

**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) **September 9, 2005**

MGP Ingredients, Inc.

(Exact name of registrant as specified in its charter)

KANSAS
(State or other jurisdiction
of incorporation)

0-17196
(Commission
File Number)

48-0531200
(IRS Employer
Identification No.)

**1300 Main 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))

Item 1.01. Entry into a Material Agreement

On September 9, 2005 the Company entered into a Third Amendment to Line of Credit Loan Agreement and a related Third Amended and Restated Line of Credit Note with Commerce Bank, N.A. The Third Amendment extended the maturity date of the Company's Line of Credit note to July 1, 2006.

Item 9.01. Financial Statements and Exhibits

- 4.1 Third Amendment to Line of Credit Loan Agreement dated as of September 9, 2005.
4.2 Third Amended and Restated Line of Credit Note

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: September 9, 2005

By: /s/ Brian Cahill
Brian Cahill
Vice President and Chief Financial Officer

2

INDEX TO EXHIBITS

- 4.1 Third Amendment to Line of Credit Loan Agreement dated as of September 9, 2005.
4.2 Third Amended and Restated Line of Credit Note

3

**THIRD AMENDMENT
TO
LINE OF CREDIT LOAN AGREEMENT**

THIS THIRD AMENDMENT TO LINE OF CREDIT LOAN AGREEMENT ("Third Amendment") is made effective as of September 9, 2005, by and between MGP INGREDIENTS, INC. ("Company") and COMMERCE BANK, N.A. ("Bank").

WHEREAS, Company and Bank entered into that certain Line of Credit Loan Agreement dated November 25, 2003, as amended pursuant to (i) that certain First Amendment to Line of Credit Loan Agreement dated September 17, 2004, and (ii) that certain Second Amendment to Line of Credit Loan Agreement dated as of November 30, 2004 (as previously amended, the "Loan Agreement"); and

WHEREAS, pursuant to the terms of the Loan Agreement, the Line of Credit matures on November 30, 2005, and all sums outstanding on such date shall become due and payable in full; and

WHEREAS, Company desires to extend the maturity of and amend the Line of Credit as hereinafter set forth.

NOW, THEREFORE, Company and Bank agree as follows:

1. Terms used herein, which are defined in the Loan Agreement, shall have the meanings given to them in the Loan Agreement.

2. The first sentence to Section 1.3 of the Loan Agreement is hereby amended to read in its entirety as follows:

The Line of Credit shall be evidenced by the Third Amended and Restated Line of Credit Note in form and substance acceptable to Bank (the "Line of Credit Note").

3. Section 1.4 of the Loan Agreement is hereby amended to read in its entirety as follows:

Upon the occurrence of an Event of Default as defined in Section 4.1, or on July 1, 2006, the outstanding principal balance of the Line of Credit Note together with all accrued interest shall become immediately due and payable in full.

4. Except to the extent specifically amended by this Third Amendment, the Loan Agreement shall remain in full force and effect.

5. **ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER) AND US**

(CREDITOR) FROM MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

6. This Third Amendment shall be governed by, and construed in accordance with, the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their respective officers as of the date written above.

MGP INGREDIENTS, INC.

By: /s/ Brian T. Cahill
Title: CFO

By: /s/ Ladd. M. Seaberg
Title: President and CEO

COMMERCE BANK, N.A.

By: /s/ Lance Holden
Title: Senior Vice President

THIRD AMENDED AND RESTATED LINE OF CREDIT NOTE

\$20,000,000
Maximum Amount and Interest

September 9, 2005
Kansas City, Missouri

FOR VALUE RECEIVED, the undersigned, MGP INGREDIENTS, INC., a Kansas corporation ("Borrower") hereby promises to pay to the order of Commerce Bank, N.A. ("Bank") at its offices in Kansas City, Missouri, the aggregate unpaid principal amount and accrued interest of all borrowings hereunder on July 1, 2006. The aggregate unpaid principal amount shall become immediately due and payable, without demand or further action on the part of Bank, upon the occurrence of an Event of Default as set forth in the Line of Credit Loan Agreement dated November 25, 2003, as amended pursuant to (i) that certain First Amendment to Line of Credit Loan Agreement dated September 17, 2004, by and between Borrower and Bank, (ii) that certain Second Amendment to Line of Credit Loan Agreement dated as of November 30, 2004, and (iii) that certain Third Amendment to Line of Credit Loan Agreement of even date herewith, by and between Borrower and Bank (as previously amended, the "Loan Agreement").

This Third Amended and Restated Line of Credit Note shall bear interest at the per annum rates as set forth in the Loan Agreement. Accrued interest shall be paid on the days provided therefor in the Loan Agreement, and upon the due date and payment (including prepayment) in full of the unpaid principal amount hereof. Accrued interest shall be calculated on the actual number of days outstanding based on a year consisting of 360 days. After maturity (whether by acceleration or otherwise), this Third Amended and Restated Line of Credit Note shall bear interest at 3% in excess of the Prime Rate (as that term is defined in the Loan Agreement); and if not paid monthly, such interest shall be compounded monthly.

So long as the Loan Agreement has not been terminated, Borrower may, from the date of this Third Amended and Restated Line of Credit Note until and including July 1, 2006, borrow, repay and reborrow sums, at any one time outstanding, not to exceed \$20,000,000. Bank is authorized to endorse on the schedule annexed hereto and made a part hereof, or on a continuation thereof, or to otherwise record in a manner satisfactory to the Bank, appropriate notations evidencing the date and amount of each advance, and the date and amount of each payment, which endorsement or recording shall constitute prima facie evidence of the accuracy of the information endorsed or recorded; provided, however, that the failure to make such notations or recordings shall not affect the obligations of Borrower under this Third Amended and Restated Line of Credit Note or the Loan Agreement or affect the validity of any payment with respect thereto.

Borrower hereby waives presentment, protest, demand and notice of dishonor or default.

This Third Amended and Restated Line of Credit Note is issued pursuant to the terms of the Loan Agreement, to which Loan Agreement, and any amendments thereto, reference is hereby made for a statement of the terms and conditions under which this borrowing was made, and is to be repaid.

IN WITNESS WHEREOF, Borrower has duly caused this Third Amended and Restated Line of Credit Note to be executed and delivered as of the date first written above.

MGP INGREDIENTS, INC.

By: /s/ Brian T. Cahill
Title: CFO

By: /s/ Ladd M. Seaberg
Title: President & CEO