

AMENDATORY AGREEMENT XVI

Between

CITY OF TUPELO, MISSISSIPPI
WATER AND LIGHT DEPARTMENT

And

THE GOODYEAR TIRE & RUBBER COMPANY

THIS AGREEMENT, made and entered into as of the date indicated below (“Effective Date”), by and between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and THE GOODYEAR TIRE & RUBBER COMPANY (formerly, Cooper Tire & Rubber Company) to amend the Industrial Power Contract between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY dated May 14, 1986, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on September 21, 1987, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on January 21, 1989, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on July 21, 1989, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on March 13, 1990, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on August 21, 1990, and the AMENDATORY

AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on April 21, 1991, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on May 21, 1992, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on August 21, 1992, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on September 21, 1994, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on April 21, 1996, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on December 21, 1998, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on May 21, 2010, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on October 1, 2010, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on February 3, 2011, and the AMENDATORY AGREEMENT between the CITY OF TUPELO WATER AND LIGHT DEPARTMENT and COOPER TIRE & RUBBER COMPANY which became effective on June 30, 2011, collectively the “Amended Industrial Power Contract.”

Pursuant to that Asset Transfer Agreement entered into on November 22, 2022 by and between Cooper Tire & Rubber Company and The Goodyear Tire & Rubber Company, an Ohio corporation, The Goodyear Tire & Rubber Company has assumed all rights, obligations and responsibilities transferred to it by Cooper Tire & Rubber Company as prescribed in the Asset Transfer Agreement, including all rights, obligations and responsibilities contained in the Amended Industrial Power Contract, and NOW, THEREFORE, the Amended Industrial Power Contract shall be amended as follows:

Section 1. Effective as of the Effective Date, all references to “Cooper Tire & Rubber Company” in the Amended Industrial Power Contract shall be deleted and replaced with “The Goodyear Tire & Rubber Company.” The Goodyear Tire & Rubber Company shall assume all rights, obligations and responsibilities of Cooper Tire & Rubber Company under the Amended Industrial Power Contract.

Section 2. Effective as of the Effective Date, the provisions of the City of Tupelo Water & Light Department Service Practice Standards attached hereto as Exhibit “A” shall be incorporated into the Amended Industrial Power Contract. All contrary provisions contained in any iteration of the Amended Industrial Power Contract are null and void and shall be superseded by those provisions contained in Exhibit “A.”

Section 3. Except as expressly set forth in this Amendment, all terms, conditions, and provisions of the Amended Industrial Power Contract shall remain unchanged and in full force and effect.

Section 4. Each party represents and warrants that it has full authority to enter into this Agreement and that the individuals executing this Agreement are duly authorized to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on
this the ____ day of _____, 2026.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Todd Jordan, its mayor

ATTEST:

By: _____
Kim Hanna, its city clerk

THE GOODYEAR TIRE & RUBBER
COMPANY

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (this “*Agreement*”), dated as of November 22, 2022 (the “*Signing Date*”) and effective as of the date and time set forth in that certain Plan of Liquidation dated as of the Signing Date (the “*Effective Time*”), is made by and between Cooper Tire & Rubber Company, a Delaware corporation (the “*Transferor*”), and The Goodyear Tire & Rubber Company, an Ohio corporation (the “*Transferee*”; each of the Transferor and the Transferee is, individually, a “*Party*”, and are, collectively, the “*Parties*”).

WHEREAS, the Transferor desires to transfer, assign, convey and deliver to the Transferee, and the Transferee desires to accept from the Transferor, all right, title and interest of the Transferor in and to: (a) all of the contracts, permits, governmental authorizations or registrations of the Transferor, including those set forth on Schedule 1 (the “*Transferred Contracts*”); (b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories, in each case, of the Transferor, including any of the foregoing set forth on Schedule 2 (“*Transferred Inventory*”); (c) all of the owned real property of the Transferor, including the owned real property set forth on Schedule 3 (“*Transferred Owned Property*”); (d) each of leases set forth on Schedule 4 (“*Transferred Leased Property*”); (e) all of the contracts relating to any indebtedness of the Transferor, including the indebtedness set forth on Schedule 5 (“*Transferred Debt*”); (f) each of the following: (i) all issued patents and patent applications; (ii) all trademarks, service marks, trade dress, business names, trade names, and other indicia of source or origin, and all registrations, applications for registration, extensions and renewals therefor, together with all of the goodwill associated with the use of, and symbolized by, any and all of the foregoing; (iii) all copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, extensions and renewals therefor; (iv) all trade secrets, know-how, data, and other confidential and proprietary information; (v) all domain names, web addresses, uniform resource locators, and websites associated therewith, and all registrations, applications for registration, and renewals therefor; (vi) all social media accounts, pages and user names, and all content and data thereon or therefor, and all registrations, applications for registration, and renewals therefor; and (vii) all other intellectual property and industrial property rights and assets, in each case, throughout the world, and as set forth on Schedule 6 or in any patent, trademark, or other intellectual property assignments executed in connection with this Agreement (collectively (i) – (vii), the “*Transferred Intellectual Property*”); (g) each of the fixed assets of the Transferor, including the fixed assets set forth on Schedule 7 (the “*Transferred Fixed Assets*”); (h) the employees (including any contracts relating thereto) set forth on Schedule 8; and (i) all of the other assets and liabilities set forth on Schedule 9 (the “*Other Assets*”, and, together with the items in the foregoing clauses (a), (b), (c), (d), (e), (f), (g) and (h), collectively, the “*Transferred Assets*”), all upon the terms and conditions set forth in this Agreement; and

WHEREAS, for purposes of expediency, the Parties desire to consummate the transactions contemplated hereby (in particular as set forth in Section 5) simultaneously (which may result in some cases in the transfer or registration documents indicating a direct transfer of the Transferred Assets from the Transferor to the Transferee), rather than in any set order among such transactions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Transfer; Excluded Assets. In consideration of the mutual covenants and agreements set forth in this Agreement, at the Effective Time, the Transferor hereby transfers, assigns, conveys and delivers to the Transferee, and does hereby irrevocably constitute and appoint any officer of Transferor as attorney-in-fact to effect and confirm the transfer of said assets and liabilities on the books and records of Transferor, with full power of substitution, and the Transferee hereby accepts from the Transferor, the Transferred

Assets (the “**Transfer**”). For clarity, all assets not constituting Transferred Assets, including any assets set forth on Schedule 10, will be retained by the Transferor and be deemed “**Excluded Assets**” for all purposes hereunder.

2. Consideration. As consideration for the Transfer, the Transferee hereby assumes all Liabilities (as defined below) in connection with the Transferred Assets from and after the Effective Time (the “**Assumption**”).

3. Title to Transferred Assets. Transferor has good and valid title or a valid leasehold interest in and to all of the Transferred Assets. Transferor has full right and authority to transfer and deliver all of the Transferred Assets owned by Transferor to Transferee as contemplated by this Agreement.

4. Indemnification.

(a) The Transferor hereby agrees to indemnify the Transferee and its affiliates and subsidiaries and their respective stockholders, subsidiaries, affiliates, employees, directors, officers and agents from (i) any liabilities, obligations, actions, accounts, agreements, causes of action, claims, losses or reimbursements of any kind, whether in law, equity or otherwise, direct or indirect, known or unknown (collectively, “**Liabilities**”) that are incurred in connection with this Agreement that do not otherwise relate to the Transferred Assets, (ii) any Liabilities incurred by the Transferor’s operation of its businesses prior to the Effective Time and (iii) any Excluded Assets and any Liabilities associated with, in connection with or otherwise attributable to the Excluded Assets. In furtherance of the foregoing, the Transferor agrees that all such Liabilities will be retained by the Transferor and be deemed excluded Liabilities for all purposes hereunder.

(b) The Transferee hereby agrees to indemnify the Transferor and its affiliates and subsidiaries and their respective stockholders, subsidiaries, affiliates, employees, directors, officers and agents from (i) any Liabilities that are incurred in connection with this Agreement to the extent relating to the Transferred Assets and (ii) any Liabilities incurred by the Transferor in connection with the Transferee’s operation of the business from and after the Effective Time.

5. Further Assurances. Each Party hereby agrees to perform all further acts and to execute, acknowledge and deliver any assignments, affirmations of assignment, agreements, instruments, and any other documents which may be reasonably necessary to effectuate the transactions contemplated by this Agreement. In furtherance of the foregoing, with respect to any Transferred Contract (including any permit, governmental authorization or permit associated therewith or with the operation of the Transferor’s business) for which consent is required but not obtained as of the Effective Time, the Transferor will cooperate with the Transferee to obtain any such consent and until such time such consent is obtained, the Transferee will make the benefit of any such contract available to the Transferee and enforce, at the request of the Transferee, any right of the Transferor arising from such contract against the other party or parties thereto. If either Party receives any payment after the Effective Time for any product or service sold by or on behalf of the other Party or in satisfaction of any receivable or other obligation that are Transferred Assets (in the case of Transferor) or Excluded Assets (in the case of Transferee), then such Party will promptly remit such funds to the other Party.

6. Tax Matters. The Parties acknowledge that effective as of the Effective Time the following events will occur simultaneously: (a) the assumption of the Transferor’s outstanding 7.625% Senior Notes due 2027 by the Transferee; (b) the Transferor shall convert from a corporation organized under Delaware law to a limited liability company organized under Delaware law (“**Cooper LLC**”) through the filing of a conversion certificate with the office of the Secretary of State of the State of Delaware (the “**Conversion**”); and (c) the Transfer, the Assumption and any other transactions contemplated by this Agreement shall be consummated (the events contemplated by the foregoing clauses (a), (b) and (c), collectively, the “**Effective**”).

Time Events”). The Parties further acknowledge that the Effective Time Events will constitute one integrated transaction for U.S. federal income tax and state income tax purposes resulting in a complete liquidation of the Transferor pursuant to Section 332 of the Internal Revenue Code of 1986, as amended (the “*Code*”). The Parties shall file all income tax returns consistent with the treatment that, as a result of the Effective Time Events, the Transferor completely liquidated pursuant Section 332 of the Code.

7. Binding Effect; Assignment. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns. The parties acknowledge that, as a result of the Conversion, Cooper LLC will be the successor to the Transferor and pursuant to the immediately preceding sentence all the terms and provisions hereof shall be binding upon and shall inure to the benefit of Cooper LLC as the successor to the Transferor.

8. Amendment and Waiver. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, discharge or termination is sought or, in the case of a default, by the non-defaulting party or parties.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

10. Counterparts. This Agreement may be executed in counterparts (including electronically-transmitted counterparts), each of which will be deemed to be an original, but both of which will constitute one and the same instrument.

11. Severability. If any provision hereof is held invalid or not enforceable to its fullest extent, such provision will be enforced to the extent permitted by law, and the validity of the remaining provisions hereof will not be affected thereby.

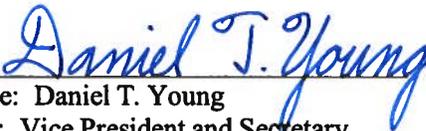
12. Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements in regard hereto.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Signing Date.

TRANSFEROR:

COOPER TIRE & RUBBER COMPANY

By: 
Name: Daniel T. Young
Title: Vice President and Secretary

TRANSFeree:

THE GOODYEAR TIRE & RUBBER COMPANY

By: 
Name: Christina L. Zamarro
Title: Vice President, Finance and Treasurer