

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (this “Amendment”) is effective as of August 4, 2021 (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and HME, INC. (“HME, INC.”);

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

**WHEREAS**, GO Topeka and HME, INC. are parties to an Incentive Agreement effective June 3, 2020 (the “Incentive Agreement”) concerning the modernization and expansion of HME, INC. (as defined in the Incentive Agreement); and

**WHEREAS**, HME, INC. has completed the full Capital Investment (as defined in the Incentive Agreement) of \$6,000,000 contemplated by the Incentive Agreement; and

**WHEREAS**, Go Topeka has paid all of the incentive payments under the Incentive Agreement to HME, INC. in the amount of Twelve Thousand Dollars (\$12,000) associated with the previously mentioned Capital Investment; and

**WHEREAS**, HME, INC. is contemplating potential additional Capital Investments with respect to its Topeka Facility of up to Fifteen Million (\$15,000,000) Dollars; and

**WHEREAS**, GO Topeka desires to assist and promote HME, INC. by offering up to Sixty Thousand Dollars (\$60,000) in additional Investment Incentives (as defined in the Incentive Agreement); and

**WHEREAS**, the parties wish to amend the Investment Agreement to reflect the foregoing and to make related changes, as further set forth herein.

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements expressed herein, the parties agree that the Incentive Agreement shall be amended as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Incentive Agreement.
2. **Amendments.**

(a) The third full paragraph of Section 1 “Local Employment Incentive” of the Incentive Agreement is hereby amended, effective as of the Amendment Effective Date, to correct a technical and calculation error. The third full paragraph shall be amended to read as follows:

“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 285 Full Time Employees employed by HME, INC. as of January 24, 2020.”

(b) Section 4 “Real Estate and Equipment Investment Incentive” of the Incentive Agreement is hereby amended, effective as of the Amendment Effective Date, to add the following additional paragraph:

“In addition to the Real Estate and Equipment Investment Incentive payments already paid to HME, INC. as contemplated by the preceding paragraph, GO Topeka shall pay an Additional Investment Incentive to HME, INC. for additional Capital Investment made by HME, INC. over and above the above previously funded Six Million Dollar (\$6,000,000.00) Capital Investments (the “Initial Capital Investments”), in accordance with the following provisions:

- Real Estate Investment Incentive. For each One Million Dollars (\$1,000,000.00) in expenditure for the purchase of real estate, including associated transaction costs, and/or for the construction or renovation of improvements thereon made by HME, INC. in Shawnee County, Kansas up to but not to exceed a total additional capital investment of Five Million Dollars (\$5,000,000.00), GO TOPEKA shall pay an incentive to HME, INC. of Eight Thousand Dollars (\$8,000.00). The aggregate of said additional real estate investment incentive shall not exceed Forty Thousand Dollars (\$40,000.00).
- Equipment Investment Incentive. For each One Million Dollars (\$1,000,000.00) in equipment investment made by HME, INC. in or related to equipment housed in its purchased and/or constructed or renovated real estate located in Shawnee County, Kansas up to, but not to exceed a total additional equipment investment of Ten Million Dollars (\$10,000,000.00) GO Topeka shall pay an equipment investment incentive to HME, INC. of Two Thousand Dollars (\$2,000.00). The aggregate of said additional

equipment investment incentive shall not exceed Twenty Thousand Dollars (\$20,000.00).

- To be eligible for the Additional Investment Incentive, the additional Capital Investments must be made by HME, INC. between June 9, 2021 and December 31, 2025. The Additional Investment Incentive shall be subject to the terms of this Agreement applicable to the Investment Incentive.”

3. **Effect as to Agreement.** No changes or amendments other than those set forth in Section 2 above are effected hereby. All other terms and provisions of the Incentive Agreement not affected by the revisions stated above shall continue in full force and effect.

4. **Entire Agreement.** This Amendment, together with the Incentive Agreement, and the documents referred to therein, contains the entire agreement made by the parties hereto as to the subject matter hereof, superseding any and all previous representations, warranties or agreements, oral or written, relating thereto.

5. **Amendment.** This Amendment may be varied only by a written instrument signed by the duly authorized representatives of each party.

6. **Captions.** The captions that appear in this Amendment have been inserted for the convenience of the reader and do not limit or in any other way affect the meaning of its terms and conditions.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party’s authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

9. **Public Event.** HME, INC. and GO Topeka will use reasonable efforts acting in good faith, to agree upon a mutually acceptable date, time, and agenda for, and if agreed will participate in a public event in Shawnee County, Kansas. Such event would include general

recognition of GO Topeka's involvement, including but not limited to the payment of the Additional Investment Incentive.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives hereunto duly authorized to execute this Amendment as of the Amendment Effective Date.

HME, INC.

2828 NW Button Rd

Topeka, KS 66618

By: 

Printed Name: Angela Dyal

Title: Controller

**GROWTH ORGANIZATION OF  
TOPEKA/SHAWNEE  
COUNTY, INC.**

By: 

Printed Name: Molly Howey

Title: President, GO Topeka