fees) incurred in connection therewith. The arbitration award shall be enforceable under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards; and the losing Member(s) shall bear all the arbitration fees and costs paid to HKIAC and the arbitrators, and shall compensate the other Member(s)' costs related to the arbitration including lawyers' fees, unless the tribunal awards differently. The Members shall agree to consolidation of arbitrations where common question of law or fact arises in both or all arbitrations concerning the Members.

CHAPTER 24

GOVERNING LAW & CHANGE OF LAW

- 24.1 Applicable Law. The formation of this Contract, its validity, interpretation, execution and any performance of this Contract, and the settlement of any Disputes hereunder, shall be governed by published and publicly available Laws of Vietnam, the applicable provisions of any international treaties and conventions to which Vietnam is a party, and, if there are no published or publicly available Laws of Vietnam or treaties or conventions governing a particular matter, by general international commercial practices.

24.2 Change of Law. If any Member's economic benefits as a Member in the Company is adversely and materially affected by the promulgation of any new Laws of Vietnam or the amendment or interpretation of any existing Laws of Vietnam after the Effective Date, the Members shall promptly consult with each other and use their reasonable best efforts to implement any adjustments necessary to maintain each Member's economic benefits derived from this Contract on a basis no less favorable than the economic benefits it would have derived if such laws, rules or regulations had not been promulgated or amended or so interpreted.

CHAPTER 25 MISCELLANEOUS PROVISIONS

- 25.1 Language. This Contract is written and executed in four English originals. All such original counterparts are valid and together will be taken to constitute one instrument.
- 25.2 Waiver and Preservation of Remedies. No delay on the part of any Member in exercising any right, power or privilege under this Contract shall operate as a waiver thereof, nor shall any waiver on the part of any Member of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or other exercise thereof hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any Member may otherwise have.
- 25.3 Notices. All notices or other communications under this Contract shall be in writing and shall be delivered or sent to the correspondence addresses or facsimile numbers of the Members set forth below or to such other addresses or facsimile numbers as may be hereafter designated in writing on seven (7) days' notice by the relevant Member. All such notices and communications shall be effective: (i) when delivered personally; (ii) when sent by telex, telefacsimile or other electronic means with sending machine confirmation; (iii) ten (10) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) four (4) days after deposit with a globally recognized commercial overnight courier, with evidence of delivery provided by the courier.

| | | |
|--------|------------|--|
| SAILUN | Address: | lo 37-1....42-6-1 PHUOC DONG INDUSTRIAL PARK,PHUOC DONG WARD,GO NINH PROVINCE VIET NAM |
| | Fax: | 0784349899 |
| | Attention: | HUANG LIU |
| COOPER | Address: | 701 Lima Avenue Findlay, OH 45840 United States of America |
| | Fax: | +1-419-424-7320 |
| | Attention: | General Counsel |

- 25.4 Severability. If any provision of this Contract should be or become fully or partially invalid, illegal or unenforceable in any respect for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.
- 25.5 Entire Agreement. This Contract (together with its Schedules and Appendices which are hereby incorporated by reference as an inseparable and integral part of this Contract) and the Charter constitute the entire agreement between the Members with reference to the subject matter hereof, and supersede any agreements, contracts, representations and understandings, oral or written, made prior to the signing of this Contract with respect to the subject matter hereof.

- 25.6 Modification and Amendment. No amendment of or modification to this Contract, whether by way of addition, deletion or other change of any of its terms, shall be valid or effective unless agreed to in writing and duly executed by all Members.
- 25.7 Successors. This Contract shall inure to the benefit of and be binding upon each of the Members and their successors and permissible assignees.
- 25.8 Costs and Expenses. Except as otherwise provided herein, each Member shall be responsible for its own costs and expenses it incurred in connection with the negotiation, preparation and execution of this Contract, the Charter, the Land Sub-Lease Framework Agreement and any of the Ancillary Agreements.

[The remainder of this page is intentionally blank. Schedule 1 follows.]

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

PART A: DEFINITIONS

"**Affiliate**" means, with respect to any person, any other person that Controls, is Controlled by or under common Control with such specified person.

"**Affiliated Persons**" means the Company's or its subsidiaries' officers, directors, management, employees, sub-distributors, or agents, or any other person or entity acting on their behalf.

"**Affiliated Transfer**" has the meaning ascribed to it in Article 6.11.

"**Agreed Form**" means, in relation to an Ancillary Agreement or other document, the form of that document which has been negotiated and agreed between SAILUN and COOPER and initialed by or on behalf of each of them on or prior to the execution of this Contract as evidence of that agreement.

"**Ancillary Agreements**" means collectively, the following agreements which are in Agreed Form and are to be executed in connection with this Contract:

- (1) the TBR Offtake Agreements;
- (2) the Land Sub-Lease Agreement; and
- (3) the Shared Facilities Agreement

(and each an "**Ancillary Agreement**").

"**Annual Budget**" has the meaning ascribed to it in Article 12.1.

"**Applicable Compliance Laws**" means (a) the U.S. Foreign Corrupt Practices Act ("**FCPA**"), without regard to its jurisdictional limitations; (b) the Laws of Vietnam including but not limited to the Penal Code and the Anti-Corruption Law; (c) U.S. and Vietnam export control laws to the extent applicable; and (d) all other laws, regulations, rules, orders, decrees, or other directives carrying the force of law applicable to any activities engaged in by the Company, its subsidiaries or any of their respective Affiliated Persons in connection with this Contract or any other business matters involving the Company and its subsidiaries.

"**Appraiser**" has the meaning ascribed to it in Article 19.5(1).

"**Auditor**" means an accounting firm registered in Vietnam and being one of the Big Four, engaged at the Company's own expense upon resolution of the Members' Council, which shall be the auditor of the Company and which firm shall be independent of the Members and independent of the Company.

"**Authorization**" includes any consent, authorization, registration, filing, lodgment, permit, franchise, agreement, notarization, certificate, permission, license, approval, direction, declaration, authority or exemption from, by or with any State Authority.

"**Authorized Representative**" means, in respect of a Member, a representative duly authorized by that Member to participate in the Members' Council in accordance with this Agreement, the Charter and Laws of Vietnam.

"**Big Four**" means any of the following international accounting firms, their respective affiliate or member firms in Vietnam, and their respective successors: (i) Deloitte Touche Tohmatsu Limited, (ii) Ernst & Young Global Limited, (iii) KPMG International Cooperative, and (iv) PricewaterhouseCoopers International Limited.

"**Business**" has the meaning ascribed to it in Article 5.1.

"**Business Day**" means a weekday on which banks are open in Ho Chi Minh City (Vietnam), Beijing (PRC) and New York (USA).

"**Business Plan**" has the meaning ascribed to it in Article 12.1.

"**Chairman**" means the chairman of the Members' Council, nominated under Article 9.6 and appointed under the Charter, from time to time, with the powers and responsibilities as set out in this Contract, the Charter and pursuant to the Laws of Vietnam.

"**Charter**" means the charter of the Company signed by the Members on or about the date of this Contract and as may be amended from time to time.

"**Charter Capital**" means the total value of assets contributed or undertaken to be contributed as equity by the Members when establishing the Company, in the amount specified in Article 6.2, as may be adjusted from time to time in accordance with this Contract and the Charter.

"**Chief Accountant**" means the chief accountant of the Company, nominated under Article 10.6(1) and appointed under the Charter, from time to time, with the powers and responsibilities as set out in the Charter and pursuant to the Laws of Vietnam.

"**Chief Technology Officer**" means the chief technology officer of the Company, nominated under Article 10.6(2) and appointed under the Charter, from time to time, with the powers and responsibilities as set out in the Charter.

"**Company**" means the limited liability company with two or more members to be established under this Contract.

"**Company Inventions**" has the meaning ascribed to it in Article 8.5(3).

"**Company Policies**" has the meaning ascribed to it in Article 15.5.

"**Confidential Information**" means all technical, financial, business, commercial, operational and strategic information and data, know-how, trade secrets and any analysis, amalgamation, market studies or compilation, whether written or unwritten and in any format or media, concerning, directly or indirectly, the business of the Company or a Member, which has been prior to the Establishment Date, or which may be during the Term, delivered or furnished by a Member, the Company, or any of their respective Relevant Persons, to another Member, the Company, or any of their respective Relevant Persons, but shall not include any information that: (a) at the time of disclosure is (or thereafter becomes) generally available to the public through no act of any person in violation of a confidentiality obligation or applicable law; or (b) the receiving Member has obtained lawfully from an independent source not subject to a confidentiality obligation; or (c) the receiving Member can prove was known to it or to its Relevant Persons prior to the receipt of such information from the disclosing party; or (d) is independently developed by the receiving Member without reference to such information.

"**Contract**" means this Joint Venture Contract including any amendment and modification that may be made from time to time in accordance with the provisions contained herein.

"**Contributed Capital**" means the aggregate at any particular time of contributions actually made to the Charter Capital by a Member for the establishment of the Company and any additional subsequent contributions.

"**Control**" means, when used with respect to any specified person, the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of shares, registered capital or

voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing. Without limiting the foregoing, an officer, director or owner of ten per cent. (10%) or more of an entity shall be considered to control such entity.

"**Controller**" means the financial controller, reporting to the Chief Accountant, nominated under Article 10.6(2) and appointed under the Charter, from time to time, with the powers and responsibilities as set out in the Charter.

"**Cooper TBR Offtake Agreement**" means an agreement to be entered into between the Company and COOPER or an Affiliate of COOPER providing for, among other things, the obligation of the Company to sell and for COOPER or its Affiliate to purchase certain volumes of TBR tires each year for the duration of the term of this Contract in accordance with, and unless terminated earlier pursuant to, its terms.

"**Deadlock**" has the meaning ascribed to it in Article 9.8(1).

"**Deadlock Notice**" has the meaning ascribed to it in Article 9.8(2).

"**Default**" has the meaning ascribed to it in Article 20.1.

"**Defaulting Member**" has the meaning ascribed to it in Article 19.5(2).

"**Default Notice**" has the meaning ascribed to it in Article 20.1.

"**Dispute**" has the meaning ascribed to it in Article 23.1.

"**Effective Date**" has the meaning ascribed to it in Article 4.1.

"**ERC**" means the enterprise registration certificate of the Company to be issued by the relevant State Authority, after the IRC is issued, establishing the Company and permitting the Company to engage in the Business.

"**ERC Longstop Date**" has the meaning ascribed to it in Article 3.1(3).

"**Establishment Date**" means the date on which the Company's first ERC is issued by the relevant State Authority.

"**Event of Default**" has the meaning ascribed to it in Article 19.4.

"**Fair Market Value**" has the meaning ascribed to it in Article 19.5(1).

"**FMV Notice Date**" has the meaning ascribed to it in Article 19.5(1).

"**Force Majeure Event**" has the meaning ascribed to it in Article 22.1.

"**Free Cash Flow**" means the after-tax income increased by: (i) depreciation and amortization expenses, and (ii) any other non-cash expenses included in the after-tax income.

"**GAAP**" means generally accepted accounting principles.

"**General Director**" means the general director of the Company, nominated under Article 10.1(2) and appointed under the Charter, from time to time, with the powers and responsibilities as set out in this Contract, the Charter and pursuant to the Laws of Vietnam.

"**Government Entity**" means a government or any department, agency, or instrumentality thereof (including any commercial entity, company, or other entity controlled by a government, or in which a government holds a majority share of the equity), a political party, or a public international organization.

"**Government Official**" means any officeholder, director, officer, employee, or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity, or any candidate for political office.

"**Head of Quality**" means the head of quality of the Company, nominated under Article 10.6(2) and appointed under the Charter, from time to time, with the powers and responsibilities as set out the Charter.

"**HKIAC**" has the meaning ascribed to it in Article 23.2.

"**Incentives**" means all tax abatements, subsidies, incentives, quotas, and other preferential economic treatments that may be provided by a State Authority for the benefit of the Company.

"**Indemnified Non-Defaulting Persons**" has the meaning ascribed to it in Article 19.1.

"**Intellectual Property**" means any and all patents, inventions, copyrights, registered and unregistered designs, rights in designs, trade marks, service marks, rights in trade or business names or internet domain names, database rights, moral rights, rights in confidential information, trade secrets (whether registered or unregistered, and including applications for any such rights), licences relating to any of the above and any industrial, commercial or intellectual property rights having the same or similar effect anywhere in the world.

"**Interest**" means, in relation to a Member, the proportional rights and interests of that Member in the Company derived from that Member's Contributed Capital, which, subject to adjustment under the Charter, is equal to its Interest Percentage.

"**Interest Percentage**" means the proportion that the Contributed Capital of a Member bears to the aggregate of all Contributed Capital of all Members of the Company, expressed as a percentage.

"**Investment Capital**" has the meaning ascribed to it in Article 6.1.

"**IRC**" means the investment registration certificate to be issued by the relevant State Authority to the Members to register the Project.

"**Land Sub-Lease Agreement**" means a land sub-lease agreement to be entered into between the Lessor and the Company to supersede and replace the Land Sub-Lease Framework Agreement, pursuant to which, among other things, the Company shall lease and obtain the Land Use Rights in respect of the Site land from the Lessor for the purposes of the Project.

"**Land Sub-Lease Framework Agreement**" means an agreement entered into among the Lessor, SAILUN and COOPER on or about the date of this Agreement setting out, among other things, the terms on which SAILUN will return the Site land to Lessor and the Company shall, following the Establishment Date, sub-lease and obtain the Land Use Rights in respect of the Site land from the Lessor for the purposes of the Project.

"**Land Use Rights**" means the land use right certificate issued in the name of the Company permitting (among other things) the Company to use the Site land for the duration of the Term for the Project, including to construct and operate the Plant.

"**Law on Enterprises**" means the Law on Enterprises No. 68/2014/QH13 passed by the National Assembly of the Socialist Republic of Vietnam on 26 November 2014 as amended or replaced from time to time.

"**Law on Investment**" means the Law on Investment No. 67/2014/QH13 passed by the National Assembly of the Socialist Republic of Vietnam on 26 November 2014 as amended or replaced from time to time.

"**Laws of Vietnam**" means all applicable laws, decrees, decisions, circulars, regulations and other documents having the effect of law issued by any State Authority.

"**Lessor**" means SVI or its successor and permissible assignees under the Land Sub-Lease Agreement.

"**Licensing Authority**" means the Tay Ninh Department of Planning and Investment, Tay Ninh People's Committee and/or a competent State Authority, which is responsible for the approval and issuance of the IRC and/or ERC within its authority under the Laws of Vietnam.

"**Management Personnel**" has the meaning ascribed to it in Article 10.1.

"**Member**" means each of SAILUN, COOPER, any other person that contributes to or subscribes for an increase in the Charter Capital, and any of their respective successors and permitted assigns who accede to this Contract in accordance with the terms of a document of ratification and accession as set forth under Article 6.10.

"**Members' Council**" means the members' council of the Company, as specified in Article 9.1.

"**Members' Register**" has the meaning given in the Charter.

"**Misconducting Member**" has the meaning given to it in Article 19.5(4).

"**Non-Breaching Member**" has the meaning ascribed to it in Article 16.2(5).

"**Non-Compliant Member**" has the meaning ascribed to it in Article 19.4(1).

"**Non-Disclosure and Non-Compete Contract**" means the contract between the Company and each of its key employees (including, without limitation, the General Director, all other Management Personnel, and all technical personnel), whereby such key employees undertake to keep confidential the confidential information of the Company and to refrain from engaging in any business or activities that directly or indirectly compete with any business of the Company (provided that any such employees who are employed or affiliated with a Member or its Affiliate shall not be restricted in providing services to such Member or Affiliate).

"**Non-Transferring Member**" has the meaning ascribed to it in Article 6.7.

"**Notice Period**" has the meaning ascribed to it in Article 6.8(1).

"**Notifying Member**" has the meaning ascribed to it in Article 19(4).

"**Option Period**" has the meaning ascribed to it in Article 19.5(3) or Article 19.5(3), as the case may be.

"**Performing Member**" has the meaning ascribed to it in Article 18.1.

"**Plant**" has the meaning given in Article 2.1.

"**PRC**" or "**China**" means the People's Republic of China.

"**Products**" means TBR tires.

"**Project**" has the meaning ascribed to it in Article 2.1.

"**Protected Party**" has the meaning ascribed to such term in Article 16.1(1) hereof.

"**Purchase Notice**" has the meaning ascribed to it in Article 6.8(1).

"**Purchaser**" has the meaning ascribed to it in Article 6.7(1).

"**Related Party Transaction**" has the meaning ascribed to it in Article 17.3(1).

"**Related Person**" has the meaning ascribed to it in the Law on Enterprises.

"**Relevant Person**" has the meaning ascribed to it in Article 18.1.

"Sailun Adjacent Land" means the plot of land located adjacent to the Site at the Phuoc Dong Industrial Park, Go Dau Dist., Tay Ninh, Vietnam and which, at the date of this Contract, is leased by SVI to SAILUN together with the Site under land lease agreement No. 02/SVI-HD.2012 dated 26 March 2012, as shown in Schedule 2.

"Sailun Services Agreement" means an agreement to be entered into between the Company and SAILUN or an Affiliate of SAILUN pursuant to which the Company will engage SAILUN or such Affiliate to provide consulting and advisory services relating to the Project and Business.

"Sailun TBR Offtake Agreement" means an agreement to be entered into between the Company and SAILUN or an Affiliate of SAILUN providing for, among other things, the obligation of the Company to sell and for SAILUN or its Affiliate to purchase certain volumes of TBR tires each year for the duration of the term of this Contract in accordance with, and unless terminated earlier pursuant to, its terms.

"Senior Management of the Members" has the meaning ascribed to it in Article 9.8(2).

"Shared Facilities" means the facilities located on the Sailun Adjacent Land that the Company requires access to and use of for the successful operation of the Business, as provided for in the Shared Facilities Agreement.

"Shared Facilities and Services Agreement" means an agreement to be entered into between the Company and SAILUN pursuant to which SAILUN shall provide the Company access to and use of certain facilities at, grant servitudes over certain land and property on, and provide certain services to the Company at or from, the Sailun Adjacent Land.

"Shared Facilities Transfer" has the meaning ascribed to such term in Article 16.3.

"Site" means the location of the Plant at the Phuoc Dong Industrial Park, Go Dau Dist., Tay Ninh, Vietnam, as shown in Schedule 2.

"Sole Arbitrator" has the meaning ascribed to such term in Article 23.2.

"Specified Articles" means those Articles in this Contract that take effect immediately upon execution of this Contract, being each of Articles 1.1, 3.1, 4.1, 6.1, 6.2, 7, 8.1(1) to 8.1 (3), 8.2(1), 8.2(2), 16.1, 16.2, 18.1, 19.2 to 19.5, 21, 22, 23, 24 and 25.

"State Authority" means any governmental, semi-governmental, political or similar body or any person connected with any of them, including the National Assembly of Vietnam, the Standing Committee of the National Assembly of Vietnam, the President of the State of Vietnam, the Government of Vietnam, the Prime Minister, the Government Office, any Ministries, any people's committee or any of their agencies, department or bodies, and any and all other committees, ministers, councils, agencies, bodies or officers whose consent, approval, registration, commitment, involvement or consultation is required or desirable in the opinion of the Company for any thing or matter referred to in or contemplated by this Contract.

"Super Majority Resolution" means a resolution of the Members' Council approved or supported by the Authorized Representatives appointed by Members holding an aggregate Interest Percentage of not less than eighty per cent. (80%).

"SVI" means Saigon VRG Investment Corporation.

"Tag-Along Interest" has the meaning ascribed to it in Article 6.9(1).

"Tag-Along Member" has the meaning ascribed to it in Article 6.9(1).

"Tag-Along Notice" has the meaning ascribed to it in Article 6.9(1).

"Tag-Along Period" has the meaning ascribed to it in Article 6.9(1).

"**TBR**" means truck and bus radial tires.

"**TBR Offtake Agreements**" means each of the Cooper TBR Offtake Agreement and the Sailun TBR Offtake Agreement.

"**Term**" has the meaning ascribed to it in Article 19.1.

"**Termination Notice**" has the meaning ascribed to such term in Article 17.

"**Transferred Interest**" has the meaning ascribed to it in Article 6.7(2).

"**Transferring Member**" has the meaning ascribed to it in Article 6.7.

"**Transferring Notice**" has the meaning ascribed to it in Article 6.7.

"**USD**" or "**United States Dollar**" means the lawful currency of the United States of America.

"**Vietnam**" means the Socialist Republic of Vietnam.

"**VND**" or "**Vietnamese Dong**" means the lawful currency of Vietnam.

PART B: INTERPRETATION

- (a) Headings are for convenience only and do not affect interpretation.
- (b) A gender includes all genders.
- (c) The singular includes the plural, and the converse also applies.
- (d) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (e) A reference to an Article or Schedule is a reference to an article of or a schedule to this Contract except where otherwise noted.
- (f) A reference to an agreement or document is to the agreement or document as amended or replaced, except to the extent prohibited by this Contract or that other agreement or document and includes schedules, exhibits and annexures to that agreement or document.
- (g) A reference to a party to this Contract or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and where applicable, the party's legal personal representatives).
- (h) A reference to a law or to a provision of a law includes all regulations or legal instruments issued under it, and includes any modification or re-enactment of any of the foregoing or a provision substituted for any of the foregoing.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included and they are deemed to have the words "without limitation" following them.
- (k) A reference to a *person* includes a natural person, a corporation, trust, partnership, unincorporated body, governmental institution, or other entity, whether or not it comprises a separate legal entity.
- (l) A reference to writing or written includes any method of reproducing words, figures, drawings or symbols in a visible and tangible form, including in electronic form.
- (m) A reference to any professional body includes the successors of that body.
- (n) All references to time are to Vietnam time and references to a day are to a period of 24 hours running from midnight on the previous day.

SCHEDULE 2
THE SITE

The area of 164,252.592 m² at the lots 37-7, 37-8, 37-15, 37-16, 42-1-1, 42-2-1, 42-3-1, 42-3-1, 42-4-1, 42-5-1, 42-6-1, D11, N14 roads in Phuoc Dong Industrial Park, Phuoc Dong Commune, Go Dau District, Tay Ninh Province

IN WITNESS WHEREOF, each of the Members has executed this Contract or has caused this Contract to be executed by its duly authorized officer or officers as of the date first above written.

SAILUN VIETNAM CO., LTD.

By /s/刘燕华

Name: 刘燕华

Position: Chairman

COOPER TIRE & RUBBER COMPANY VIETNAM HOLDING, LLC

By /s/ Jack Jay McCracken

Name: Jack Jay McCracken

Position: Secretary

[\(Back To Top\)](#)

Section 3: EX-21 (EXHIBIT 21)

Exhibit (21)

**COOPER TIRE & RUBBER COMPANY
SUBSIDIARIES & AFFILIATES
As Of December 31, 2018**

Cooper Tire & Rubber Company (Parent) (Delaware)
Cooper International Holding Corporation (Delaware)
Cooper International Rubber, Limited (Jamaica) (Inactive)
Cooper Tire & Rubber Company de Mexico S.A. de CV (Mexico) (98.62% - see below for additional 1.38% for a total of 100%)
Cooper Tire & Rubber Company Brazil Ltda. (Brazil) (90.00% - see below for additional 10.00% for a total of 100%)
Corporación de Occidente SA de CV (Mexico) (16.86% - see below for additional 41.57% for a total of 58.43%)
Inversionistas del Bajío SA de CV (Mexico)
Corporación de Occidente SA de CV (Mexico) (41.57% - see above for additional 16.86% for a total of 58.43%)
Cooper Latin America Services, SRL de CV (Mexico)
Cooper de Mexico Servicios Administrativos, SRL de CV (Mexico)
Cooper Tire & Rubber Company Columbia S.A.S. (Columbia)
Cooper Receivables LLC (Delaware)
Cooper Tire Holding Company (Ohio)
Cooper Tire & Rubber Company de Mexico S.A. de CV (Mexico) (1.38% - see above for additional 98.62% for a total of 100%)
Qingdao Ge Rui Da Rubber Co., Ltd. (PRC) (5%-see below for additional 60% for a total of 65%)
Cooper Tire & Rubber Company Brazil Ltda. (Brazil) (10.00% - see above for additional 10.00% for a total of 100%)
Cooper Tire International Trading Company (Cayman Islands)
Registered Branch Office (Singapore)
Cooper Tire & Rubber International Trading Limited (Cayman Islands)
Cooper Tire & Rubber Company (Barbados) Ltd. (Barbados)
Cooper Global Holding Co., Ltd. (Barbados) (25% - see below for additional 75% for a total of 100%)
Cooper (Kunshan) Tire Co., Ltd. (PRC)
Cooper Tire (China) Investment Co., Ltd. (PRC)
Cooper Tire Asia-Pacific (Shanghai) Trading Co., Ltd. (PRC)
Qingdao Ge Rui Da Rubber Co., Ltd. (PRC) (60%-see above for additional 5% for a total of 65%)
Cooper Global Holding Co. (Barbados) (75% - see above for additional 25% for a total of 100%)
Cooper Tire & Rubber Foundation (Ohio)
Cooper Tyre & Rubber Company UK Limited (England)
Cooper Tire & Rubber Company Deutschland GmbH (Germany)
Cooper Tire & Rubber Company Slovakia s.r.o. (Slovakia)
Cooper Tire & Rubber Company Espana S.L. (Spain)
Cooper Tire & Rubber Company Europe Limited (England)
Cooper Tire & Rubber Company International Development Limited (England)
Cooper Tire & Rubber Company France Sarl (France)
Cooper Tire & Rubber Company Italia S.r.l. (Italy)
Cooper Tire & Rubber Company Suisse SA (Switzerland)
CTB (Barbados) Investment SRL (Barbados)
Cooper Tire & Rubber Holding B.V. (The Netherlands)
Cooper Tire & Rubber Company Serbia d.o.o. (Republic of Serbia)
Cooper Tire & Rubber Holding Netherlands 1 B.V. (The Netherlands)
Cooper Tire & Rubber Holding Netherlands 2 B.V. (The Netherlands)

CTBX Company (Ohio)
Registered Branch Office (Chile)
CTTG Inc. (Ohio)
Master Assurance & Indemnity Ltd. (Bermuda)
Cooper Tire & Rubber Company Canada Ltd. (Canada)
Max-Trac Tire Co., Inc. (Ohio)
Mickey Thompson Performance Racing Inc. (Ohio)
MHPP Inc. (Ohio) (Inactive)
Cooper Tire Foundation, Inc. (Ohio)
Ridge Property NC, LLC
Cooper Tire & Rubber Company Vietnam Holding, LLC

[\(Back To Top\)](#)

Section 4: EX-23 (EXHIBIT 23)

Exhibit (23)

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements of Cooper Tire & Rubber Company:

| Forms S-8: | |
|----------------|--|
| No. 2-58577 | Thrift and Profit Sharing Plan |
| No. 33-35071 | Texarkana Pre-Tax Savings Plan |
| No. 33-47981 | Pre-Tax Savings Plan at the Findlay Plant |
| No. 333-83311 | Pre-Tax Savings Plan (Clarksdale) |
| No. 333-83589 | 1998 Non-Employee Directors Compensation Deferral Plan |
| No. 333-84815 | Thrift & Profit Sharing Plan |
| No. 333-84813 | Texarkana Pre-Tax Savings Plan |
| No. 333-84811 | Pre-Tax Savings Plan at the Findlay Plant |
| No. 333-103007 | 2001 Incentive Compensation Plan |
| No. 333-113315 | Pre-Tax Savings Plan (Clarksdale) Pre-Tax Savings Plan at the Findlay Plant Texarkana Pre-Tax Savings Plan |
| No. 333-138811 | Pre-Tax Savings Plan (Findlay) Pre-Tax Savings Plan (Texarkana) |
| No. 333-142136 | 2006 Incentive Compensation Plan |
| No. 333-157778 | Spectrum Investment Plan Pre-Tax Savings Plan (Findlay) Pre-Tax Savings Plan (Texarkana) |
| No. 333-167231 | 2010 Incentive Compensation Plan |
| No. 333-196809 | 2014 Incentive Compensation Plan |

of our reports dated February 19, 2019, with respect to the consolidated financial statements and schedule of Cooper Tire & Rubber Company and the effectiveness of internal control over financial reporting of Cooper Tire & Rubber Company included in this Annual Report (Form 10-K) of Cooper Tire & Rubber Company for the year ended December 31, 2018.

/s/ Ernst & Young LLP
ERNST & YOUNG LLP

Toledo, Ohio
February 19, 2019

[\(Back To Top\)](#)

Section 5: EX-24 (EXHIBIT 24)

Exhibit (24)

POWER OF ATTORNEY

FOR EXECUTION OF ANNUAL REPORT ON FORM 10-K FOR FISCAL YEAR ENDED DECEMBER 31, 2018

KNOW ALL BY THESE PRESENTS, that each of the undersigned hereby constitutes and appoints Stephen Zamansky as a true and lawful attorney-in-fact of the undersigned for the purpose of executing for and on behalf of all of the undersigned members of the Board of Directors of Cooper Tire & Rubber Company, the Company's Annual Report on Form 10-K for the fiscal year of the Company ended December 31, 2018.

The undersigned hereby grants such attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

This Power of Attorney shall remain in full force and effect until the filing by the Company of the Annual Report on Form 10-K for fiscal year 2018 with the Securities and Exchange Commission, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 15th day of February, 2019.

/s/ Thomas P. Capo

/s/ Steven M. Chapman

Thomas P. Capo

Steven M. Chapman

/s/ Susan F. Davis
Susan F. Davis

/s/ Katy P. Dickson
Katy P. Dickson

/s/ John J. Holland
John J. Holland

/s/ Bradley E. Hughes
Bradley E. Hughes

/s/ Tracey I. Joubert
Tracey I. Joubert

/s/ Gary S. Michel
Gary S. Michel

/s/ Brian C. Walker
Brian C. Walker

/s/ Robert D. Welding
Robert D. Welding

[\(Back To Top\)](#)

Section 6: EX-31.1 (EXHIBIT 31.1)

Exhibit (31.1)

CERTIFICATIONS

I, Bradley E. Hughes, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cooper 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 19, 2019

/s/ Bradley E. Hughes
Bradley E. Hughes, President,
Chief Executive Officer and Director

[\(Back To Top\)](#)

Section 7: EX-31.2 (EXHIBIT 31.2)

Exhibit (31.2)

CERTIFICATIONS

I, Christopher J. Eperjesy, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cooper 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 19, 2019

/s/ Christopher J. Eperjesy
Christopher J. Eperjesy, Senior Vice President and
Chief Financial Officer

[\(Back To Top\)](#)

Section 8: EX-32 (EXHIBIT 32)

Exhibit (32)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Cooper Tire & Rubber Company (the "Company") on Form 10-K for the period ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

- (1) The 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 Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods expressed in the Report.

Date: February 19, 2019

/s/ Bradley E. Hughes
Name: Bradley E. Hughes
Title: Chief Executive Officer

/s/ Christopher J. Eperjesy
Name: Christopher J. Eperjesy
Title: Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

[\(Back To Top\)](#)

Section 9: EX-33.XLI (EXHIBIT 33.XLI)



October 22, 2018

Christopher J. Eperjesy
125 Kintyre Lane
Orono, Minnesota 55356

Dear Chris:

I am pleased to offer you the position of Senior Vice President & Chief Financial Officer reporting directly to me. I think it goes without saying that we approach every offer with a goal of attracting and motivating the best available talent. Nevertheless, I want to emphasize that the package that we've put together for you is a reflection of the value and contribution that we expect you to bring to Cooper Tire! This letter confirms the details of the offer we discussed:

Effective Start Date

As we discussed, your tentative start date will be on or before December 12, 2018, unless circumstances require a different start date.

Base Salary

Your annualized base salary rate will be **\$500,000**.

Annual Incentive Plan (AIP)

As Senior Vice President & Chief Financial Officer, your annual bonus target will be **75% of base salary**. You will participate in the Corporate bonus plan, which can pay from 0% to a maximum of 200% depending on our performance against annual goals. You will begin participation in the AIP as of your date of hire.

Long-Term Incentive Plan (LTIP)

Subject to the formal approval of Cooper's Compensation Committee, you will begin participation in the Long-Term Incentive Plan (LTIP) effective January 1, 2019. Your long-

Nothing in this offer is intended to imply that your employment is for any specific period of time, or that you are guaranteed a job with the Company. Both you and the Company have the right to terminate your employment at any time for any reason or for no reason with or without notice. Any agreement for employment for a definite period of time must be in writing and must be signed by an officer of the Company.

term incentive opportunity is targeted at **190% of base salary**, a portion of which is typically awarded in restricted stock units (RSUs), performance shares and performance cash, to provide a direct link between the interests of our shareholders and the executive management team. Performance shares and performance cash can earn from 0% up to 200% of target based upon performance against plan goals.

Special Award of Restricted Stock Units

In addition to the important compensation elements and programs noted above, we are pleased to offer a **one-time RSU award of 15,000 shares** of Cooper Tire stock. The value of the RSU award is approximately **\$375,000**, using stock price of \$25/share. The RSU award would vest four years from the date of the award.

Starting Bonus

We are also pleased to offer you a starting bonus in the amount of **\$175,000**, contingent on you starting work with Cooper Tire no later than December 12, 2018. The starting bonus, which is subject to standard withholding taxes, will be paid in the first quarter of 2019.

Overview of Total Compensation Package

The table below lays out your new compensation package.

| | |
|---------------------------------------|--------------------|
| Base Salary | \$500,000 |
| Annual Bonus Target % | 75% |
| Annual Bonus Target \$ | \$375,000 |
| Total Target Cash Compensation | \$ 875,000 |
| LTI Target % | 190% |
| LTI Target \$ | \$950,000 |
| Total Target Compensation | \$1,825,000 |
| Other Compensation Elements | |
| Starting Bonus | \$175,000 |
| RSU Award Value | ~\$375,000 |

Stock Ownership Requirement

As SVP & Chief Financial Officer, you will have a stock ownership requirement of 3X your base salary to be achieved over the first five years of employment with the Company.

CIC Severance Pay Plan

Nothing in this offer is intended to imply that your employment is for any specific period of time, or that you are guaranteed a job with the Company. Both you and the Company have the right to terminate your employment at any time for any reason or for no reason with or without notice. Any agreement for employment for a definite period of time must be in writing and must be signed by an officer of the Company.

As SVP & Chief Financial Officer, you will be approved to participate in the Company's Change in Control Severance Pay Plan. This plan provides special benefits and protections to the approved participants upon certain change in control events.

Nonqualified Supplementary Benefit Plan

You will be eligible to participate in Cooper Tire's Nonqualified Supplementary Benefit Plan (NQSBP) under the standard terms of the plan and as such program may be amended, suspended, or terminated from time to time. The NQSBD is a non-elective plan designed to compensate for the loss of certain benefits under the Company's qualified 401(k) plan due to IRS limitations.

Benefits, Including Vacation Allowance

You will be eligible to participate in Cooper's health and welfare benefits and retirement savings programs under the standard terms of those plans and as such programs may be amended, suspended, or terminated from time to time. In addition to eligibility for the Company's standard benefit plans and programs, you have also been granted eligibility for **four weeks of vacation** accruing at 1.6667 days per month of employment. You will have eleven paid holidays per year, ten designated and one floating holiday.

Relocation

The Company will extend to you the relocation policy which we provide to executive transferees, which includes assistance with the sale of your current home among other features.

In addition to the support provided in our normal policy, and as indicated in a call with John Bollman, we acknowledge that you will not relocate until sometime after the current school year ends. As a result, you will likely incur temporary living costs as well as transportation costs to/from your home in Minnesota during this temporary living period which may exceed the Flex Allowance of \$30,000. Should that be the case, we will cover all those reasonable costs which exceed that allowance.

Special Executive Perquisites

We believe it is prudent to business continuity that our key executives be physically and financially fit to perform the duties of what are necessarily demanding positions. To assist in that regard, you will be provided with an annual allowance of up to \$15,000 for an executive physical exam and financial planning/tax preparation services. We also expect and encourage our executives to avail themselves of these services.

Your Pledge to Cooper Tire

Nothing in this offer is intended to imply that your employment is for any specific period of time, or that you are guaranteed a job with the Company. Both you and the Company have the right to terminate your employment at any time for any reason or for no reason with or without notice. Any agreement for employment for a definite period of time must be in writing and must be signed by an officer of the Company.

In exchange for the benefits associated with this offer, you make the following promises relative to the protected interests of Cooper Tire.

Repayment of Benefits

Should you voluntarily terminate your employment with Cooper for any reason, you will repay all relocation expense incurred by Cooper as follows: 1) 100% if termination occurs on or before your first-year service anniversary, 2) 50% if termination occurs after your first-year service anniversary but before your second-year anniversary, and 3) 0% after your second-year service anniversary.

Confidentiality & Non-Compete Agreement

In exchange for the opportunity set forth in this offer, you agree to execute a Cooper Tire & Rubber Company Confidentiality & Non-Compete Agreement (copy attached).

Chris, I am confident in your ability to make meaningful and measurable contributions to our future success, and the offer we have extended to you reflects the value we place in you and the expectations we have for you. While it is important to understand that various provisions of this offer are governed by plan documents and programs which may be modified or curtailed in the future, we have endeavored to tailor a package that meets your particular needs and one which is commensurate with the significant role that you will play for Cooper.

We look forward to your formal acceptance of this offer. The one contingency which we need to address before your start date is a pre-employment drug screen. We should be able to arrange something in the Orono, Minnesota area. Please feel free to call John Bollman or me if you have any questions. Otherwise, we look forward to a favorable response and you joining the Cooper team very soon.

Sincerely,
/s/ Bradley E. Hughes

Bradley E. Hughes
President & CEO

Enclosures

Accepted By:

/s/ Chris Eperjesy _____ 10/22/2018 _____

Nothing in this offer is intended to imply that your employment is for any specific period of time, or that you are guaranteed a job with the Company. Both you and the Company have the right to terminate your employment at any time for any reason or for no reason with or without notice. Any agreement for employment for a definite period of time must be in writing and must be signed by an officer of the Company.

Chris Eperjesy Date

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[\(Back To Top\)](#)