

INCENTIVE AGREEMENT

This Incentive Agreement is effective December 22, 2020 and is entered into between the following parties:

GO TOPEKA:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.
719 S. Kansas Ave., Ste. 100,
Topeka, KS 66603
Phone: (785) 234-2644
FAX: (785) 234-8656

Contact Person/Title: Barbara W. Stapleton, VP Business
Retention & Talent Initiatives

HAYDEN TOWER SERVICE:

Hayden Tower Service, Inc
2836 NW HWY 24
Topeka, KS 66618

Contact Person: Chap Jepson
Phone: 785.232.1840

WITNESSETH:

WHEREAS, HAYDEN TOWER SERVICE is a Kansas corporation in good standing and qualified to do HAYDEN TOWER SERVICE under the laws of the State of Kansas; and

WHEREAS, HAYDEN TOWER SERVICE is contemplating expanding its operations in Topeka, Kansas, and investing approximately Six Million Six Hundred Thousand Dollars (\$6,600,000) to expand and equip its facility at 2836 NW HWY 24, Topeka, Kansas; and

WHEREAS, such facility is referred to herein as the "Topeka Facility;" and

WHEREAS, as a result of the improvements at the Topeka Facility HAYDEN TOWER SERVICE will be able to create an estimated Forty (40) new employment positions with an estimated average annual salary range of between \$40,000 to more than \$70,000, plus benefits; and

WHEREAS, GO TOPEKA desires to assist and promote HAYDEN TOWER SERVICE by offering up to One Hundred Seventy-five Thousand Dollars (\$175,000) in employment incentives, Nineteen Thousand Dollars (\$19,000) in facility incentives, and Forty Thousand Dollars (\$40,000) for employee training and

WHEREAS, HAYDEN TOWER SERVICE, acting in reliance upon the incentives set forth in this Agreement, has decided to expand its operations to Topeka, Kansas; and

WHEREAS, the parties wish to memorialize their understanding regarding the details of the incentive package by this legally enforceable contract.

NOW, THEREFORE, in consideration of such mutual benefits and of the mutual covenants and agreements expressed herein, the parties covenant and agree as follows:

1. **Local Employment Incentive**. GO TOPEKA agrees to provide to HAYDEN TOWER SERVICE an employment incentive ("Employment Incentive") for new Full Time Employment Positions created and maintained by the HAYDEN TOWER SERVICE over the next approximately five (5) years, subject to the limitations and requirements below. As of October 13, 2020, HAYDEN TOWER SERVICE employed 78 employees, so only Full Time Employment Positions in excess of that number shall qualify for an incentive hereunder. The Employment Incentives available pursuant to this Agreement are as follows:

\$4000 for new Full Time Employment Positions with an annual salary of at least \$40,000;

\$5000 for new Full Time Employment Positions with an annual salary of at least \$50,000;

\$7000 for new Full Time Employment Positions with an annual salary of at least \$70,000.

A full-time employment position receiving compensation of less than \$40,000 annually is not eligible for an Employment Incentive. The incentives payable hereunder shall be paid in 1/5th increments, with a payment over five years upon maintaining the position for each of five consecutive calendar years. If the salary for a position increases or decreases so as to qualify for a higher or lower incentive, the remaining (if any) of the five-year increments shall be adjusted prospectively only.

As used herein, a "Full Time Employment Position" is an employee position that includes approximately 2080 paid hours of service in Shawnee County, Kansas, during each calendar year. Notwithstanding the foregoing, if a new Full Time Employment Position is created before December 31, the position may qualify for the first incentive installment in the next year, but shall be required to be maintained for full calendar years thereafter to qualify for future incentive installments. For those initial/partial years, HAYDEN TOWER SERVICE shall notify GO TOPEKA as to the annual salary for that position for purposes of categorizing the incentive amount for that position. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses or other cash incentives paid by HAYDEN TOWER SERVICE to the Full Time

Employment Position in a calendar year, but does not include benefits. Each position shall be eligible to receive health insurance benefits, at least part of the premiums of which are paid by HAYDEN TOWER SERVICE, and paid holiday and vacation leave. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude HAYDEN TOWER SERVICE from changing the title, purpose or utility of a position (as long as it meets the other requirements identified herein, including compensation). Each Full Time Employment Position must be one which has the HAYDEN TOWER SERVICE withholding and paying all federal, state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and HAYDEN TOWER SERVICE is undertaking an open and active search and such position is filled within ninety (90) days after the vacancy during the calendar year. If the position is filled within that time at a qualifying salary, the vacancy will not preclude the availability of the Employment Incentive. (If unfilled for longer than ninety (90) days during a calendar year, the position will cease to qualify as Full Time Employment Position and will not be eligible for an Employment Incentive for that year).

Notwithstanding anything to the contrary herein, a maximum employment incentive available hereunder shall not exceed Thirty-five Thousand Dollars (\$35,000) in any one year or One Hundred Seventy-five Thousand Dollars (\$175,000) in aggregate for the term

of this Agreement. To qualify for the Employment Incentive, Full Time Employment Positions must commence on or after October 13, 2020, and be hired and receiving compensation by December 31, 2025.

Installments of the Employment Incentive shall be available to be paid beginning in 2021, for positions added on or after October 14, 2020. Depending when a position was added, the last possible Employment Incentive would be paid in 2030.

GO TOPEKA will endeavor to make an incentive payment by April 30 each year (beginning in 2021 and ending in 2030), for the qualifying Full Time Employment Positions; provided, however, that HAYDEN TOWER SERVICE must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein).

The parties recognize there may be some turnover and fluctuations in the HAYDEN TOWER SERVICE's employment levels. Therefore, subject to the termination provision, a position may qualify for an Employment Incentive in one year after failing to qualify in a prior year.

For purposes of illustration, if HAYDEN TOWER SERVICE adds ten (10) new Full Time Employment Positions with a salary of more than \$40,000 (but less than \$50,000) in December 2020, HAYDEN TOWER SERVICE would be eligible to receive an Employment Incentive installment in the amount of \$8000 ($\$4000/5 * 10$ employees) in 2021. If, in the subsequent year, there were no changes except that there was the addition of another \$40,000 position HAYDEN TOWER SERVICE would receive \$8800 for that year (payable in 2022).

2. **Training Incentive.** HAYDEN TOWER SERVICE may qualify for a Training Incentive in an amount not to exceed Forty Thousand

Dollars (\$40,000.00) (the "Training Incentive"). HAYDEN TOWER SERVICE shall be eligible for up to One Thousand Dollars \$1,000 in Training Incentive for each new Full Time Employment Position that qualifies for an Employment Incentive pursuant hereto, (up to forty (40) such positions). GO Topeka shall reimburse HAYDEN TOWER SERVICE for verifiable training costs including, but not limited to, tuition, registration fees, computer software for in-house training and other direct training costs incurred from October 14, 2020, to December 31, 2030. HAYDEN TOWER SERVICE shall provide evidence of training expenses, such as by paid invoices, or other verifiable records confirming payment for training expenses. A Training Incentive payment may be made to and used by HAYDEN TOWER SERVICE for training costs incurred by any full-time employee, whether or not such position existed prior to, or incentivized by, this Agreement, but the employee must be primarily employed at, or based out of, the Topeka Facility. Thus, the Training Incentive is made available based on the number of new Full Time Employment Positions added pursuant to this Agreement, but may be used for existing employees or those that do not meet the Employment Incentive salary requirements. GO TOPEKA shall not reimburse HAYDEN TOWER SERVICE for incidental costs associated with training such as travel expenses, meals, and lodging.

3. **Facility Incentive.** HAYDEN TOWER SERVICE shall be entitled to a Facility Incentive of up to Nineteen Thousand Dollars (\$19,000). Subject to such maximum amount, the Facility Incentive shall be earned and payable as follows:

a. Two Thousand Dollars (\$2000) for every Million Dollars of capital expenditures made after the date of this Agreement for machinery and equipment installed at the Topeka Facility; and

b. Eight Thousand Dollars (\$8000) after expending One Million Dollars on capital investments to expand and/or improve the Topeka Facility (not including machinery and equipment).

Only investments made after October 13, 2020, will qualify for a Facility Incentive. GO TOPEKA shall endeavor to pay Facility Incentives within three months of the completion of the construction, improvement and/or equipping of the facilities; provided, however, that HAYDEN TOWER SERVICE must first provide GO TOPEKA with sufficient documentation relating to such investment, including (if applicable) occupancy certificates or similar showing that the construction and/or improvement of the facilities are complete and the facilities are operational. Only expenditures for the installation of the equipment at, and the additions or improvements to, the Topeka Facility made by December 31, 2024, will qualify for a Facility Incentive.

4. **Employment Incentive Calculation Documentation**. When and as reasonably requested by GO TOPEKA, HAYDEN TOWER SERVICE shall provide GO TOPEKA with state and federal employment, tax return and/or other information reasonably necessary to establish employment levels in Shawnee County, Kansas, for purposes of calculating Employment Incentives and monitoring HAYDEN TOWER SERVICE's performance hereunder. GO TOPEKA is granted the right to audit financial documents at any time during this Agreement. GO TOPEKA is granted the right to reduce payments made to the HAYDEN TOWER SERVICE by amounts found to be improper, unauthorized or

unsubstantiated. GO TOPEKA shall have sole authority in this regard and shall base its decision upon information submitted, including absence of documents to substantiate expenditure.

5. Use of Funds. The funds received by HAYDEN TOWER SERVICE pursuant hereto shall be used for the purpose of employment or training of persons to be employed in Shawnee County, Kansas, and/or the improvements to the Topeka facilities.

6. Notices. Any notices required or permitted to be given pursuant to this Agreement may be delivered in person or mailed, certified mail, return receipt requested, to the addresses identified above.

7. Miscellaneous. The following miscellaneous provisions shall apply to this Agreement:

a. HAYDEN TOWER SERVICE agrees to make every reasonable effort to use Shawnee County, Kansas-based vendors for the purchase or procurement of the improvements, machinery and equipment contemplated herein.

b. HAYDEN TOWER SERVICE agrees to make every reasonable effort to use, if qualified, Shawnee County residents to fill the new Full Time Employment Positions in Shawnee County, Kansas.

c. HAYDEN TOWER SERVICE agrees to make a good faith effort to provide to existing employees, and/or net new employees, information/relocation materials regarding the Topeka and Shawnee County, that support and promote residency within the Topeka/Shawnee County limits. Annual reporting of these efforts should be provided to GO Topeka during the HAYDEN TOWER SERVICE incentivized period.

d. HAYDEN TOWER SERVICE shall provide prompt advance notice to GO TOPEKA of any material change in HAYDEN TOWER SERVICE's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by HAYDEN TOWER SERVICE under any agreement to which it is a party related to the matters set forth herein, or a change in the Full Time Employment Positions maintained in Shawnee County, Kansas.

e. HAYDEN TOWER SERVICE agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the new HAYDEN TOWER SERVICE and employment expansion contemplated by this Agreement. Such event would include general recognition of JEDO's and GO TOPEKA's involvement in the project.

f. This writing contains the entire agreement reached between the parties hereto with respect to the subject matter hereof, and may be amended only in writing, duly executed by all parties concerned.

g. This Agreement shall be interpreted under the laws of the State of Kansas, with venue being solely in the state District Court of Shawnee County, Kansas. In the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

h. Time is of the essence of this Agreement.

i. By signing this Agreement, the parties affirm that they have the authority of their respective companies to enter into this Agreement and bind their respective corporations.

j. This Agreement shall bind and inure to the benefit of the parties to this Agreement, their heirs, legal representatives, assignees, transferors and successors.

k. No failure by a party to insist on prompt performance by the other party of its obligations hereunder shall constitute a waiver of rights under the Agreement. Similarly, the waiver by a party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

l. This Agreement may be executed in counterparts, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.

m. The parties acknowledge and agree that HAYDEN TOWER SERVICE shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder, without the prior written approval of GO TOPEKA.

n. Sarbanes-Oxley and similar legislation may have application to, or affect the accounting for, this Agreement by HAYDEN TOWER SERVICE.

o. GO TOPEKA makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.

p. GO TOPEKA's obligations hereunder are contingent upon approval hereof by Joint Economic Development Organization ("JEDO") and the continued funding of GO TOPEKA

at adequate levels through a portion of the Shawnee County retailer's sales tax and/or by JEDO. GO TOPEKA may unilaterally reduce or eliminate any payments hereunder in the event that sufficient funds are not available (taking into account GO TOPEKA's other obligations). GO TOPEKA will endeavor to give HAYDEN TOWER SERVICE advance notice of any reduction of funds when practical. HAYDEN TOWER SERVICE agrees and understands that if there are not sufficient funds appropriated or available to GO TOPEKA to continue to make any payments hereunder (taking into account GO TOPEKA's other obligations), GO TOPEKA may terminate this Agreement with written notice of termination to HAYDEN TOWER SERVICE. The reduction or elimination of any payments, and/or termination of this Agreement pursuant to this paragraph, shall not cause any penalty or damages to be charged to GO TOPEKA and HAYDEN TOWER SERVICE waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

q. In carrying out the terms and provisions of this agreement, HAYDEN TOWER SERVICE shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive or provide services because of race, color, religion, sex, age, disability, national origin or any other status protected by applicable federal or state law or local ordinance.

r. Every duty, right, or obligation contained in this Agreement imposes an obligation of good faith in its performance or enforcement. For the purposes of the

Agreement, "good faith" dealing means honesty in fact in the conduct or the transaction concerned.

s. Nothing herein contained shall be construed or held to make any party a partner, joint venturer or associate of another party in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

t. The parties agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to effect the purposes of this Agreement and to comply with any of the terms hereof.

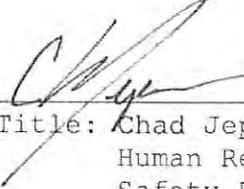
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

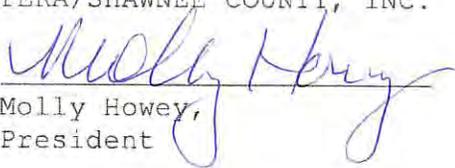
"HAYDEN TOWER SERVICE"

"GO TOPEKA"

HAYDEN TOWER SERVICE, INC

GROWTH ORGANIZATION OF
TOPEKA/SHAWNEE COUNTY, INC.

By: 
Name/Title: Chad Jepson
Human Resource/
Safety Director

By: 
Molly Howey,
President