

**INCENTIVE AGREEMENT**

This Incentive Agreement is effective September 14, 2022, and is entered into between the following parties:

GO TOPEKA: GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

719 S. Kansas Ave., Suite 100  
Topeka, KS 66603  
Phone: (785) 234-2644  
Fax: (785) 234-8656  
Contact Person/Title: Molly Howey, President, GO Topeka

THE GOODYEAR TIRE & RUBBER COMPANY  
200 Innovation Way  
Akron, Ohio 44316  
Attn: Corporate Secretary

**WHEREAS**, THE GOODYEAR TIRE & RUBBER COMPANY is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

**WHEREAS**, THE GOODYEAR TIRE & RUBBER COMPANY is contemplating investing approximately One Hundred Twenty-Five Million Dollars (\$125,000,000.00) to equip additional production space in Shawnee County, Kansas; and

**WHEREAS**, THE GOODYEAR TIRE & RUBBER COMPANY intends to expand its operations and, in the process, create forty (40) full time jobs over the next approximately five (5) years; and

**WHEREAS**, GO TOPEKA desires to assist and promote THE GOODYEAR TIRE & RUBBER COMPANY by offering up to Five Hundred Eighty-Five Thousand Dollars (\$585,000.00) in employment, capital investment and training incentives; and

**WHEREAS**, THE GOODYEAR TIRE & RUBBER COMPANY acting in reliance upon the incentives set forth in this Agreement, has decided to maintain and expand its operations in Shawnee County, Kansas; and

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

**WITNESSETH:**

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

**1. Local Employment Incentive.** GO TOPEKA agrees to provide to THE GOODYEAR TIRE & RUBBER COMPANY an employment incentive of up to Two Hundred Eighty Thousand Dollars (\$280,000.00) (the “Employment Incentive”) for new Full Time Employment Positions created by THE GOODYEAR TIRE & RUBBER COMPANY over five (5) years, subject to the limitations and requirements outlined herein. The eligibility for Employment Incentive for a new Full Time Employment Position is based on annual employee compensation as follows:

<u>Annual Compensation</u>	<u>Total Employment Incentive</u>	<u>Per Year</u>
• \$56,000 - \$61,999	\$5,000	\$1,000
• \$62,000 - \$67,999	\$5,500	\$1,100
• \$68,000 - \$74,999	\$6,000	\$1,200
• \$75,000 or more	\$7,000	\$1,400

A Full Time Employment Position receiving compensation of less than \$56,000.00 annually is not eligible for an Employment Incentive.

As used in this agreement, 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. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses or other cash incentives paid by THE GOODYEAR TIRE & RUBBER COMPANY to a full-time employee 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 THE GOODYEAR TIRE & RUBBER COMPANY, and paid time off. Nothing herein shall require that a Full Time Employment Position be held by the same person, nor shall this Agreement preclude other requirements identified herein, including compensation). Each Full Time Employment Position must be one in which THE GOODYEAR TIRE & RUBBER COMPANY withholds and pays all federal,

state and local employment taxes attributable to the employee. More than one position cannot be aggregated to qualify for an Employment Incentive.

Only new Full Time Employment Positions shall be eligible for the Employment Incentive. A “new” Full Time Employment Position is an otherwise eligible Full Time Employment Position that is in excess of and in addition to the 1,438 Full Time Employees employed by THE GOODYEAR TIRE & RUBBER COMPANY as of May 31, 2022. To qualify for the Employment Incentive, the Full Time Employment Positions must commence on or after May 31, 2022 and be hired and receiving compensation by December 31, 2027.

A Full Time Employment Position shall not fail to qualify for the Employment Incentive if the position is vacated (voluntarily or otherwise) and THE GOODYEAR TIRE & RUBBER COMPANY is undertaking an open and active search and such position is filled within one hundred eighty (180) days after the vacancy during the calendar year. If unfilled for longer than one hundred eighty (180) 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 Two Hundred Eighty Thousand Dollars (\$280,000.00) in the aggregate. Generally, the maximum annual Employment Incentive payment shall be Fifty-Six Thousand Dollars (\$56,000.00); however, if THE GOODYEAR TIRE & RUBBER COMPANY is experiencing faster than anticipated growth and the GO TOPEKA budget allows, the yearly Employment Incentive may exceed the noted maximum at the direction of the President of GO TOPEKA.

GO TOPEKA will endeavor to make incentive payments according to the following schedule:

- New Full Time Employment Positions hired between May 31, 2022 and December 31, 2022 will be eligible to receive the first incentive payment installment in 2023;
- New Full Time Employment Positions hired between January 1, 2023 and December 31, 2023 will be eligible to receive the first incentive payment installment in 2024;
- New Full Time Employment Positions hired between January 1, 2024 and December 31, 2024 will be eligible to receive the first incentive payment installment in 2025;
- New Full Time Employment Positions hired between January 1, 2025 and December 31, 2025 will be eligible to receive the first incentive payment installment in 2026;

- New Full Time Employment Positions hired between January 1, 2026 and December 31, 2026 will be eligible to receive the first incentive payment installment in 2027;
- New Full Time Employment Positions hired between January 1, 2027 and December 31, 2027 will be eligible to receive the first incentive payment installment in 2028;

provided, however, that THE GOODYEAR TIRE & RUBBER COMPANY must first provide GO TOPEKA with sufficient documentation relating to such employment levels (as required elsewhere herein). GO TOPEKA shall make all reasonable efforts to complete payment of all incentive payments within sixty (60) days of the receipt of such sufficient documentation relating to employment levels.

The parties recognize there may be some turnover and fluctuations in THE GOODYEAR TIRE & RUBBER COMPANY'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 THE GOODYEAR TIRE & RUBBER COMPANY hires one (1) new Full Time Employment Positions between May 31, 2022 and December 31, 2022 and maintains that position through 2024, plus hires two (2) new Full Time Employment Positions throughout the period between January 1, 2023 and December 31, 2023 and the average compensation among all three (3) positions is at least Fifty-Six Thousand Dollars (\$56,000), THE GOODYEAR TIRE & RUBBER COMPANY would be eligible to receive an Employment Incentive installment in the amount of three thousand nine hundred dollars (\$3,000) (3 x \$1,000) in 2024 upon receipt and verification of appropriate documentation.

**2. Employment Incentive Calculation Documentation.** When and as reasonably requested by GO TOPEKA, THE GOODYEAR TIRE & RUBBER COMPANY shall provide GO TOPEKA with state and federal employment tax returns and/or other information reasonably necessary to establish employment levels in Shawnee County, Kansas, for purposes of calculating Employment Incentives and monitoring THE GOODYEAR TIRE & RUBBER COMPANY's performance hereunder. GO TOPEKA is granted the right to audit payroll and human resources records at any time during the term of this Agreement. GO TOPEKA is granted the right to reduce payments made to THE GOODYEAR TIRE & RUBBER COMPANY 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.

**3. Employee Training Incentive.** THE GOODYEAR TIRE & RUBBER COMPANY may earn an Employee Training Incentive in an amount not to exceed Forty Thousand Dollars (\$40,000.00) (the “Employee Training Incentive”).

For the Full Time Employee Training Incentive, GO Topeka shall reimburse THE GOODYEAR TIRE & RUBBER COMPANY 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 May 31, 2022 to December 31, 2027 in accordance with the following provisions. THE GOODYEAR TIRE & RUBBER COMPANY shall be eligible for One Thousand Dollars (\$1,000.00) in Employee Training Incentive for each net new Full Time Employment Position (as defined in Section 1 “Local Employment Incentive”), up to forty (40), created by THE GOODYEAR TIRE & RUBBER COMPANY. Thus, for THE GOODYEAR TIRE & RUBBER COMPANY to receive all Forty Thousand Dollars (\$40,000.00) in Full Time Employee Training Incentive the company’s full time employment would need to increase to at least 1,478.

A Full Time Employee Training Incentive payment may be made to THE GOODYEAR TIRE & RUBBER COMPANY starting in 2023 for training costs incurred by any full time employee (new or existing) at THE GOODYEAR TIRE & RUBBER COMPANY in 2022 upon proof of approved training expenses in the form of paid invoices, or other verifiable records confirming payment for approved training expenses. The amount of Full Time Employee Training Incentive available in 2023 will be based on net new Full Time Employment Positions created by THE GOODYEAR TIRE & RUBBER COMPANY in 2022. For example, if THE GOODYEAR TIRE & RUBBER COMPANY created ten (10) net new Full Time Employment Positions in 2022, increasing the company’s full time employee count to 1,448 THE GOODYEAR TIRE & RUBBER COMPANY could receive a reimbursement of up to \$10,000.00 for expenses incurred to train any existing or new full time employee. Payment for training expenses incurred shall be available on a yearly basis thereafter through 2028 based on the previous year’s net new job creation and verifiable training costs. GO TOPEKA shall not reimburse THE GOODYEAR TIRE & RUBBER COMPANY for wages paid to an employee

while they are in training or incidental costs associated with training such as travel expenses, meals, and lodging.

**4. Equipment Investment Incentive.** For each One Million Dollars (\$1,000,000.00) in expenditure made by THE GOODYEAR TIRE & RUBBER COMPANY between May 31, 2022 and December 31, 2027 for the purchase of equipment to be housed at its real estate located in Shawnee County, Kansas GO TOPEKA shall pay an incentive to THE GOODYEAR TIRE & RUBBER COMPANY of Two Thousand Dollars (\$2,000.00) (The "Equipment Investment Incentive"). The aggregate of said equipment investment incentive payments shall not exceed Two Hundred Forty Thousand Dollars (\$240,000.00). THE GOODYEAR TIRE & RUBBER COMPANY's equipment investment is expected to be One Hundred Twenty Million Dollars (\$120,000,000.00). The equipment investment incentive payments shall be made to THE GOODYEAR TIRE & RUBBER COMPANY upon GO TOPEKA's receipt of documentary evidence showing the purchase of said equipment.

Additionally, GO TOPEKA shall pay Twenty-Five Thousand Dollars (\$25,000.00) towards the capital investment of THE GOODYEAR TIRE & RUBBER COMPANY in its existing real estate and improvements in Shawnee County, Kansas. GO TOPEKA shall pay these funds to THE GOODYEAR TIRE & RUBBER COMPANY upon receipt of the documentation set forth herein.

The aggregate of said Real Estate and Equipment Investment incentive payments shall not exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000.00). The Real Estate and Equipment Investment incentive payments shall be made to THE GOODYEAR TIRE & RUBBER COMPANY upon GO TOPEKA's receipt of documents showing and evidencing the capital investment in the subject real estate including any and all appropriate documentary evidence showing further capital investment in the subject real estate for the construction or renovation of said equipment. Purchases related to the Real Estate and Equipment Investment Incentive must be made by THE GOODYEAR TIRE & RUBBER COMPANY between May 31, 2022 and December 31, 2027.

**5. Use of Funds.** The funds received by THE GOODYEAR TIRE & RUBBER COMPANY pursuant hereto shall be used for the purpose of purchasing and improving real estate and equipment in Shawnee County, Kansas and for the employment and training of persons to be employed in Shawnee County, Kansas.

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. THE GOODYEAR TIRE & RUBBER COMPANY 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.

b. THE GOODYEAR TIRE & RUBBER COMPANY shall provide prompt advance notice to GO TOPEKA of any material change in THE GOODYEAR TIRE & RUBBER COMPANY's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by THE GOODYEAR TIRE & RUBBER COMPANY 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.

c. THE GOODYEAR TIRE & RUBBER COMPANY agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the employment expansion contemplated by this Agreement. Such event would include general recognition of JEDO's and GO TOPEKA's involvement in the project.

d. 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.

e. 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.

f. Time is of the essence of this Agreement.

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

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

i. 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.

j. 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.

k. The parties acknowledge and agree that THE GOODYEAR TIRE & RUBBER COMPANY shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder, without the prior written approval of GO TOPEKA.

l. Sarbanes-Oxley and similar legislation may have application to, or affect the accounting for, this Agreement by THE GOODYEAR TIRE & RUBBER COMPANY.

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

n. GO TOPEKA's obligations hereunder are contingent upon approval hereof by the 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 THE GOODYEAR TIRE & RUBBER COMPANY advance notice of any reduction of funds when practical. THE GOODYEAR TIRE & RUBBER COMPANY 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 THE GOODYEAR TIRE & RUBBER COMPANY. 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 THE GOODYEAR TIRE & RUBBER COMPANY waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

o. In carrying out the terms and provisions of this agreement, THE GOODYEAR TIRE & RUBBER COMPANY 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.

p. THE GOODYEAR TIRE & RUBBER COMPANY agrees to make a good faith effort to provide relocating information to existing employees, and/or new employees with information/relocation materials regarding Topeka and Shawnee County, that support and promote residency within the Topeka/Shawnee County limits. Annual reporting of these efforts shall be provided to GO TOPEKA during the incentivized period defined in this Agreement.

q. 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.

r. Nothing herein contained shall be construed or held to make any party a partner, joint venture 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.

s. 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.

"THE GOODYEAR TIRE & RUBBER COMPANY"

By:  \_\_\_\_\_  
DocuSigned by:  
95B4D42FAD6D4A1...

"GO TOPEKA"

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By:  \_\_\_\_\_  
Print Name: Molly Howey  
Title: President, GO Topeka

**Certificate Of Completion**

Envelope Id: 60521DCE56654E0393EA5BD3E06040BD  
 Subject: Please DocuSign: Goodyear Topeka Incentive Contract Agreement.pdf  
 Source Envelope:  
 Document Pages: 9 Signatures: 1  
 Certificate Pages: 4 Initials: 0  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Kelly Reef  
 PO BOX 666  
 Akron, OH 44309  
 kelly\_reef@goodyear.com  
 IP Address: 76.181.105.54

**Record Tracking**

Status: Original  
 9/12/2022 7:45:30 PM

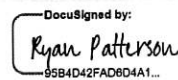
Holder: Kelly Reef  
 kelly\_reef@goodyear.com

Location: DocuSign

**Signer Events**

Ryan Patterson  
 ryan\_patterson@goodyear.com  
 Chief Operating and Integration Officer, Americas  
 Security Level: Email, Account Authentication ;  
 (None)

**Signature**



Signature Adoption: Pre-selected Style  
 Using IP Address: 167.232.248.15

**Timestamp**

Sent: 9/12/2022 7:48:13 PM  
 Viewed: 9/13/2022 8:24:53 AM  
 Signed: 9/13/2022 8:25:06 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/13/2022 8:24:53 AM  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2022 7:48:13 PM
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Completed	Security Checked	9/13/2022 8:25:06 AM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		