

AMENDMENT NO. 2 TO INCENTIVE AGREEMENT

This Amendment No. 2 to Incentive Agreement (the “Amendment No. 2”) is effective as of May 10th, 2023 (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and GLOBAL GRAIN (“Business”);

WHEREAS, Business 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 GLOBAL GRAIN are parties to an Incentive Agreement effective September 12, 2018 (the “Agreement”) and Amendment No. 1 to Incentive Agreement effective September 14, 2022 (the “Amendment No. 1”) concerning the expansion of Business (as defined in the Agreement) in Topeka/Shawnee County; and

WHEREAS, Business is experiencing faster than anticipated growth; and

WHEREAS, Business is contemplating six (6) additional new employment positions beyond the amount considered in the Agreement; and

WHEREAS, Business has completed the full capital investment (as defined in the Incentive Agreement) of Five Million Dollars (\$5,000,000) contemplated by the Agreement; and

WHEREAS, GO Topeka has paid all of the incentive payments under the Agreement to Business in the amount of Ten Thousand Dollars (\$10,000) associated with the previously mentioned capital investment; and

WHEREAS, Business is contemplating additional capital investments with respect to its Topeka facility of up to Seven Hundred Twenty-Five Thousand dollars (\$725,000); and

WHEREAS, GO Topeka desires to assist and promote Business by offering up to Forty-Five Thousand Four Hundred (\$45,400) in additional employment, capital investment and training incentives; and

WHEREAS, the parties wish to amend the 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 Agreement.

2. **Amendments.**

(a) Section 1 "Local Employment Incentive" of the Agreement is hereby amended, effective as of the Amendment Effective Date, to add the following additional paragraph:

"In addition to the maximum aggregate employment incentive of One Hundred Five Thousand Six Hundred Dollars (\$105,600), GO Topeka shall pay an additional Thirty-Six Thousand (\$36,000) in employment incentives to Business for new Full Time Employment Positions created and maintained by Business as outlined in Section 1 "Local Employment Incentive" of the Agreement."

(b) The Agreement is hereby amended to add the following Sections:

"7. Employee Training Incentive. Business may earn an Employee Training Incentive in an amount not to exceed Six Thousand Dollars (\$6,000.00) (the "Employee Training Incentive"). Business 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 six (6), created by Business between October 11, 2022 – December 31, 2027.

Upon earning an Employee Training Incentive, GO Topeka shall reimburse Business for verifiable training costs including, but not limited to, tuition, registration fees, computer software for in-house training and other direct training costs incurred by Business from October 11, 2022 to December 31, 2027 in accordance with the following provisions.

An Employee Training Incentive payment may be made to Business starting in 2023 for training costs incurred by any full time employee (new or existing) at Business 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 Employee Training Incentive available in 2023 will be based on net new Full Time Employment Positions created by Business between

October 11, 2022 – December 31, 2022. For example, if Business created two (2) net new Full Time Employment Positions between October 11, 2022 – December 31, 2022, Business could receive a reimbursement of up to Two Thousand dollars (\$2,000) in 2023 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 Business for wages paid to an employee while they are in training or incidental costs associated with training such as travel expenses, meals, and lodging.

8. Real Estate and Equipment Investment Incentive. In addition to the capital investment incentive payment already paid to Business as contemplated on page 4 of the Agreement, GO Topeka shall pay an additional Real Estate and Equipment Investment Incentive to Business for additional investment made by Business 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:

- For each One Hundred Sixty-Two Thousand Dollars (\$162,500.00) in expenditure made by Business for the improvement of real estate located at 3610 NW 16th in Shawnee County, Kansas, GO TOPEKA shall pay an incentive to Business of One Thousand Three Hundred Dollars (\$1,300.00) (the "Real Estate Investment Incentive"). The aggregate of said real estate investment incentive payments shall not exceed Two Thousand Six Hundred Dollars (\$2,600.00). Business's real estate investment in Shawnee County is expected to be Three Hundred Twenty-Five Thousand Dollars (\$325,000.00).
- For each Two Hundred Thousand Dollars (\$200,000.00) in expenditure made by Business for the purchase of equipment to be installed/housed at 3610 NW 16th in Shawnee County, Kansas, GO TOPEKA shall pay an incentive to Business of Four Hundred Dollars (\$400.00) (the "Equipment Investment Incentive"). The aggregate of said equipment investment incentive payments shall not exceed Eight Hundred Dollars (\$800.00). Business's equipment investment in Shawnee County is expected to be Four Hundred Thousand Dollars (\$400,000.00).

- Real Estate and Equipment Investment incentive payments shall be made to Business upon GO Topeka’s receipt of documentary evidence showing the improvement of its real estate and/or the purchase of equipment.
- To be eligible for the additional Real Estate and Equipment Investment Incentive, as contemplated by this Section 8, the additional capital investments must be made by Business between October 11, 2022 and December 31, 2027.”

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

4. **Entire Agreement.** This Amendment No. 2, together with the Agreement and Amendment No. 1, 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.** GLOBAL GRAIN 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 Business's 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.

GLOBAL GRAIN

Address

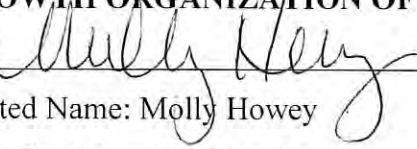
City, State, Zip

By:  _____

Printed Name: Ryan Braxton

Title: Managing Partner

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By:  _____

Printed Name: Molly Howey

Title: President, GO Topeka

