

AMENDMENT NO. 1 TO INCENTIVE AGREEMENT

This Amendment No. 1 to Incentive Agreement (the “Amendment No. 1”) is effective as of September 13th (the “Amendment Effective Date”) and is entered into by and between Growth Organization of Topeka/Shawnee County, Inc. (“GO Topeka”) and Polo Custom Products (sometime referred to as “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 Polo Custom Products are parties to an Incentive Agreement effective July 31, 2021 (the “Agreement”) 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 training One Hundred Forty (140) additional incarcerated individuals beyond the amount considered in the Agreement; and

WHEREAS, Business has trained at least Sixty (60) incarcerated individuals; and

WHEREAS, Business has earned the full Incarcerated Employee Training Incentive of Sixty Thousand Dollars (\$60,000) as defined by the Agreement; and

WHEREAS, GO Topeka desires to assist and promote Business by offering up to One Hundred Forty Thousand Dollars (\$140,000) in additional 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) The fourth full paragraph of Section 1 “Local Employment Incentive” of the Agreement is hereby amended, effective as of the Amendment Effective Date, to correct a technical and calculation error. The fourth full paragraph shall be amended to read as follows:

“Only new Shawnee County based 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 Twenty-Three (23) Shawnee County based Full Time Employees employed by Polo Custom Products as of July 31, 2021. To qualify for the Employment Incentive, the Full Time Employment Positions must commence on or after July 31, 2021 and be hired and receiving compensation by December 31, 2026.”

(b) Section 3 “Employee Training Incentive” of the Agreement is hereby amended, effective as of the Amendment Effective Date, to add the following additional paragraph:

“In addition to the Incarcerated Employee Training Incentive already earned by Polo Custom Products as contemplated by this section, Business may earn Additional Incarcerated Employee Training Incentive of up to One Hundred Forty Thousand Dollars (\$140,000) over and above the previously funded Sixty Thousand Dollars (\$60,000). To be eligible for the Additional Incarcerated Employee Training Incentive, the individuals must be trained between January 27, 2023 and December 31, 2026 and verifiable training costs must be incurred from January 27, 2023 to December 31, 2026. The Additional Incarcerated Employee Training Incentive shall be subject to the terms of this Agreement applicable to the Incarcerated Employee Training Incentive.”

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

4. **Entire Agreement.** The Incentive Agreement effective July 31, 2021 as amended by this Amendment No. 1, and the documents referred to herein, contain 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.** Polo Custom Products 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.

POLO CUSTOM PRODUCTS

3601 SW 29th Street

Topeka, KS 66614

By: Alan Frost

Printed Name: Alan Frost

Title: VP HR & Corp Dev.

GROWTH ORGANIZATION/OF TOPEKA/SHAWNEE COUNTY, INC.

By: Molly Howey

Printed Name: Molly Howey

Title: President, GO Topeka