UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 6, 2026

MGP Ingredients, Inc.
(Exact name of registrant as specified in its charter)

Kansas	**0-17196**	**45-4082531**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Cray Business Plaza
100 Commercial Street
Box 130
Atchison, Kansas 66002
(Address of principal executive offices) (Zip Code)

(913) 367-1480
(Registrant’s telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Common Stock, no par value	MGPI	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On August 6, 2026, MGP Ingredients, Inc. (the "Company") entered into an Amendment No. 2 to Amended and Restated Credit Agreement ("Amendment No. 2") with Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent"), the other loan parties party thereto, and the lenders party thereto. Amendment No. 2 amended the Amended and Restated Credit Agreement, dated February 14, 2020 among the Company, as borrower, Wells Fargo Bank, National Association, as Administrative Agent, swingline lender and issuing lender, and the other lenders and parties thereto (as amended, including by Amendment No. 2, the "A&R Credit Agreement").

Pursuant to Amendment No. 2, the definition of Consolidated EBITDA was modified to permit the Company to add back, for any period on or prior to December 31, 2027, aggregate losses up to $20,000,000 related to accounts receivable from specific customers, subject to disclosure of such customers in writing to the Administrative Agent. In the event any receivables added back pursuant to this provision are recovered, such receivables must then be deducted from Consolidated EBITDA. As a result of Amendment No. 2, such uncollected receivables will not negatively impact the calculation of the financial covenants which the Company must comply with under the A&R Credit Agreement, including (i) a consolidated fixed charge coverage ratio covenant of not less than 1.25 to 1.00 and (ii) a consolidated net leverage ratio covenant of no greater than 4.00 to 1.00, as may be increased to 4.50 to 1.00 in any fiscal quarter in which a permitted acquisition is consummated and for the three consecutive fiscal quarters thereafter (such increase, an "Elevated Ratio Period"). The Company has exercised its option for an Elevated Ratio Period, commencing with the fiscal quarter ended June 30, 2026 and for the three fiscal quarters thereafter, in connection with the earnout obligations for the acquisition of Penelope Bourbon LLC.

In connection with Amendment No. 2, the Company entered into an Eighth Amendment to Note Purchase and Private Shelf Agreement (the "Eighth Amendment," and together with Amendment No. 2, the "Amendments"), dated August 6, 2026, among the Company, PGIM, Inc., and certain of its affiliates as noteholders. The Eighth Amendment amended the Note Purchase and Private Shelf Agreement, dated August 23, 2017 among the Company, as issuer, PGIM, Inc. and certain of its affiliates as noteholders. The Eighth Amendment incorporated conforming changes to the definition of Consolidated EBITDA in Amendment No. 2 for the purposes described above.

The Company undertook the Amendments described above as precautionary measures. The Company continues to believe that the third fiscal quarter of 2026 will represent its peak leverage, after which it expects leverage to decline. The Amendments were supported by the full participation of the banking group.

Forward-Looking Statements

The foregoing descriptions of Amendment No. 2 and the Eighth Amendment do not purport to be complete and are qualified in their entirety by reference to the full texts of Amendment No. 2 and the Eighth Amendment, which are filed as Exhibit 10.1 and 10.2 hereto, respectively, and are incorporated herein by reference.

This Current Report may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including without limitation, statements about the Company's expected leverage levels, anticipated timing of peak leverage, the collectability of certain receivables, and the expected impact of the amendments to the Company's credit facilities that are identified by the words "believe" and "expect." These forward-looking statements reflect management's current beliefs and estimates of future economic circumstances, industry conditions, Company performance, and Company financial results and financial condition and are not guarantees of future performance. All forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially. Factors that could cause actual results to differ materially from our expectations include without limitation, the Company's inability to collect receivables; an inability to achieve expected improvements in the Company's leverage position; unanticipated costs or events arising from or in connection with the Amendments; changes in the Company's relationships with its lenders or the terms of its credit facilities; and general economic, market, or business conditions that may affect the Company's liquidity, financial condition, or ability to service its indebtedness.

For further information on these and other risks and uncertainties that may affect the Company's business, see the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of the Company's most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q filed with the SEC, as well as the Company's other SEC filings. The Company undertakes no obligation to update any forward-looking statements made in this Current Report to reflect future events or developments, except as required by law.

Because it is not possible to predict or identify all such factors, this list cannot be considered a complete set of all potential risks or uncertainties.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Amendment No. 2 to Amended and Restated Credit Agreement, dated August 6, 2026, among MGP Ingredients, Inc., Wells Fargo Bank, National Association, as Administrative Agent, the other loan parties party thereto and the lenders party thereto.
10.2	Eighth Amendment to Note Purchase and Private Shelf Agreement, dated August 6, 2026, among MGP Ingredients, Inc., PGIM, Inc. and certain noteholders affiliated with PGIM, Inc.
104	The cover page from this Current Report on Form 8-K, formatted in iXBRL (Inline Extensible Business Reporting Language)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MGP INGREDIENTS, INC.		
Date: August 7, 2026	By:	/s/ Brandon M. Gall
		Brandon M. Gall, Chief Financial Officer

AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT

This AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT dated as of August 6, 2026 (this "Amendment"), is among MGP INGREDIENTS, INC. a Kansas corporation (the "Borrower"), EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWER (each a "Guarantor" and collectively, the "Guarantors"), WELLS FARGO BANK, NATIONAL ASSOCIATION as Administrative Agent (in such capacity, the "Administrative Agent") and the Lenders (as defined below) party hereto.

RECITALS:

A. The Borrower, the Administrative Agent and the lenders from time to time party thereto (the "Lenders") have entered into an Amended and Restated Credit Agreement dated as of April 24, 2025, as further amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement dated as of February 20, 2026 (as in effect on the date hereof, the "Existing Credit Agreement"; and the Existing Credit Agreement as amended by this Amendment, the "Credit Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

B. The Borrower has requested that the Administrative Agent and Lenders amend certain provisions of the Existing Credit Agreement.

C. Subject to the terms and conditions set forth below, the Administrative Agent and Lenders party hereto are willing to so amend the Existing Credit Agreement.

In furtherance of the foregoing, the parties agree as follows:

Section 1. AMENDMENTS. Subject to the covenants, terms and conditions set forth herein and in reliance upon the representations and warranties set forth herein and in the documents delivered in connection herewith, on the Amendment Effective Date (as defined below), the parties hereto acknowledge and agree that:

(a) The following definitions in Section 1.1 of the Existing Credit Agreement are hereby amended to (i) delete the red or green stricken text (indicated textually in the same manner as the following examples: ~~stricken text~~ and ~~stricken text~~) and (ii) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text) as set forth below:

"Consolidated EBITDA" means, for the Consolidated Group for any period, the sum of (a) Consolidated Net Income for such period, plus (b) to the extent deducted in arriving at Consolidated Net Income for such period, (i) income taxes (whether federal, state, local or otherwise), (ii) Consolidated Interest Expense, (iii) depreciation and amortization determined on a consolidated basis in accordance with GAAP for such period, (iv) non-cash charges for earn-outs and other similar contingent consideration payments in connection with Acquisitions, ~~and~~ (v) other non-cash charges (except to the extent that such non-cash charges are reserved for cash charges to be taken in the future), and (vi) for any period ending on or prior to December 31, 2027, up to $20,000,000 in the aggregate of losses for amounts owed, but not paid, to a member of the Consolidated Group related to any accounts receivable from certain customers of the Consolidated Group identified to the Administrative Agent in writing prior to July 29, 2026, minus (c) the sum of (i) to the extent any amounts previously added-back pursuant to clause (b)(vi) above are recovered, such recovered amounts, and (ii) to the extent included in determining Consolidated Net Income for such period, non-cash gains or non-cash items increasing Consolidated Net Income.

(b) Exhibit F (Form of Compliance Certificate) to the Existing Credit Agreement is hereby amended and restated in its entirety as set forth as Annex A hereto.

The amendments to the Existing Credit Agreement are limited to the extent specifically described herein and no other terms, covenants or provisions of the Existing Credit Agreement or any other Loan Document are intended to be affected hereby.

Section 2. CONDITIONS PRECEDENT. The parties hereto agree that the amendments set forth in Section 1 above shall not be effective until the satisfaction of each of the following conditions precedent (the date on which such conditions are satisfied, the "Amendment Effective Date"):

(a) **Documentation.** The Administrative Agent's receipt of (i) a counterpart of this Amendment, duly executed and delivered by the Borrower, the Guarantors, and the Required Lenders and (ii) a satisfactory corresponding amendment with respect to the Senior Note Purchase Agreement; and

(b) **Fees and Expenses.** All reasonable and documented fees and expenses of counsel to the Administrative Agent estimated to date shall have been paid in full to the extent invoiced in writing and delivered to the Borrower prior to the Amendment Effective Date (without prejudice to final settling of accounts for such fees and expenses payable pursuant to Section 11.3 of the Credit Agreement).

Without limiting the generality of the provisions of the last paragraph of Section 10.3 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment Effective Date specifying its objection thereto.

Section 3. REPRESENTATIONS AND WARRANTIES.

(a) In order to induce the Administrative Agent and the Lenders party hereto to enter into this Amendment, each Loan Party represents and warrants to the Administrative Agent and the Lenders as follows:

(i) The representations and warranties made by the Loan Parties in Article VI of the Credit Agreement are true and correct in all material respects (except to the extent already subject to a materiality standard in which case such representation or warranty shall be true and correct in all respects) on and as of the date hereof with the same effect as if made on and as of such date, except that (x) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except to the extent already subject to a materiality standard in which case such representation or warranty shall be true and correct in all respects) as of such earlier date and (y) the representations and warranties contained in Section 6.5 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Sections 7.3(a) and (b) of the Credit Agreement, respectively.

(ii) Since December 31, 2024, no act, event, condition or circumstance has occurred or arisen which, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(iii) No Default or Event of Default has occurred and is continuing or will exist after giving effect to this Amendment.

(b) In order to induce the Administrative Agent and the Lenders party hereto to enter into this Amendment, the Borrower and each Guarantor represents and warrants to the Administrative Agent and the Lenders that (i) it has the corporate or limited liability company power and authority to execute and deliver this Amendment and the Borrower has the power and authority to perform this Amendment, (ii) it has taken all necessary corporate or limited liability company action to authorize the execution, delivery and performance of this Amendment, (iii) this Amendment has been duly executed and delivered on behalf of such Loan Party, and (iv) this Amendment constitutes a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 4. MISCELLANEOUS.

(a) **Ratification and Confirmation of Loan Documents.** Each of the Borrower and each Guarantor hereby consents, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Loan Documents to which such Person is a party (including without limitation, with respect to each Guarantor, the continuation of its payment and performance obligations under the Guaranty Agreement upon and after the effectiveness of the amendments contemplated hereby and, with respect to both the Borrower and each Guarantor, the continuation and extension of the liens granted under the Security Documents to secure the Obligations).

(b) **Fees and Expenses.** The Borrower hereby reconfirms its obligations pursuant to Section 11.3 of the Credit Agreement to pay and reimburse the Administrative Agent in accordance with the terms thereof.

(c) **Headings.** Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

(d) **Governing Law; Waiver of Jury Trial.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York, and shall be further subject to the provisions of Sections 11.5 and 11.6 of the Credit Agreement.

(e) **Counterparts.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission (including .pdf file) shall be effective as delivery of a manually executed counterpart hereof. The execution and delivery of this Amendment shall be deemed to include electronic signatures on electronic platforms approved by the Administrative Agent, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic

Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof.

(f) **Entire Agreement.** This Amendment, together with all the Loan Documents (collectively, the "Relevant Documents"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise except in a writing signed by the Administrative Agent and requisite Lenders for such purpose.

(g) **Enforceability.** Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

(h) **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the Borrower, each Guarantor, the Administrative Agent, the Lenders and their respective successors and assigns (subject to Section 11.9 of the Credit Agreement).

[Remainder of page intentionally left blank; signature pages follow]

The following parties have caused this Amendment to be executed as of the date first written above.

BORROWER:

MGP INGREDIENTS, INC., a Kansas corporation

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

GUARANTORS:

MGPI PROCESSING, INC., a Kansas corporation

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

MGPI PIPELINE, INC., a Kansas corporation
By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

MGPI OF INDIANA, LLC, a Delaware limited liability company

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

LMX, LLC, a Nevada limited liability company

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

LUXCO, INC., a Missouri corporation

By: /s/ Brandon Gall

Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

<u>ADMINISTRATIVE AGENT, ISSUING LENDER AND LENDERS</u>:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: <u>/s/ Ken Washington</u>
Name: Ken Washington
Title: Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Swingline Lender, Issuing Lender and a Lender

By: /s/ Ken Washington
Name: Ken Washington
Title: Senior Vice President

BANK OF AMERICA, N.A., as a Lender

By: __/s/ Aaron VanVleet________
Name: Aaron VanVleet
Title: AVP

TRUIST BANK, as a Lender

By: /s/ John P. Wofford
Name: John P. Wofford
Title: Authorized Officer

COMPEER FINANCIAL, PCA, as a Lender

By: /s/ Daniel J. Best
Name: Daniel J. Best
Title: Director, Capital Markets

COBANK, ACB, as a Lender

By: __/s/ Natalya Rivkin________
Name: Natalya Rivkin
Title: Managing Director

AGFIRST FARM CREDIT BANK, as a Lender

By: /s/ Creighton Culvern
Name: Creighton Culvern
Title: AVP - Capital Markets

FARM CREDIT SERVICES OF AMERICA, PCA, as a Lender

By: __/s/ Lisa Caswell________
Name: Lisa Caswell
Title: Managing Director - Capital Markets

FARM CREDIT MID-AMERICA, PCA, as a Lender

By: /s/ Angela Adams
Name: Angela Adams
Title: Portfolio Representative

GREENSTONE FARM CREDIT SERVICES, ACA, as a Lender

By: /s/ Curtis Flammini
Name: Curtis Flammini
Title: VP of Capital Markets Lending

Annex A

Exhibit F (Form of Compliance Certificate)

See attached.

EXHIBIT F

to

Amended and Restated Credit Agreement
dated as of April 24, 2025
by and among
MGP Ingredients, Inc.,
as Borrower,
the lenders from time to time party thereto,
as Lenders,
and
Wells Fargo Bank, National Association,
as Administrative Agent,
Swingline Lender and Issuing Lender

FORM OF COMPLIANCE CERTIFICATE

COMPLIANCE CERTIFICATE

Statement Date: _____________, 20___

To: Wells Fargo Bank, National Association, as Administrative Agent

The undersigned, a Responsible Officer of MGP Ingredients, Inc., a Kansas corporation (the "Borrower"), hereby certifies to the Administrative Agent and the Lenders, each as defined in the Credit Agreement referred to below, as follows:

1. This Compliance Certificate is delivered to you pursuant to Section 7.3(c) of the Amended and Restated Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the lenders from time to time party thereto, as Lenders, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender. Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Credit Agreement.

[Use following paragraph 2 for fiscal ***year-end*** *financial statements]*

2. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 7.3(a) of the Credit Agreement for the fiscal year of the Consolidated Group ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

[Use following paragraph 2 for fiscal ***quarter-end*** *financial statements]*

2. Attached hereto as Schedule 1 are the unaudited financial statements required by Section 7.3(b) of the Credit Agreement for the fiscal quarter of the Consolidated Group ended as of the above date. Such consolidated financial statements fairly present in all material respects the financial condition of the Consolidated Group on a consolidated basis as of their respective dates and the results of operations of the Consolidated Group for the respective periods then ended, subject to normal year end adjustments and the absence of footnotes.

3. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a reasonably detailed review of the transactions and condition (financial or otherwise) of the Borrower during the accounting period covered by the attached financial statements.

4. The review described in paragraph 3 above did not disclose, and I have no knowledge of, the existence of any Event of Default or Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Compliance Certificate **[, except, if such condition or event existed or exists, the below describes the nature and period of existence thereof and what action [the Borrower] has taken, is taking and proposes to take with respect thereto]**.

5. The financial covenant analyses and information set forth on Schedule 2 attached hereto are true and accurate on and as of the date of this Compliance Certificate.

6. Attached hereto as Schedule 3 is a list of all Subsidiaries that are Immaterial Subsidiaries as of the date of this certificate and calculations showing compliance with the definition of "Immaterial Subsidiary" and Section 7.9 of the Credit Agreement.

[7. Set forth on Schedule 4 are descriptions of Intellectual Property (as defined in the Security Agreement) of the Loan Parties registered with or for which an application for registration has been filed with the United States Patent and Trademark Office or the United States Copyright Office, in each case, during the period covered by this certificate.]

[8. Set forth on Schedule 5 is a description of any commercial tort claim where the amount of damages reasonably expected to be realized by the applicable Loan Party (as determined by the applicable Loan Party in good faith) in excess of $2,500,000 that has arisen during the period covered by this certificate.]

[9. Set forth on Schedule 6 is a description of any new locations at which Collateral with a fair market value in excess of $1,000,000 (other than Collateral (i) that is in transit in the ordinary course of business, (ii) out to a third party location for improvement, service or repair, (iii) that has been purchased in a transaction by the Loan Documents but has not yet been delivered to the applicable Loan Party or (iv) in the possession of a third party processor or held in a third party control state warehouse in the ordinary course of business) is located, which locations have been established during the period covered by this certificate.]

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate as of the day and year first written above.

MGP INGREDIENTS, INC.

By:__________
Name:
Title:

Schedule 1
to
Compliance Certificate

[See attached.]

Schedule 2
to
Compliance Certificate
CONSOLIDATED NET LEVERAGE RATIO EXHIBIT

I. Consolidated Funded Indebtedness: $_______________

II. Unrestricted Cash on such date in an aggregate amount not to exceed $50,000,000: $_______________

III. Consolidated EBITDA[1]:

(A) Consolidated Net Income $_______________
(B) + income taxes (whether federal, state, local or otherwise) $_______________
(C) + Consolidated Interest Expense $_______________
(D) + depreciation and amortization $_______________
(E) + non-cash charges for earn-outs and other similar contingent consideration payments in connection with Acquisitions $_______________
(F) + other non-cash charges (except to the extent that such non-cash charges are reserved for cash charges to be taken in the future) $_______________
(G) + for any period ending on or prior to December 31, 2027, up to $20,000,000 in the aggregate of losses for amounts owed, but not paid, to a member of the Consolidated Group related to any accounts receivable from certain customers of the Consolidated Group identified to the Administrative Agent in writing prior to July 29, 2026 $_______________
(H) - to the extent amounts previously added-back pursuant to clause (G) above are recovered, such recovered amounts: $_______________
(I) - non-cash gains or non-cash items increasing Consolidated Net Income $_______________
(J) = Consolidated EBITDA $_______________

Consolidated Net Leverage Ratio = (Line I – Line II) ÷ Line III(J): _____ to 1.00

[1] Consolidated EBITDA shall be calculated giving pro forma effect to any Material Acquisition and any Material Disposition that occurs during the applicable period as if such transaction occurred on the first day of such period in accordance with Section 1.9 of the Credit Agreement.

Maximum permitted Consolidated Net Leverage Ratio is: [4.00][2] to 1.00

The Applicable Margin is to be calculated at Tier ___.

		Applicable Margin		
Tier	**Consolidated Net Leverage Ratio**	**Adjusted Daily Simple SOFR/Adjusted Term SOFR Loans**	**Base Rate Loans**	**Commitment Fee**
I	Less than 2.00 to 1.00	1.000%	0.000%	0.150%
II	Greater than or equal to 2.00 to 1.00, but less than 2.50 to 1.00	1.250%	0.250%	0.175%
III	Greater than or equal to 2.50 to 1.00, but less than 3.00 to 1.00	1.500%	0.500%	0.200%
IV	Greater than or equal to 3.00 to 1.00, but less than 3.50 to 1.00	1.750%	0.750%	0.225%
V	Greater than or equal to 3.50 to 1.00	2.000%	1.000%	0.250%

[2] provided that (i) if the aggregate consideration (including any earn-out obligation, purchase price adjustment or other contingent consideration with respect to the Penelope Acquisition) paid in connection with any Permitted Acquisition or the Penelope Acquisition, when taken together with the aggregate consideration for any previous Permitted Acquisitions since the Closing Date (or, in the case of the second Elevated Ratio Period (as defined below) hereunder, since the end of the first Elevated Ratio Period), is in excess of $25,000,000, then the Borrower shall have the right to elect to increase the maximum permitted Consolidated Net Leverage Ratio required to be maintained by Section 8.1(a) of the Credit Agreement to 4.50 to 1.00, which such increase shall be applicable (i) with respect to any such Permitted Acquisition (A) that is not a Limited Condition Transaction, for the fiscal quarter in which such acquisition is consummated and the three (3) consecutive quarterly test periods thereafter or (B) that is a Limited Condition Transaction, for purposes of determining compliance with Section 8.1(a) of the Credit Agreement on the LCT Test Date, for the fiscal quarter in which such Permitted Acquisition is consummated and for the three (3) consecutive quarterly test periods after which such Permitted Acquisition is consummated and (ii) solely with respect to the Penelope Acquisition, for the fiscal quarter in which any earn-out obligation, purchase price adjustment or other contingent consideration is paid in connection therewith and the three (3) consecutive quarterly test periods thereafter (each such period, an "Elevated Ratio Period") so long as (A) there is at least one fiscal quarter end after the end of each Elevated Ratio Period at which the Consolidated Net Leverage Ratio is less than or equal to 4.00 to 1.00, (B) there shall be no more than one Elevated Ratio Period in effect at any given time, and (C) there shall be no more than two Elevated Ratio Periods after the Closing Date. Such election shall be made by the delivery of a written notice by the Borrower to the Administrative Agent making reference to Section 8.1(a) of the Credit Agreement and notifying the Administrative Agent of the Borrower's exercise of this right on or prior to the date of the actual or required delivery of a Compliance Certificate for the fiscal quarter in which such acquisition is consummated (or, solely with respect to the Penelope Acquisition, the payment of any earn-out obligation, purchase price adjustment or other contingent consideration paid in connection with the Penelope Acquisition) or, with respect to a Limited Condition Transaction, at the time of election by the Borrower with respect to such Limited Condition Transaction under Section 1.12 of the Credit Agreement.

CONSOLIDATED FIXED CHARGE COVERAGE RATIO EXHIBIT

I. Cash Flow Available to Pay Fixed Charges: $_______________

(A) Consolidated EBITDA (Line III(J) to Consolidated Leverage Ratio Exhibit) $_______________
(B) - dividends and distributions by the Borrower to its shareholders $_______________
(C) - income taxes (whether federal, state, local or otherwise) paid in cash $_______________
(D) - Maintenance Capital Expenditures $_______________
(E) - share repurchases or other acquisition or retirement of any of the Borrower's Equity Interests or any security convertible into or exchangeable for any of the Borrower's Equity Interests (other than Permitted Convertible Indebtedness and any early redemption of the 2021 Convertible Notes)[3] $_______________
(F) = Cash Flow Available to Pay Fixed Charges $_______________

II. Consolidated Fixed Charges: $_______________

(A) Consolidated Interest Expenses $_______________
(B) + scheduled principal payments of Consolidated Funded Indebtedness (other than Loans and any early redemption of the 2021 Convertible Notes) $_______________
(C) = Consolidated Fixed Charges $_______________

Consolidated Fixed Charge Coverage Ratio = Line I(F) ÷ Line II(C): _____ to 1.00

Minimum permitted Consolidated Fixed Charge Coverage Ratio is: 1.25 to 1.00

[3] provided that share repurchases and other acquisitions of stock of the Borrower or securities convertible therefor in an aggregate amount not to exceed $25,000,000 in any four consecutive fiscal quarter period shall be excluded from the amounts deducted pursuant to this Line (I)(E).

Schedule 3
to
Compliance Certificate

List of Immaterial Subsidiaries

Subsidiary	Assets of Subsidiary	Total Assets of Borrower and its Subsidiaries	% of Total Assets	Revenue of Subsidiary	Consolidated Revenue of Borrower and its Subsidiaries	% of Consolidated Revenue

[Schedule 4
to
Compliance Certificate

List of Intellectual Property]

[Schedule 5
to
Compliance Certificate

List of Material Commercial Tort Claims]

[Schedule 6
to
Compliance Certificate

List of New Locations]

EIGHTH AMENDMENT TO
NOTE PURCHASE AND PRIVATE SHELF AGREEMENT

This EIGHTH AMENDMENT TO NOTE PURCHASE AND PRIVATE SHELF AGREEMENT dated as of August 6, 2026 (this "Amendment"), is made by and among MGP Ingredients, Inc., a Kansas corporation (the "Company"), PGIM, Inc. ("Prudential"), and the holders of Notes (as defined in the below described Note Agreement) (the "Noteholders") listed on the signature pages hereto.

PRELIMINARY STATEMENTS:

(1) The Company, Prudential and the Noteholders are parties to a Note Purchase and Private Shelf Agreement dated as of August 23, 2017 (as amended by the First Amendment to Note Purchase and Private Shelf Agreement dated as of February 14, 2020, the Second Amendment to Note Purchase and Private Shelf Agreement dated as of September 30, 2020, the Third Amendment to Note Purchase and Private Shelf Agreement dated as of January 25, 2021, the Fourth Amendment to Note Purchase and Private Shelf Agreement dated as of May 14, 2021, the Fifth Amendment to Note Purchase and Private Shelf Agreement dated as of August 31, 2023, the Sixth Amendment to Note Purchase and Private Shelf Agreement dated as of April 24, 2025, and the Seventh Amendment to Note Purchase and Private Shelf Agreement dated as of February 20, 2026, the "Note Agreement"; *capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Note Agreement*); and

(2) The Company has requested, and Prudential and the Noteholders have agreed, to amend the Note Agreement as set forth in this Amendment in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. Amendment to Note Agreement. Subject to the terms and conditions set forth herein and in reliance upon the representations and warranties of the Company herein contained, the definition of Consolidated EBITDA in Schedule A (Defined Terms) attached to the Note Agreement is hereby restated in its entirety as follows:

> **"Consolidated EBITDA"** means, for the Consolidated Group for any period, the sum of (a) Consolidated Net Income for such period, *plus* (b) to the extent deducted in arriving at Consolidated Net Income for such period, (i) income taxes (whether federal, state, local or otherwise), (ii) Consolidated Interest Expense, (iii) depreciation and amortization determined on a consolidated basis in accordance with GAAP for such period, (iv) non-cash charges for earn-outs and other similar contingent consideration payments in connection with Acquisitions, (v) other non-cash charges (except to the extent that such non-cash charges are reserved for cash charges to be taken in the future), and (vi) for any period ending on or prior to December 31, 2027, up to $20,000,000 in the aggregate of losses for

amounts owed, but not paid, to a member of the Consolidated Group related to any accounts receivable from the two customers (and their subsidiaries) of the Consolidated Group identified to Prudential and the Noteholders in writing prior to July 29, 2026, *minus* (c) the sum of (i) to the extent any amounts previously added back pursuant to clause (b)(vi) above are recovered, such recovered amounts, and (ii) to the extent included in determining Consolidated Net Income for such period, non-cash gains or non-cash items increasing Consolidated Net Income.

SECTION 2. Conditions to Effectiveness. This Amendment shall become effective on and as of the date (the "Amendment Effective Date") on which Prudential and the Noteholders (or their counsel) shall have received the following, in each case which shall be in form and substance reasonably satisfactory to Prudential and the Noteholders:

(a) counterparts of this Amendment duly executed by the Company, Prudential and the Noteholders constituting the Required Holders;

(b) a written ratification in the form attached hereto, duly executed by each Guarantor, whereby each Guarantor ratifies, confirms and agrees that, following the effectiveness of this Amendment and the transactions contemplated hereunder, the Guaranty Agreement and each Guarantor's obligations thereunder shall remain in full force and effect;

(c) an executed copy of an amendment to the Credit Agreement, covering substantially the same matters as contained in this Amendment, duly executed and delivered by the parties thereto;

(d) such other documents and certificates as any Noteholder or its counsel may reasonably request relating to the organization, existence and good standing of the Company and the Guarantors, the authorization of this Amendment and any other legal matters relating to the Company or any Guarantor or the transactions contemplated hereby; and

(e) evidence that all fees and expenses of counsel to the Noteholders required to be paid by the Company in accordance with the terms of Section 15.1 of the Note Agreement and for which invoices have been presented to the Company at least two (2) Business Days prior to the anticipated closing date shall have been paid in full.

SECTION 3. Representations and Warranties. To induce Prudential and the Noteholders to enter into this Amendment, the Company hereby represents and warrants as follows:

(a) (i) this Amendment has been duly executed and delivered on behalf of the Company, (ii) the execution and delivery by the Company of, and the performance of its obligations under, this Amendment (A) have been duly authorized by all necessary corporate action on the part of the Company and (B) will not (I) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of the Company or any Subsidiary under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter or by-laws, shareholders agreement or any other agreement or instrument to which the Company or any Subsidiary is bound or by which the Company or any Subsidiary or any of their respective properties may be bound or affected (but excluding any Lien created pursuant to a Security Document), (II) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to the Company or any Subsidiary or (III) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to the Company or any Subsidiary, and (iii) this Amendment constitutes the legal valid and binding obligation of the Company in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(b) no consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Company of this Amendment;

(c) since December 31, 2025, there has been no event or circumstance that has had or would be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect;

(d) the representations and warranties made by the Company contained in the Note Agreement, and the representations and warranties made by each Note Party in each other Note Document, are true and correct on and as of the date hereof as though made as of the date hereof, except for such representations and warranties (i) as are by their express terms limited to a specific date, in which case such representations and warranties were true and correct as of such specific date, and (ii) as are no longer true and correct on the date hereof solely as a result of a transaction occurring after the Series A Closing Day and that was made in compliance with the provisions of the Note Agreement; and

(e) as of the date hereof, both before and immediately after giving effect to the terms of this Amendment, no Default or Event of Default has occurred and is continuing.

SECTION 4. Effect on the Note Agreement.

(a) Each Note Document, after giving effect to this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed, except that, on and after the effectiveness of this Amendment, each reference in each of the Note Documents to the Note Agreement or words of like import referring to the Note Agreement shall mean and be a reference to the Note Agreement after giving effect to this Amendment.

(b) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as an amendment, consent, modification or waiver of any term or condition of, or right, power or remedy of any Noteholder under, any of the Note Documents.

(c) Each party hereto hereby agrees that this Amendment shall be a "Note Document".

SECTION 5. Costs, Expenses. The Company agrees to pay all costs and expenses of the Noteholders in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the fees and expenses of counsel for the Noteholders) in accordance with the terms of Section 15.1 of the Note Agreement.

SECTION 6. Execution in Counterparts. This Amendment may be executed (including by electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system) in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment. The execution and delivery of this Amendment shall be deemed to include electronic signatures on electronic platforms approved by the Noteholders, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof.

SECTION 7. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their respective officers thereunto duly authorized, to be effective as of the Amendment Effective Date.

COMPANY:

MGP INGREDIENTS, INC.

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

PRUDENTIAL:

PGIM, Inc.

By: /s/ Jason Hartman
Vice President

NOTEHOLDERS:

PRUDENTIAL LEGACY INSURANCE COMPANY OF NEW JERSEY

By: PGIM, Inc., as investment manager

By: /s/ Jason Hartman
Vice President

THE PRUDENTIAL LIFE INSURANCE COMPANY, LTD.

By: PGIM Japan Co., Ltd., as Investment Manager

By: PGIM, Inc., as Sub-Adviser

By: /s/ Jason Hartman
Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: PGIM, Inc., as investment manager

By: /s/ Jason Hartman
Vice President

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: PGIM Private Placement Investors, L.P. (as Investment Advisor)

By: PGIM Private Placement Investors, Inc. (as its General Partner)

By: /s/ Jason Hartman
Vice President

Guarantor Ratification

Each of the undersigned hereby ratifies and affirms its obligations, and confirms its continued liability, under the Guaranty Agreement and each other Note Document to which it is a party, and agrees that the Guaranty Agreement and each other such Note Document is and shall remain in full force and effect in all respects after giving effect to the Eighth Amendment to Note Purchase and Private Shelf Agreement dated as of August 6, 2026 (the "Amendment"), by and among MGP Ingredients, Inc., a Kansas corporation, and the purchasers listed on the signature pages thereto (collectively, the "Noteholders"), and shall continue to exist and apply to all of the Guaranteed Obligations (as defined in the Guaranty Agreement), including as such Guaranteed Obligations may be increased as a result of the Amendment. The foregoing ratification and affirmation is in addition to and shall not limit, derogate from or otherwise affect any provisions of the Guaranty Agreement. From and after the effectiveness of the Amendment, each reference in the Guaranty Agreement and the other documents delivered in connection therewith, to the Note Agreement or words of like import referring to the Note Agreement shall mean and be a reference to the Note Agreement after giving effect to the Amendment. Capitalized terms not otherwise defined herein shall have the same meanings as used in the Amendment. Each party hereto hereby agrees that this Guarantor Ratification shall be a "Note Document".

This Guarantor Ratification may be executed (including by electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system) in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Guarantor Ratification by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Guarantor Ratification. The execution and delivery of this Guarantor Ratification shall be deemed to include electronic signatures on electronic platforms approved by the Noteholders, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that, upon the request of any party hereto or any Noteholder, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof.

THIS GUARANTOR RATIFICATION SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

[Signature Page Follows]

GUARANTORS:

MGPI PROCESSING, INC., a Kansas corporation

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

MGPI PIPELINE, INC., a Kansas corporation
By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

MGPI OF INDIANA, LLC, a Delaware limited liability company

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

LMX, LLC, a Nevada limited liability company

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer

LUXCO, INC., a Missouri corporation

By: /s/ Brandon Gall
Name: Brandon Gall
Title: Chief Financial Officer and Treasurer