

INCENTIVE AGREEMENT

This Incentive Agreement is effective July 1st, 2019, and is entered into between the following parties:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC. (hereinafter referred to as "GO TOPEKA")

719 S. Kansas Avenue, Suite 100
Topeka, KS 66603
Phone: (785) 234-2644
Fax: (785) 234-8656
Contact Person/Title: Molly Howey, Senior V.P., Economic Development

MARS WRIGLEY CONFECTIONERY (hereinafter referred to as MARS)
800 High Street
Hackettstown, NJ 07840
Attn: Associate General Counsel

WHEREAS, MARS a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

WHEREAS, MARS is contemplating investing approximately Thirty Million Dollars (\$30,000,000) to add to and improve its facility in Shawnee County; and

WHEREAS, such additional investment is referred to herein as the "Addition;" and

WHEREAS, GO TOPEKA desires to assist and promote MARS by offering up to Sixty-Six Thousand Dollars (\$66,000) in investment incentives; and

WHEREAS, MARS 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. Investment Incentive. For each One Million Dollars (\$1,000,000) in capital investment in the construction of the Addition made by MARS in Shawnee County, Kansas up to

but not to exceed a total capital investment of Thirty Million Dollars (\$30,000,000), GO TOPEKA shall pay an incentive to MARS of Two Thousand Two Hundred Dollars (\$2,200) (the "Investment Incentive"). The aggregate of said Investment Incentive payments shall not exceed Sixty-Six Thousand Dollars (\$66,000). The Investment Incentive Payment shall be made to MARS upon GO TOPEKA's receipt of paid invoices and pay applications to be verified by GO TOPEKA.

2. **Use of Funds.** The funds received by MARS pursuant to this Agreement shall be used for the purpose of capital investment in MARS's plant located in Shawnee County, Kansas.

3. **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.

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

a. MARS agrees to make every reasonable effort to include in the bidding process Shawnee County, Kansas-based vendors for construction at its facility and the purchase or procurement of the machinery and equipment contemplated herein.

b. MARS shall provide prompt advanced notice to GO TOPEKA of any material change in MARS's ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by MARS under any agreement to which it is a party related to the matters set forth herein.

c. MARS agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the business 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 MARS 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 MARS.

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 MARS advance notice of any reduction of funds when practical. MARS 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 MARS. 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 MARS 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, MARS 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. 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.

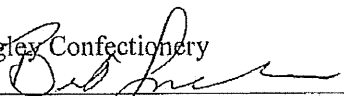
q. Nothing herein contained shall be construed or held to make any party a partner, joint venture or associate of another party in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties hereto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

r. 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.

"MARS"

Mars Wrigley Confectionery

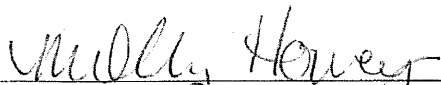
By: 

Print Name: Bret Spangler

Title: Site Director

"GO TOPEKA"

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By: 

Print Name: Molly Howey

Title: Senior V.P., Economic Development