

## AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the "Amendment") is effective as of May 13th (the "Amendment Effective Date") and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. ("GO Topeka") and TOPEKA FOUNDRY;

**WHEREAS**, TOPEKA FOUNDRY 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 TOPEKA FOUNDRY are parties to an Incentive Agreement effective May 26, 2020 (the "Incentive Agreement") concerning the modernization and expansion of TOPEKA FOUNDRY (as defined in the Incentive Agreement); and

**WHEREAS**, TOPEKA FOUNDRY has completed the full Capital Investment (as defined in the Incentive Agreement) of Five Million Dollars (\$5,000,000) contemplated by the Incentive Agreement; and

**WHEREAS**, GO Topeka has paid all of the incentive payments under the Incentive Agreement to TOPEKA FOUNDRY in the amount of Ten Thousand Dollars (\$10,000) associated with the previously mentioned Capital Investment; and

**WHEREAS**, TOPEKA FOUNDRY is contemplating potential additional Capital Investments with respect to its Topeka facility of up to Five Million Dollars (\$5,000,000); and

**WHEREAS**, GO Topeka desires to assist and promote TOPEKA FOUNDRY by offering up to Ten Thousand Dollars (\$10,000) in additional Investment Incentives (as defined in the Incentive Agreement); and

**WHEREAS**, the parties wish to amend the Incentive 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) 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 TOPEKA FOUNDRY as contemplated by the preceding paragraph, GO Topeka shall pay an Additional Investment Incentive to TOPEKA FOUNDRY for additional Capital Investment made by TOPEKA FOUNDRY over and above the previously incented Five Million Dollar (\$5,000,000.00) Capital Investments (the “Initial Capital Investments”), in accordance with the following provisions:

- TOPEKA FOUNDRY may earn an incentive of One Thousand Dollars (\$1,000) for each Five Hundred Thousand Dollars (\$500,000) in capital investment with the maximum incentive being Ten Thousand Dollars (\$10,000) which equates to Five Million Dollars (\$5,000,000) in capital investment.
- Capital investment shall include the costs to improve (construct/renovate) property located in Shawnee County associated with expansion of TOPEKA FOUNDRY and the purchase of equipment to be utilized at such property.
- To be eligible for the Additional Investment Incentive, the additional Capital Investments must be made by TOPEKA FOUNDRY between May 13, 2022 and December 31, 2024. 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.

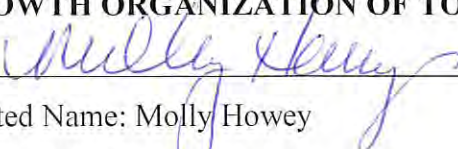
8. **Electronic Signature.** The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. 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.** TOPEKA FOUNDRY 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 TOPEKA FOUNDRY' expansion and GO Topeka's involvement and assistance.

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

TOPEKA FOUNDRY  
300 SW Jackson Street  
Topeka, KS 66603

By:   
Printed Name: Angela Ayala  
Title: Controller

**GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**  
By:   
Printed Name: Molly Howey  
Title: President, GO Topeka