

INCENTIVE AGREEMENT

This Incentive Agreement (this “Agreement”) is made effective as of December 10th, 2025 (the “Effective Date”), and is entered into between the following parties:

GO TOPEKA: GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

719 S. Kansas Ave., Suite 100
Topeka, KS 66603
Phone: (785) 234-2644
Fax: (785) 234-8656
Contact Person/Title: Rhiannon Friedman, President, GO Topeka

BIG HEART PET BRANDS, INC.

Big Heart Pet Brands, Inc.
One Strawberry Lane
Orrville, Ohio 44667
Contact Person/Title: Christine Herrera, Vice President and Treasurer

WHEREAS, BIG HEART PET BRANDS, INC. is a corporation that is in good standing and qualified to do business under the laws of the state of Kansas; and

WHEREAS, BIG HEART PET BRANDS, INC. is contemplating investing approximately Twenty Million Five Hundred Thousand Dollars (\$20,500,000) to construct improvements and equip additional production space in Shawnee County, Kansas; and

WHEREAS, GO TOPEKA desires to assist and promote BIG HEART PET BRANDS, INC. by offering up to Three Hundred Eighty-Three Thousand Dollars (\$383,000) in investment incentives; and

WHEREAS, BIG HEART PET BRANDS, INC. 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. **Real Estate and Equipment Investment Incentive.** For each One Million Dollars (\$1,000,000) in expenditure made by BIG HEART PET BRANDS, INC. between December 10th, 2025 and December 9th, 2030 for the improvement of its real property located at 2200 NW Brickyard Road, Topeka in Shawnee County, Kansas GO TOPEKA shall pay an incentive to BIG HEART PET BRANDS, INC. of Twenty Thousand Dollars (\$20,000) (The “Real Estate Investment Incentive”). The aggregate of said real estate investment incentive payments shall not exceed Three Hundred Fifty-Six Thousand Dollars (\$356,000). BIG HEART PET BRANDS, INC.’s investment in its real property in Shawnee County is expected to be Seventeen Million Eight Hundred Thousand Dollars (\$17,800,000). GO Topeka shall make all reasonable efforts to complete payment(s) of the Real Estate Incentive within sixty (60) days of the receipt of sufficient documentary evidence showing the investment and improvement (construction/remodel) in the real property.

For each One Million Dollars (\$1,000,000) in expenditure made by BIG HEART PET BRANDS, INC. between December 10th, 2025 and December 9th, 2030 for the purchase of equipment to be housed at its real estate located in Shawnee County, Kansas GO TOPEKA shall pay an incentive to BIG HEART PET BRANDS, INC. of Ten Thousand Dollars (\$10,000) (The “Equipment Investment Incentive”). The aggregate of said equipment investment incentive payments shall not exceed Twenty-Seven Thousand Dollars (\$27,000). BIG HEART PET BRANDS, INC.’s investment in its equipment is expected to be Two Million Seven Hundred Thousand Dollars (\$2,700,000). GO Topeka shall make all reasonable efforts to complete payment(s) of the Equipment Investment Incentive within sixty (60) days of the receipt of sufficient documentary evidence showing the purchase of said equipment.

2. **Use of Funds.** The funds received by BIG HEART PET BRANDS, INC. pursuant to this Agreement, shall be used for the purpose of purchasing and improving real estate and equipment in Shawnee County, Kansas. BIG HEART PET BRANDS, INC. agrees to make every reasonable effort to include, in any bidding process, qualified Shawnee County, Kansas based contractors, subcontractors and vendors for construction of its facility and the purchase or procurement of machinery and equipment to be installed in its facility.

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. Time is of the essence of this Agreement. BIG HEART PET BRANDS, INC. agrees to provide written documentation demonstrating proof that the Company has commenced performance within two (2) years of the Effective Date of this Agreement. This documentation must be submitted regardless of whether any qualifying performance activity has occurred. In the event no such activity has taken place, BIG HEART PET BRANDS, INC. shall submit a written statement within sixty (60) days after the second anniversary of the Effective Date, affirming that no qualifying performance has been achieved during the period. In the event no qualifying performance has taken place and no written statement affirming no qualifying performance has been submitted, BIG HEART PET BRANDS, INC. will be in default of this Agreement. In the event of such default, no additional incentive payments will be made under this Agreement and no application for future incentives will be considered until the termination of the original term established in this Agreement.

b. BIG HEART PET BRANDS, INC. shall provide prompt notice to GO TOPEKA of any material change in BIG HEART PET BRANDS, INC.'s ownership, control or management, including issues of insolvency or bankruptcy, or other material changes that could reasonably result in a default by BIG HEART PET BRANDS, INC. under any agreement to which it is a party related to the matters set forth herein. Such notice shall be provided in advance to the extent practicable and legally permissible, it being understood that where prior notice is not provided in advance, it shall be provided as soon as reasonably possible thereafter.

c. BIG HEART PET BRANDS, INC. agrees to participate in a public event with GO TOPEKA in Shawnee County, Kansas, celebrating the capital investment 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. 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.

g. This Agreement shall bind and inure to the benefit of the parties to this Agreement, their heirs, legal representatives, assignees, transferors and successors.

h. 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.

i. 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.

j. The parties acknowledge and agree that BIG HEART PET BRANDS, INC. shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder, without the prior written approval of GO TOPEKA, unless such transfers are made to an affiliated entity.

k. Sarbanes-Oxley and similar legislation may have application to, or affect the accounting for, this Agreement by BIG HEART PET BRANDS, INC..

l. GO TOPEKA makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.

m. 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 BIG HEART PET BRANDS, INC. advance notice of any reduction of funds when practical. BIG HEART PET BRANDS, INC. 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 BIG HEART PET BRANDS, INC.. 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 BIG HEART PET BRANDS, INC. waives and releases any rights, causes of action or claims it may have should such insufficiency of funds occur.

n. In carrying out the terms and provisions of this agreement, BIG HEART PET BRANDS, INC. 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.


o. 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.

p. 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.

q. The parties agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to affect 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.

"BIG HEART PET BRANDS, INC."

By: 

Christine Herrera, Vice President, Tax and Treasurer

"GO TOPEKA"
GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

By: 

Rhiannon Friedman, President