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): January 3, 2012

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))

Item 1.01. Entry into a Material Definitive Agreement.

On January 3, 2012, MGP Ingredients, Inc., a Kansas corporation ("Predecessor"), reorganized into a holding company structure (the "Reorganization") through a merger (the "Merger") with MGPI Merger Sub, Inc., a Kansas corporation, which was an indirect wholly-owned subsidiary of Predecessor and a wholly-owned subsidiary of MGPI Holdings, Inc., a Kansas corporation (now known as MGP Ingredients, Inc.) ("Registrant"). Registrant was formerly a wholly-owned subsidiary of Predecessor. Each of Registrant and MGPI Merger Sub, Inc. were organized in connection with the Merger.

Predecessor was the surviving corporation in the Merger and became a wholly-owned subsidiary of Registrant as a result of the Merger. The Merger was effected pursuant to an Agreement of Merger and Plan of Reorganization among Predecessor, Registrant and MGPI Merger Sub Inc. (the "Merger Agreement") entered into on January 3, 2012. The Merger was effective upon the filing of the Merger Agreement with the Secretary of State of Kansas (the time of such filing being referred to herein as the "Effective Time"). Pursuant to Section 17-6701(g) of the Kansas General Corporation Code, shareholder approval was not required for the Merger. In connection with the Merger, Registrant amended its Articles of Incorporation to change its name to MGP Ingredients, Inc.

At the Effective Time, each issued and outstanding share of common stock of Predecessor was converted into one share of common stock of Registrant, and each issued and outstanding share of preferred stock of Predecessor was converted into one share of preferred stock of Registrant, having in each case the same designations, rights, powers and preferences. The conversion of the shares of Predecessor in the Merger occurred without an exchange of shares. Accordingly, certificates formerly representing outstanding shares of common stock of Predecessor are deemed to represent the same number of shares of common stock of Registrant. Further, as part of the Reorganization, Predecessor's treasury shares were canceled. In addition, pursuant to the terms of the Merger Agreement and an Assumption Agreement between Predecessor and Registrant, dated January 3, 2012 (the "Assumption Agreement"), at the Effective Time, each outstanding option to purchase shares of Predecessor common stock has been converted into an option to purchase, on the same terms and conditions, an identical number of shares of Registrant's common stock. Registrant's common stock will trade on the NASDAQ Select Global Market under the trading symbol MGPI, the same trading symbol under which Predecessor's common stock traded.

The provisions of Registrant's Articles of Incorporation are identical to those of Predecessor with respect to authorized common stock and preferred stock and the designations, rights, powers and preferences thereof, and the provisions of the bylaws of Registrant following the Merger are identical to the provisions of the bylaws of Predecessor immediately prior to the Merger. The directors of Registrant immediately following the Merger are the same individuals who were directors of Predecessor immediately prior to the Merger, and the management of Registrant following the Merger is the same in all material respects as the management of Predecessor prior to the Merger.

The foregoing description of the Merger Agreement is qualified in its entirety by this reference to the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

The Registrant has also entered into indemnification agreements with each member of the Board of Directors, each named executive officer and certain other officers, in substantially the same form as the form of agreement used by Predecessor, which was summarized in Item 1.01 of Predecessors Current Report on Form 8-K filed on October 12, 2006. The form of Agreement used by Registrant is filed as Exhibit 10.4.

The disclosure regarding the Director Restricted Stock Plan (defined below) in Item 8.01 hereof is incorporated by reference into this Item 1.01.

In connection with the Reorganization, Registrant entered into the Assignment and Assumption of Note and Credit Agreement and the Fourth Amendment to the Credit Agreement (the "Fourth Amendment"), pursuant to which Registrant assumed all of Predecessor's obligations and indebtedness under the Credit and Security Agreement between Registrant and Wells Fargo Bank, National Association ("Wells Fargo"), dated July 21, 2009 (as amended from time to time, the "Credit Agreement"), and certain other loan documents. The terms of the Credit Agreement and amendments thereto have been previously reported by Predecessor in filings with the Securities and Exchange Commission ("SEC").

The Fourth Amendment modifies Registrant's existing revolving credit facility under the Credit Agreement in several material respects, as follows:

- Registrant assumes Predecessor's obligations and indebtedness under the Credit Agreement;
- Predecessor releases and discharges Wells Fargo from any and all claims related to the Credit Agreement;
- The Fourth Amendment provides that Registrant and its more than 50%-held subsidiaries (the "Subsidiaries"), which includes the Predecessor, are deemed to be one consolidated entity and, thus, Registrant and the Subsidiaries are generally subject to the representations and warranties and the covenants in the Credit Agreement as a single, consolidated entity.

On January 3, 2012, Predecessor also executed a Continuing Guaranty, whereby it agreed to guarantee the obligations of Registrant under the Credit Agreement. Further, on January 3, 2012, Predecessor executed a Third Party Security Agreement which gives Wells Fargo a security interest in Predecessor's assets as security for its obligations under the Continuing Guaranty.

The foregoing Fourth Amendment, the Continuing Guaranty and the Third Party Security Agreement will be filed with a future report filed with the SEC.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The disclosure in Item 1.01 is incorporated into this Item 3.01 by reference.

In connection with the Merger, as of the Effective Time, the common shares of Registrant were deemed to commence trading on the NASDAQ Global Select Market under the symbol "MGPI" on January 4, 2012. As a result of the Merger, Predecessor's common shares, which previously traded on the NASDAQ Global Select Market under the symbol "MGPI" are deemed to no longer be publicly traded.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As of the Effective Time, each of the officers and directors of Predecessor immediately prior to the Merger had been appointed to the same position(s) with the Registrant and will hold such positions until their respective successors are duly elected or appointed and qualified, or until earlier of their death, resignation or removal.

In addition, as of the Effective Time, the Registrant adopted all of the active shareholder-approved stock plans of the Predecessor, including those in which its named executive officers and other officers may participate (the "Employee Plans"). The Registrant assumed the obligations of the Predecessor under the Employee Plans pursuant to the Assumption Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference into this Item 5.02. The Employee Plans have been amended to reflect the assumption by Registrant of the obligations of the Predecessor under the Employee Plans. The adoption by the Registrant of the Employee Plans and its assumption of the Predecessor's obligations under the Employee Plans were approved by its Board of Directors. The amendments to the MGP Ingredients, Inc. Stock Incentive Plan of 1996, the MGP Ingredients, Inc. 1998 Stock Incentive Plan for Salaried Employees and the MGP Ingredients, Inc. Stock Incentive Plan of 2004 are shown in Exhibit 10.2 and are incorporated into this Item 5.02.

Item 5.03 Amendment to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On October 20, 2011, before the Registrant was a Securities and Exchange Commission ("SEC") registrant, the Registrant adopted articles of incorporation (the "Articles") that are identical to the pre-Merger articles of incorporation, as amended, of the Predecessor except for certain non-material provisions permissible under to Section 17-6701(g) of the Kansas General Corporation Code. On January 3, 2012, the Registrant adopted the Certificate of Amendment to the Articles of Incorporation (the "Certificate of Amendment") changing the name of the Registrant from "MGPI Holdings, Inc." to "MGP Ingredients, Inc." The Registrant has the same authorized capital stock and the designations, rights, powers and preferences of such capital stock, and the qualifications, limitations and restrictions thereof are the same as that of the Predecessor's capital stock immediately prior to the Merger.

On October 20, 2011, before the Registrant was an SEC registrant, the Registrant adopted bylaws (the "Bylaws") that are identical to the pre-Merger bylaws, as amended, of the Predecessor except for certain non-material provisions permissible under to Section 17-6701(g) of the Kansas General Corporation Code.

The Articles, the Certificate of Amendment and the Bylaws of the Registrant are attached hereto as Exhibits 3.1, 3.2 and 3.3, respectively, and are incorporated by reference into this Item 5.03.

Item 8.01. Other Events.

Upon consummation of the Merger, the Registrant's common shares were deemed to be registered under Section 12(b) of the Securities Exchange Act of 1934, as amended, pursuant to Rule 12g-3(a) promulgated thereunder. For purposes of Rule 12g-3(a), the Registrant is the successor issuer to Predecessor.

As reported under Item 5.02(e), as of the Effective Time, the Registrant has adopted all of the active shareholder-approved stock plans of the Predecessor. These include plans in which non-management directors may participate (the "Director Plans "), which are the 1996 Stock Option Plan for Outside Directors (the "Director Stock Option Plan") and the MGP Ingredients, Inc. Non-Employee Director Restricted Stock Plan (now, the MGP Ingredients, Inc. Non-Employee Director Restricted Stock and Restricted Stock Unit Plan) (the "Director Restricted Stock Plan"). The Registrant assumed the obligations of the Predecessor under the Director Plans pursuant to the Assumption Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference into this Item 5.02. The Director Plans have been amended to reflect the assumption by Registrant of the obligations of the Predecessor under the Director Plans. In addition, the Director Restricted Stock Plan has been amended to permit the use of authorized but previously unissued shares to satisfy awards and to include awards of restricted stock units thereunder. The adoption by the Registrant of the Director Plans, its assumption of the Predecessor's obligations under the Director Plans and the additional amendments to the Director Restricted Stock Plan were approved by its Board of Directors. The amendments to the Director Stock Option Plan and the Director Restricted Stock Plan are attached hereto as Exhibits 10.2 and 10.3, respectively, and are incorporated by reference into this Item 8.01.

Pursuant to the Reorganization, effective January 3, 2012, Predecessor distributed to Registrant its 100% interest in MGPI of Indiana, LLC and its 100% interest in MGPI Pipeline, Inc. (formerly Midwest Grain Pipeline, Inc.). It is anticipated that Predecessor will distribute to Registrant up to 60% of its interest in Illinois Corn Processing, LLC ("ICP") in early 2012, of which entity Predecessor will hold a 50% interest immediately before the distribution, and that Predecessor will distribute its remaining interest in ICP to Registrant in 2013. It is also anticipated that Predecessor will distribute to Registrant 100% of its interest in D.M. Ingredients GmbH in early 2012, of which Predecessor will hold a 50% interest immediately before the distribution.

The disclosure in Item 1.01 is incorporated into this Item 8.01 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

*2 Agreement of Merger and Plan of Reorganization, dated as of January 3, 2012, by and among Predecessor, Registrant and MGPI Merger Sub, Inc.

*3.1 Articles of Incorporation of Registrant

*3.2 Certificate of Amendment to the Articles of Incorporation of Registrant

*3.3 Bylaws of Registrant

*10.1 Assumption Agreement, dated as January 3, 2012, between Registrant and MGP Ingredients, Inc.

*10.2 Amendments to Stock Incentive Plan of 1996, 1998 Stock Incentive Plan for Salaried Employees, Stock Incentive Plan of 2004, and 1996 Stock Option Plan for Outside Directors

*10.3 Non-Employee Directors' Restricted Stock and Restricted Stock Unit Plan, as amended

*10.4 Form Of Indemnification Agreement

* Filed herewith

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: January 5, 2012

By: /s/ Timothy W. Newkirk
Timothy W. Newkirk, President and Chief Executive Officer

Exhibit 2*

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This AGREEMENT OF MERGER AND PLAN OF REORGANIZATION ("Agreement"), is made on this 3rd day of January, 2012, by among MGP Ingredients, Inc., a Kansas corporation (the "Company"), MGPI Holdings, Inc., a Kansas corporation and a direct, wholly-owned subsidiary of the Company ("Holdings"), and MGPI Merger Sub, Inc., a Kansas corporation and a direct, wholly-owned subsidiary of Holdings ("Merger Sub"). This Agreement constitutes a binding contract among MGPI, Holdings and Merger Sub in accordance with its terms and the applicable provisions of the Kansas General Corporation Code (the "General Corporation Code").

RECITALS

WHEREAS, as of the close of business on January 2, 2012 the authorized capital stock of the Company consisted of (i) 40,000,000 shares of common stock, no par value ("Company Common Stock"), of which 18,123,465 shares were issued and outstanding and 1,406,879 shares were held in treasury, and (ii) 1,000 shares of preferred stock, par value ten dollars ($10.00) per share ("Company Preferred Stock"), of which 437 shares were issued and outstanding and none were held in the treasury;

WHEREAS, as of the date hereof, the authorized capital stock of Holdings consists of (i) 40,000,000 shares of common stock, no par value (the "Holdings Common Stock"), of which 1,000 shares are issued and outstanding and no shares are held in treasury, and (ii) 1,000 shares of preferred stock, par value ten dollars ($10.00) per share (the "Holdings Preferred Stock"), of which no shares are issued and outstanding;

WHEREAS, as of the date hereof, the authorized capital stock of Merger Sub consists of 1,000 shares of common stock, no par value ("Merger Sub Common Stock"), of which 1,000 shares are issued and outstanding and no shares are held in treasury;

WHEREAS, the designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, of the Holdings Preferred Stock and the Holdings Common Stock are the same as those of the Company Preferred Stock and the Company Common Stock, respectively;

WHEREAS, the Articles of Incorporation and the Bylaws of Holdings immediately after the Effective Time (as hereinafter defined) will contain provisions identical to the Second Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Company immediately before the Effective Time (other than with respect to matters excepted by Section 17-6701(g) of the General Corporation Code);

WHEREAS, the directors of the Company immediately prior to the Merger (as hereinafter defined) will be the directors of Holdings as of the Effective Time;

WHEREAS, the officers of the Company immediately prior to the Merger will be the officers of Holdings as of the Effective Time;

WHEREAS, Holdings and Merger Sub are newly formed Kansas corporations organized for the purpose of participating in the transactions herein contemplated;

WHEREAS, the Company desires to create a new holding company structure by merging Merger Sub with and into the Company, with the Company being the surviving corporation, and converting each outstanding share of Company Common Stock into one share of Holdings Common Stock, and each outstanding share of Company Preferred Stock into one share of Holdings Preferred Stock, all in accordance with the terms of this Agreement;

WHEREAS, the Boards of Directors of Holdings, Merger Sub and the Company have approved this Agreement and the merger of Merger Sub with and into the Company upon the terms and subject to the conditions set forth in this Agreement (the "Merger"); and

WHEREAS, the parties intend, by executing this Agreement, for this Agreement and the consummated transaction to constitute a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g) promulgated under the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the Merger to qualify as a reorganization under the provisions of Section 368(a) of the Code.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, Holdings and Merger Sub hereby agree as follows:

ARTICLE I.
THE MERGER

Section 1.1 The Merger. In accordance with Section 17-6701(g) of the General Corporation Code and subject to and upon the terms and conditions of this Agreement, Merger Sub shall, at the Effective Time, be merged with and into the Company, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation. The Company as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation." At the Effective Time, the effect of the Merger shall be as provided in Section 17-6709(a) of the General Corporation Code.

Section 1.2 Effective Time. The Merger shall become effective upon the filing of a copy of this Agreement or a Certificate of Merger relating hereto with the Secretary of State of the State of Kansas (the time of such filing being referred to herein as the "Effective Time").

Section 1.3 Articles of Incorporation of the Surviving Corporation. From and after the Effective Time, the Second Amended and Restated Articles of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall be amended as set forth below, and as so amended, shall thereafter continue in full force and effect as the articles of incorporation of the Surviving Corporation until thereafter amended as provided by law, and as so amended, shall constitute the Second Amended and Restated Articles of Incorporation of the Surviving Corporation.

(a) ARTICLE I of such Amended and Restated Articles of Incorporation shall be amended so to read in its entirety as follows:

"The name of the Corporation is MGPI Processing, Inc."

(b) ARTICLE VI of such Amended and Restated Articles of Incorporation is amended by deleting the first sentence thereof and substituting the following in its place:

"The total number of shares of all classes of stock which the Corporation shall have authority to issue is One Thousand Ten (1,010) shares consisting of:

1. One Thousand (1,000) shares of Common Stock having no par value; and
2. Ten (10) shares of Preferred Stock having a par value of Ten Dollars ($10.00) per share."

(c) ARTICLE VI of such Amended and Restated Articles of Incorporation shall be further amended by adding the following new clause G at the end thereof:

"G. Any act or transaction by or involving this Corporation (other than the election or removal of directors) that requires for its adoption under Kansas law or these Amended and Restated Articles of Incorporation the approval of the stockholders of this Corporation shall require, in accordance with Kan. Stat. Ann. §17-6701(g)(7)(B), in addition, the approval of the stockholders of MGPI Holdings, Inc. (or any successor by merger), by the same vote as is required by Kansas law or by these Amended and Restated Articles of Incorporation, or both."

Section 1.4 Bylaws. From and after the Effective Time, the Amended and Restated Bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the Amended and Restated Bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

Section 1.5 Directors. The directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Second Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Surviving Corporation or as otherwise provided by law.

Section 1.6 Officers. The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Second Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Surviving Corporation or as otherwise provided by law.

Section 1.7 Additional Actions. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger and to comply with the requirements of Section 17-6701(g) of the General Corporation Code. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of each of Merger Sub or the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of Merger Sub and the Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Merger Sub and the Company or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 1.8 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Holdings, Merger Sub, the Company or the holder of any of the following securities:

(a) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one (1) duly issued, fully paid and nonassessable share of Holdings Common Stock.

(b) Each share of Company Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one (1) duly issued, fully paid and nonassessable share of Holdings Preferred Stock.

(c) Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one (1) duly issued, fully paid and nonassessable share of common stock, no par value, and one one-hundreths (.01) duly issued, fully paid and nonassessable share of preferred stock, par value Ten Dollars ($10) per share of the Surviving Corporation.

(d) Each share of Company Common Stock held in the treasury immediately prior to the Effective Time shall be cancelled.

(e) Each share of Holdings Common Stock owned by the Company immediately prior to the Merger shall automatically be canceled.

(f) From and after the Effective Time, holders of certificates formerly evidencing Company Common Stock and Company Preferred Stock shall cease to have any rights as stockholders of the Company, except as provided by law; provided, however, that such holders shall have the rights set forth in Section 1.9 herein.

Section 1.9 No Surrender of Certificates; Stock Transfer Books. At the Effective Time, the designations, rights, powers and preferences, and qualifications, limitations and restrictions thereof, of the capital stock of Holdings will, in each case, be identical with those of the Company immediately prior to the Effective Time. Accordingly, until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding certificate that, immediately prior to the Effective Time, evidenced Company Common Stock and Company Preferred Stock shall, from the Effective Time, be deemed and treated for all corporate purposes to evidence the ownership of the same number of shares of Holdings Common Stock and Holdings Preferred Stock, respectively.

Section 1.10 Plan of Reorganization. This Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g). Each party hereto shall use its commercially reasonable efforts to cause the Merger to qualify, and will not knowingly take any actions or cause any actions to be taken which could reasonably be expected to prevent the Merger from qualifying, as a reorganization within the meaning of Section 368(a) of the Code.

ARTICLE II.
ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

Section 2.1 Assumption of Options. At the Effective Time, all unexercised and unexpired options to purchase Company Common Stock ("Options") then outstanding, under the Stock Incentive Plan of 1996, the 1998 Stock Incentive Plan for Salaried Employees and the Stock Option Plan for Outside Directors (collectively, the "Option Plans"), and any other plans of the Company in existence as of the Effective Time, which allows the purchase or grant of Company Common Stock, whether or not then exercisable, will be assumed by Holdings. Each Option so assumed by Holdings under this Agreement will continue to have, and be subject to, the same terms and conditions as set forth in the applicable Option Plan and any agreements thereunder immediately prior to the Effective Time (including, without limitation, the vesting schedule (without acceleration thereof by virtue of the Merger and the transactions contemplated hereby) and per share exercise price, except that each Option will be exercisable (or will become exercisable in accordance with its terms) for that number of shares of Holdings Common Stock equal to the number of shares of Company Common Stock that were subject to such Option immediately prior to the Effective Time. The conversion of any Options which are "incentive stock options" within the meaning of Section 422 of the Code into options to purchase Holdings Common Stock and the assumption of such plan pursuant to Section 2.2 of this Agreement shall be made in a manner consistent with Section 424(a) of the Code and Treasury Regulations Section 1.424-1 so as not to constitute a "modification" of such Options within the meaning of Section 424(h)(3) of the Code.

Section 2.2 Assumption of Option Plans, Stock Incentive Plans and Other Agreements. Holdings and the Company hereby agree that they will, at or promptly following the Effective Time, execute, acknowledge and deliver an assumption agreement (the "Assumption Agreement") pursuant to which, from and after the Effective Time, the Company will assign to Holdings, and Holdings will assume and agree to perform, all obligations of the Company pursuant to: (i) the Option Plans; (ii) the Stock Incentive Plan of 2004 and the Non-Employee Directors' Restricted Stock and Restricted Stock Unit Plan; (iii) any other employee and executive compensation plans pursuant to which the Company is obligated to, or may issue equity securities to, its directors, officers, or employees (collectively, all such plans are listed on Schedule A hereto and are referred to as "Stock Incentive Plans"); (iv) each stock option agreement, restricted stock agreement and/or similar agreement entered into pursuant to the Option Plans or the Stock Incentive Plans, and each outstanding Option granted thereunder; and (v) the other agreements (the "Other Agreements") listed on Schedule A hereto. At the Effective Time, the Option Plans, Stock Incentive Plans and the Other Agreements shall each be automatically amended as necessary to provide that references to the Company in such agreements shall be read to refer to Holdings.

Section 2.3 Reservation of Shares. On or prior to the Effective Time, Holdings will reserve sufficient shares of Holdings Common Stock to provide for the issuance of Holdings Common Stock under the Option Plans and the Stock Incentive Plans, including upon exercise of the Options outstanding under the Option Plans.

ARTICLE III.
CONDITIONS OF MERGER

Section 3.1 Conditions Precedent. The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto at or prior to the Effective Time of each of the following conditions:

(a) No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order that is in effect shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

(b) The Board of Directors of the Company shall have received evidence in form and substance reasonably satisfactory to it indicating that holders of Company Common Stock and Company Preferred Stock will not recognize gain or loss for United States federal income tax purposes as a result of the merger.

(c) All third party consents and approvals required, or deemed by the Board of Directors of the Company advisable, to be obtained under any note, bond, mortgage, deed of trust, security interest, indenture, lease, license, contract, agreement, exchange membership, exchange allocation, plan or instrument or obligation to which the Company or any subsidiary or affiliate of the Company is a party, or by which the Company or any subsidiary or affiliate of the Company, or any property of the Company or any subsidiary or affiliate of the Company may be bound, in connection with the Merger and the transactions contemplated thereby, shall have been obtained by the Company or its subsidiary or affiliate, as the case may be.

ARTICLE IV.
COVENANTS

Section 4.1 Election of Directors. Effective as of the Effective Time, the Company, in its capacity as the sole stockholder of Holdings, will, if necessary to comply with Section 17-6701(g) of the General Corporation Code, cause the board of directors of Holdings to effect such amendments to the bylaws of Holdings as are necessary to increase the number of directors of Holdings to equal the number of directors of the Company immediately prior to the Effective Time, remove each of the then directors of Holdings, and elect each person who is then a member of the board of directors of the Company as a director of Holdings, each of whom shall serve until his successor shall have been elected and qualified in accordance with the Articles of Incorporation of Holdings.

Section 4.2 The Option Plans and the Stock Incentive Plans. The Company and Holdings will take or cause to be taken all actions necessary or desirable in order for Holdings to assume the Option Plans and the Stock Incentive Plans, each stock option or similar agreement entered into pursuant thereto, and each Option granted thereunder, all to the extent deemed appropriate by the Company and Holdings and permitted under applicable law.

Section 4.3 Insurance. Holdings shall procure insurance or cause the execution of the insurance policies of the Company such that, upon consummation of the Merger, Holdings shall have insurance coverage that is substantially identical to the insurance coverage held by the Company immediately prior to the Merger.

Section 4.4 Assumption of Agreements. The Company and Holdings will take or cause to be taken all actions necessary or desirable in order for Holdings to assume and perform the obligations of the Company under the Other Agreements, all to the extent deemed appropriate by the Company and Holdings and permitted under applicable law.

ARTICLE V.
TERMINATION AND AMENDMENT

Section 5.1 Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the Board of Directors of the Company or the Board of Directors of Merger Sub if such Board of Directors should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither the Company nor Merger Sub nor their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

Section 5.2 Amendment. At any time prior to the Effective Time, this Agreement may, to the extent permitted by the General Corporation Code, be supplemented, amended or modified by the mutual consent of the Boards of Directors of the parties to this Agreement.

ARTICLE VI.
MISCELLANEOUS PROVISIONS

Section 6.1 Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Kansas.

Section 6.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 6.3 Entire Agreement. This Agreement, including the Schedules attached hereto, together with the Assumption Agreement constitute the entire agreement and supersede all other agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may not be amended or supplemented except by a written document executed by the parties to this Agreement.

Section 6.4 Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

[Remainder of Page Intentionally Left Blank. Signature page to follow.]

IN WITNESS WHEREOF, the Company, Holdings and Merger Sub have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MGP Ingredients, Inc.

By: /s/ Timothy W. Newkirk
Name: Timothy W. Newkirk
Title: President

MGPI Holdings, Inc.

By: /s/ Timothy W. Newkirk
Name: Timothy W. Newkirk
Title: President

MGPI Merger Sub, Inc.

By: /s/ Timothy W. Newkirk
Name: Timothy W. Newkirk
Title: President

CERTIFICATE OF THE SECRETARY
OF
MGPI MERGER SUB, INC.

I, Marta L. Myers, the Secretary of MGPI Merger Sub, Inc., a Kansas corporation (the "Corporation"), hereby certify that the Agreement of Merger and Plan of Reorganization to which this certificate is attached has been adopted by the Board of Directors of the Corporation pursuant to Section 17-6701(g) of the General Corporation Code of the State of Kansas and that the conditions specified in the first sentence of such subsection have been satisfied.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 3rd day of January, 2012.

MGPI Merger Sub, Inc.

By: /s/ Marta L. Myers
Marta L. Myers
Secretary

Signature Page to Secretary's Certificate to Agreement of Merger
for MGPI Merger Sub, Inc.

CERTIFICATE OF THE SECRETARY
OF
MGP INGREDIENTS, INC.

I, Marta L. Myers, the Secretary of MGP Ingredients, Inc., a Kansas corporation (the "Corporation"), hereby certify that the Agreement of Merger and Plan of Reorganization to which this certificate is attached has been adopted by the Board of Directors of the Corporation pursuant to Section 17-6701(g) of the General Corporation Code of the State of Kansas and that the conditions specified in the first sentence of such subsection have been satisfied.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 3rd day of January, 2012.

MGP Ingredients, Inc.

By: /s/ Marta L. Myers
Marta L. Myers
Secretary

Signature Page to Secretary's Certificate to Agreement of Merger
for MGP Ingredients, Inc.

SCHEDULE A

Agreements to be Assumed by MGPI Holdings, Inc.

Option and Stock Incentive Plans

Stock Incentive Plan of 1996
1998 Stock Incentive Plan for Salaried Employees
Stock Option Plan for Outside Directors
Stock Incentive Plan of 2004
Non-Employee Directors' Restricted Stock and Restricted Stock Unit Plan

Other Agreements

Employee Stock Purchase Plan
Employee Stock Ownership Plan

ARTICLES OF INCORPORATION

OF

MGPI HOLDINGS, INC.

ARTICLE I

The Name of the Corporation is MGPI Holdings, Inc.

ARTICLE II

The Location of its Principal Place of Business in this State is 100 Commercial Street, P.O. Box 130, Atchison, Kansas 66002-0130.

ARTICLE III

The Location of its Registered Office in this State is 112 SW 7th Street, Suite 3C, Topeka, Kansas 66603.

ARTICLE IV

The Name and Address of its Resident Agent in this State is The Corporation Company, Inc., 112 SW 7th Street, Suite 3C, Topeka, Kansas 66603.

ARTICLE V

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the Kansas Corporation Code.

ARTICLE VI

The total number of shares of all classes of stock which the Corporation shall have authority to issue is Forty Million One Thousand (40,001,000) shares consisting of:

1. Forty Million (40,000,000) shares of Common Stock having no par value; and
2. One Thousand (1,000) shares of Preferred Stock having a par value of Ten Dollars ($10.00) per share.

The relative rights, preferences, privileges and limitations of the shares of Common Stock and of the shares of Preferred Stock shall be as follows:

A. Holders of shares of Preferred Stock shall be entitled to receive, when and as declared, out of the net profits of the Corporation, dividends at the rate of five percent (5%) per annum on the par value of the Preferred Stock, payable as the Board of Directors may determine, provided that no such dividend shall be declared and paid on the Preferred Stock unless the Corporation has, within the twelve (12) calendar months immediately preceding the date of payment, paid dividends to the holders of Common Stock in the amount of at least ten cents ($0.10) per share. Such dividends on the Preferred Stock shall not be cumulative, and the Preferred Stock shall not be entitled to participate in or to receive any profits or earnings, or any other distributions in the nature of a dividend, other than or in addition to such noncumulative five percent (5%) annual dividends.

B. In the event of any liquidation, dissolution or winding up (whether voluntary or involuntary) of the Corporation, the holders of Common Stock shall be entitled to receive liquidation payments of One Dollar ($1.00) per share; the holders of Preferred Stock shall then be entitled to be paid in full the par value of their shares before any additional amount shall be paid to the holders of Common Stock; and after the payment to the holders of Preferred Stock of its par value, the remaining assets and funds of the Corporation shall be divided and paid to the holders of Common Stock according to their respective shares.

C. Any unissued shares of stock of any class may be issued from time to time by the Corporation in such manner, amounts and proportions and for such consideration as shall be determined from time to time by the Board of Directors and as may be permitted by law; provided, however, that no shares of Preferred Stock shall be issued without the vote or written consent of all of the holders of Preferred Stock then issued and outstanding.

D. The holders of shares of Common Stock, voting separately, shall have the right to elect Group A directors, and the holders of shares of Preferred Stock, voting separately, shall have the right to elect Group B directors; provided that, if no shares of Preferred Stock are issued or outstanding, the holders of shares of Common Stock shall have the right to elect both Group A and Group B directors.

E. Only the holders of Preferred Stock shall be entitled to vote upon (and the holders of Common Stock shall not have any vote, either as a class or otherwise, with respect to) any action or proposal which requires the affirmative vote, consent or approval of the shareholders of this Corporation, and which will authorize or direct the Corporation to do one or more of the following: Merge or consolidate with another Corporation; sell, lease or exchange all or substantially all of its property and assets; voluntarily dissolve; or amend the Articles of Incorporation of the Corporation; and any such action shall be validly authorized, and any such proposals shall be adopted, upon receiving the affirmative vote, consent or approval of the holders of a majority, or such greater percentage as may be required by law or by the provisions of these Articles of Incorporation, of the issued and outstanding shares of Preferred Stock; provided, however, that the holders of Common Stock shall be entitled to vote, as a class, upon any action or proposal heretofore described in this paragraph E if the result thereof would be to increase or decrease the aggregate number of authorized shares of Common Stock or Preferred Stock; increase or decrease the par value of the shares of Common Stock or Preferred Stock; or alter or change the powers, preferences or special rights of the shares of Common Stock or of the shares of Preferred Stock so as to affect the holders of Common Stock adversely. With respect to any action or proposal which requires the affirmative vote, consent or approval of the shareholders of this Corporation, other than (i) the election of directors; or (ii) an action or proposal which, under the preceding provisions of this Article VI, is to be authorized or adopted solely by a vote of the holders of the shares of Preferred Stock, the holders of shares of Common Stock and the holders of shares of Preferred Stock shall each vote separately, as a class, and no such action shall be valid, nor shall any such proposal be adopted, unless it receives the affirmative vote, consent or approval of the holders of a majority, or such greater percentage as may be required by law, of the shares of Common Stock and the shares of Preferred Stock. If no shares of Preferred Stock are issued and outstanding, the provisions of this paragraph E shall not apply, and all voting rights of the stockholders of the Corporation shall be exercised solely by the holders of shares of Common Stock.

F. Each holder of Preferred and Common Stock shall be entitled to one (1) vote for each share of stock held by him, there shall be no right to cumulative voting in the election of directors, and all requirements of cumulative voting in force at the time of the organization of this Corporation are hereby eliminated.

ARTICLE VII

The name of the incorporator is Dianna L. Wood and the mailing address of such person is 3500 One Kansas City Place, 1200 Main Street, Kansas City, MO 64105.

ARTICLE VIII

The term for which this Corporation is to exist is perpetual.

ARTICLE IX

The number of directors shall be nine (9) divided into three classes designated Class A, Class B and Class C, respectively. Classes A and B shall each be composed of one Group A director and two Group B directors. The third, Class C, shall be composed of two Group A directors and one Group B director. One class shall be elected to office at each annual meeting of the shareholders, and each term of office shall be for three years, with the terms of office of directors of the three classes expiring as follows:

Class A at the 2013 annual meeting
Class B at the 2011 annual meeting, and
Class C at the 2012 annual meeting.

At each future annual meeting of the shareholders, the successors to the class of directors whose term expire at such meeting shall be elected to serve for terms of three years.

In the event of the death, resignation or removal from office of a director during his elected term of office, his successor shall be elected to serve only until the expiration of the term of his predecessor.

ARTICLE X

No holder of the shares of Common or Preferred Stock of this Corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of stock of any class, whether now or thereafter authorized, or of any bonds, debentures, or other securities convertible into stock of any class, and all such additional shares of stocks, bonds, debentures, or other securities convertible into stock may be issued and disposed of by the Board of Directors to such person or persons and on such terms and for such consideration (so far as may be permitted by law) as the Board of Directors, in their absolute discretion, may deem advisable.

ARTICLE XI

A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the provisions of Kansas Statutes Annotated, Sec. 17-6424, and amendments thereto, or (iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE XII

All bylaws of the Corporation shall be subject to alteration or repeal, and new bylaws may be made, by the Board of Directors subject to the power of the stockholders of the Corporation to alter or repeal any bylaws made by the Board of Directors.

Executed on the 17th day of October, 2011.

/s/ Dianna L. Wood
Dianna L. Wood, Incorporator

AMENDED ARTICLES OF INCORPORATION

OF

MGP INGREDIENTS, INC.

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The relative rights, preferences, privileges and limitations of the shares of Common Stock and of the shares of Preferred Stock shall be as follows:

A. Holders of shares of Preferred Stock shall be entitled to receive, when and as declared, out of the net profits of the Corporation, dividends at the rate of five percent (5%) per annum on the par value of the Preferred Stock, payable as the Board of Directors may determine, provided that no such dividend shall be declared and paid on the Preferred Stock unless the Corporation has, within the twelve (12) calendar months immediately preceding the date of payment, paid dividends to the holders of Common Stock in the amount of at least ten cents ($0.10) per share. Such dividends on the Preferred Stock shall not be cumulative, and the Preferred Stock shall not be entitled to participate in or to receive any profits or earnings, or any other distributions in the nature of a dividend, other than or in addition to such noncumulative five percent (5%) annual dividends.

B. In the event of any liquidation, dissolution or winding up (whether voluntary or involuntary) of the Corporation, the holders of Common Stock shall be entitled to receive liquidation payments of One Dollar ($1.00) per share; the holders of Preferred Stock shall then be entitled to be paid in full the par value of their shares before any additional amount shall be paid to the holders of Common Stock; and after the payment to the holders of Preferred Stock of its par value, the remaining assets and funds of the Corporation shall be divided and paid to the holders of Common Stock according to their respective shares.

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D. The holders of shares of Common Stock, voting separately, shall have the right to elect Group A directors, and the holders of shares of Preferred Stock, voting separately, shall have the right to elect Group B directors; provided that, if no shares of Preferred Stock are issued or outstanding, the holders of shares of Common Stock shall have the right to elect both Group A and Group B directors.

E. Only the holders of Preferred Stock shall be entitled to vote upon (and the holders of Common Stock shall not have any vote, either as a class or otherwise, with respect to) any action or proposal which requires the affirmative vote, consent or approval of the shareholders of this Corporation, and which will authorize or direct the Corporation to do one or more of the following: Merge or consolidate with another Corporation; sell, lease or exchange all or substantially all of its property and assets; voluntarily dissolve; or amend the Articles of Incorporation of the Corporation; and any such action shall be validly authorized, and any such proposals shall be adopted, upon receiving the affirmative vote, consent or approval of the holders of a majority, or such greater percentage as may be required by law or by the provisions of these Articles of Incorporation, of the issued and outstanding shares of Preferred Stock; provided, however, that the holders of Common Stock shall be entitled to vote, as a class, upon any action or proposal heretofore described in this paragraph E if the result thereof would be to increase or decrease the aggregate number of authorized shares of Common Stock or Preferred Stock; increase or decrease the par value of the shares of Common Stock or Preferred Stock; or alter or change the powers, preferences or special rights of the shares of Common Stock or of the shares of Preferred Stock so as to affect the holders of Common Stock adversely. With respect to any action or proposal which requires the affirmative vote, consent or approval of the shareholders of this Corporation, other than (i) the election of directors; or (ii) an action or proposal which, under the preceding provisions of this Article VI, is to be authorized or adopted solely by a vote of the holders of the shares of Preferred Stock, the holders of shares of Common Stock and the holders of shares of Preferred Stock shall each vote separately, as a class, and no such action shall be valid, nor shall any such proposal be adopted, unless it receives the affirmative vote, consent or approval of the holders of a majority, or such greater percentage as may be required by law, of the shares of Common Stock and the shares of Preferred Stock. If no shares of Preferred Stock are issued and outstanding, the provisions of this paragraph E shall not apply, and all voting rights of the stockholders of the Corporation shall be exercised solely by the holders of shares of Common Stock.

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Class A at the 2013 annual meeting
Class B at the 2011 annual meeting, and
Class C at the 2012 annual meeting.

At each future annual meeting of the shareholders, the successors to the class of directors whose term expire at such meeting shall be elected to serve for terms of three years.

In the event of the death, resignation or removal from office of a director during his elected term of office, his successor shall be elected to serve only until the expiration of the term of his predecessor.

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No holder of the shares of Common or Preferred Stock of this Corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of stock of any class, whether now or thereafter authorized, or of any bonds, debentures, or other securities convertible into stock of any class, and all such additional shares of stocks, bonds, debentures, or other securities convertible into stock may be issued and disposed of by the Board of Directors to such person or persons and on such terms and for such consideration (so far as may be permitted by law) as the Board of Directors, in their absolute discretion, may deem advisable.

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Exhibit 3.3

BYLAWS

OF

MGPI HOLDINGS, INC.

Adopted October 21, 2011

TABLE OF CONTENTS

BYLAWS
OF
MGPI HOLDINGS, INC.
(A KANSAS CORPORATION)

ARTICLE I
Offices

Section 1.1. Principal Office. The principal office for the transaction of business by MGPI Holdings, Inc. (hereinafter called the "Corporation") shall be at 100 Commercial Street, Atchison, Atchison County, Kansas 66044.

Section 1.2. Registered Office. The Corporation, by resolution of the Board of Directors, may change the location of the registered office that it has designated in the Articles of Incorporation to any other place in Kansas. By similar resolution, the Corporation may change its resident agent to any other person or corporation, including itself.

Section 1.3. Other Offices. The Corporation may have offices at any other place or places, within or without the state of Kansas, as from time to time the Board of Directors may decide necessary or the business of the Corporation may require.

ARTICLE II
Meeting of Stockholders

Section 2.1. Annual Meetings. The annual meeting of the stockholders for the election of Directors and for the transaction of such other business as may be properly brought before the meeting, shall be held on October 20 in 2011 and thereafter on the fourth Thursday of May of each year, commencing in 2012, or on such other day as shall be determined in advance by the Board of Directors. The hour and place of the meeting, within or without the State of Kansas, shall be fixed by the Board of Directors.

Section 2.2. Special Meetings. Special meetings of the stockholders may be called at any time by the Chairman of the Board, the President or the Board of Directors

Section 2.3. Place and Time of Special Meetings. The stockholders of the Corporation shall hold each special meeting at the place and at the hour, within or without the state of Kansas, that the person or persons calling the meeting have fixed.

Section 2.4. Notice of Meetings. Written notice of the date, time and place (and, in the case of a special meeting, the general nature of the business to be transacted) of each annual or special stockholders' meeting shall be given to each stockholder of record entitled to vote at that meeting (except as provided by Kansas Statutes Annotated ("K.S.A.") § 17-6520 and any and all amendments thereto), not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice shall be deemed delivered to a stockholder when personally delivered to the stockholder or when deposited in the United States mail, postage paid, addressed to the stockholder at such person's address as it appears on the Corporation's records, or, if there is no record of a stockholder's address, at the stockholder's last address known to the Secretary of the Corporation, or when transmitted to the stockholder at such address by telegraph, telecopier, cable, facsimile, wireless or other form of recorded communication. Except as the law expressly requires, notice of a meeting of stockholders need not be published.

Section 2.5. Adjourned Meetings and Notice Thereof. Any stockholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy, but in the absence of a quorum, no other business may be transacted at such meeting. When any stockholders' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, if the time and place are announced at the meeting at which such adjournment is taken.

Section 2.6. Quorum and Vote Required. The presence in person or by proxy of persons entitled to vote a majority of the issued and outstanding stock of each class of stock entitled to vote shall constitute a quorum for the transaction of business. The stockholders present at a meeting at which a quorum is present may continue to do business until adjournment, despite the withdrawal of enough stockholders to leave less than a quorum. When a quorum is present at a meeting, any question brought before such meeting shall be decided by the vote of the holders of a majority of each class of stock entitled to vote on the question present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Articles of Incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 2.7. Chairman and Minutes. At each meeting of the stockholders, the Chairman of the Board, or in the Chairman's absence or if requested by the Chairman of the Board, the President, or in the President's absence the chief financial officer, or in the chief financial officer's absence, another officer of the Corporation chosen by the vote of a majority in voting interest of the stockholders present in person or by proxy, or if all the officers of the Corporation are absent, a stockholder so chosen, shall act as chairman of the meeting and preside at the meeting. The Secretary of the Corporation, or if the Secretary is absent or required under this section to act as chairman of the meeting, the person (who shall be an Assistant Secretary of the Corporation, if an Assistant Secretary is present) whom the chairman of the meeting shall appoint shall act as Secretary of the meeting and keep the minutes.

Section 2.8. Order of Business. The Chairman of each meeting of the stockholders shall determine the order of business, provided that the order of business may be changed by the vote of a majority in voting interest of the stockholders present in person or by proxy.

Section 2.9. Voting and Ballots. Except where otherwise provided by law, or by the Articles of Incorporation of the Corporation, the exercise of voting rights by stockholders shall be governed by the following provisions: Each stockholder (whether a holder of Common Stock or Preferred Stock) entitled to vote shall, at each meeting of the stockholders, be entitled to one vote for each share of capital stock held by such stockholder as of the record date. No cumulative voting shall be permitted. All elections of directors shall be by written ballot; unless demanded by a stockholder of the Corporation present in person or by proxy at any meeting of the stockholders and entitled to vote thereat, or so directed by the chairman of the meeting, the vote on any other question at such meeting need not be by written ballot. Upon a demand of any such stockholder for a vote by written ballot on any question, or at the direction of the chairman of the meeting that a vote by ballot be taken on any question, such vote shall be so taken. On a vote by written ballot, each ballot shall be signed by the stockholder voting, or by such person's proxy, if there be such a proxy, and shall state the number of shares voted.

Section 2.10. Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or such person's duly authorized agent and filed with the Secretary of the Corporation. Provided, however, that no such proxy shall be valid after the expiration of three (3) years from the date of its execution, unless the proxy instrument provides for a longer period.

Section 2.11. Inspection of Stock List. The Secretary of the Corporation, or the other officer of the Corporation who shall have charge of the stock ledger, either directly, through another officer of the Corporation that the Secretary designates, or through a transfer agent that the Board of Directors appoints shall prepare, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting. The officer responsible for the list will arrange it in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each. The list shall be open to inspection by any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, at the Corporation's principal place of business. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.12. Inspectors of Votes.

(a) Prior to each meeting of the stockholders, the Corporation shall appoint one or more inspectors to act at the meeting and make a written report thereof. If no inspector is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Before entering upon the discharge of the duties of inspector, each inspector shall subscribe an oath faithfully to execute the duties of an inspector with strict impartiality and according to the best of the inspector's ability. The inspectors shall take charge of the ballots at the meeting. After the balloting on any question, they shall count the ballots cast and make a report in writing to the Secretary of the meeting of the results of that vote. An inspector need not be a stockholder of the Corporation, and any officer of the Corporation may be an inspector on any question other than a vote for or against such officer's election to any position with the Corporation or on any other question in which such officer may be directly interested. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties.

(b) The inspectors shall

(1) ascertain the number of shares outstanding and the voting power of each;

(2) determine the shares represented at the meeting and the validity of proxies and ballots;

(3) count all votes and ballots;

(4) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and

(5) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots.

(c) The date and time of the opening and the closing of the polls for each matter upon which the stockholder will vote at a meeting shall be announced at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the district court upon application by a stockholder determines otherwise.

(d) In determining the validity and counting of proxies and ballots, except as may otherwise be permitted by law the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with subsection (f) of K.S.A. 17-6501 or subsection (c)(2) of 17-6502, and amendments thereto, or any information provided pursuant to subsection (a)(2)(B)(i) or (iii) of K.S.A. 17-6501, and amendments thereto, ballots and the regular books and records of the Corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification pursuant to subsection (c) (5) above shall specify the precise information considered by them, including the persons or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

Section 2.13. Action Without Meeting. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, are signed (personally or by duly authorized attorney) by all persons who would be entitled to vote upon such action at a meeting, and filed with the minutes of the meetings of the stockholders. Such consent or consents shall be delivered in a manner prescribed by law to the Corporation by delivery to its registered office in Kansas, its principal place of business or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded.

ARTICLE III
Board of Directors

Section 3.1. Powers. The property, business, and affairs of the Corporation shall be managed by or under the direction of a Board of Directors.

Section 3.2. Number, Election Term, Qualification and Removal. There shall be nine (9) directors, of which four (4) shall be Group A directors, and five (5) shall be Group B directors. The nine (9) directors shall also be divided into three classes consisting of three (3) directors each (Class A, B and C). One class of directors shall be elected to office at each annual meeting of the stockholders. The term of office of each director shall be for three (3) years and until such person's successor is elected and qualified, or until such person's earlier resignation or removal. Class A and Class B shall each consist of two (2) Group B directors and one (1) Group A director, and Class C shall consist of two (2) Group A directors and one (1) Group B director. Directors need not be stockholders. Directors may be removed in such manner as may be provided by the Kansas General Corporation Code (the "Code") or by the Articles of Incorporation.

Section 3.3. Chairman of the Board. A Chairman of the Board shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the stockholders and shall hold office until such Chairman of the Board's successor is elected and qualified or until such Chairman of the Board's earlier resignation or removal. The Chairman of the Board shall preside at all meetings of the Board of Directors and shall also have such further authority and duties as the Board of Directors may from time to time direct and as may be provided in these bylaws. The Chairman of the Board shall be subject to the control of, and shall hold office at the pleasure of, the Board of Directors.

Section 3.4. Meetings. Meetings of the Board of Directors of the Corporation may be held within or without the state of Kansas. The Board of Directors shall hold an annual meeting without notice immediately after the final adjournment of and at the same place as each annual meeting of the stockholders. The Board of Directors may hold other regular meetings with or without notice at such times and places as the Board may provide. The Board may hold special meetings at any time upon the call of any member of the Board or the President. Notice of any special meeting, including the time and place of the meeting, shall be given to each director by any of the following means: (a) by a writing deposited in the United States mail, postage paid, addressed to the director at the director's residence or principal business office, at least five (5) days prior to the date of the meeting; (b) by telegraph, cable, wireless, telecopier, facsimile or other form of recorded communication sent not later than the day before the date of the meeting; or (c) by oral communication, personally or by telephone, not later than the day before the date of the meeting.

Section 3.5. Adjourned Meetings and Notice Thereof. Any meeting of the Board of Directors may be adjourned from time to time, whether or not a quorum is present, by the vote of a majority of directors present. Notice of any adjourned meeting need not be given if the Board fixed the time and place at the meeting from which adjournment was taken.

Section 3.6. Quorum and Manner of Acting. Five (5) of the nine directors shall constitute a quorum for the transaction of business at any meeting, and the act of a majority of the directors present at any meeting at which a quorum shall be present shall be the act of the Board of Directors. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, despite the withdrawal of enough directors to leave less than a quorum. Members of the Board, or of any committee the Board designates, may participate in a meeting of the Board or of that committee by means of conference telephone or similar communications equipment through which all persons participating in the meeting can hear one another. Such participation shall constitute presence in person at the meeting.

Section 3.7. Action by Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or the committee consent to such action in writing and the writing or writings are filed with the minutes of proceedings of the Board or the committee.

Section 3.8. Vacancies. A majority of the directors then in office, although less than a quorum, or a sole remaining director may fill vacancies on the Board. If at any time the Corporation should have no directors in office, then any officer, stockholder, executor, administrator, trustee, or guardian of a stockholder, or other fiduciary entrusted with responsibility for the person or estate of a stockholder may call a special meeting of the stockholders in accordance with the provisions of these bylaws for the purpose of electing directors.

A vacancy on the Board shall exist in case of the death, resignation, or removal of any director, if the stockholders increase the number of directors, if the stockholders fail at any meeting at which they elect directors to elect the full number of directors for which they are voting at that meeting, or if a director refuses to serve. If a director resigns, effective at a future date, the Board, including any directors whose resignations are not yet effective, shall have the power to fill that vacancy, the successor to take office when the resignation becomes effective.

Each director chosen as this section provides shall hold office until the next regular election of directors or of the class of which such director is a part and until the election and qualification of such person's successor. No reduction in the authorized number of directors shall have the effect of removing any director prior to the expiration of such person's term of office.

Section 3.9. Inspection of Books and Records. Any director shall have the right to examine the Corporation's stock ledger, a list of its stockholders entitled to vote and its other books and records for a purpose reasonably related to such director's position as a director. When there is any doubt concerning the inspection rights of a director, the parties may petition the District Court which may, in its discretion, determine whether an inspection may be made and whether any limitations or conditions should be imposed upon the same.

ARTICLE IV
Committees

Section 4.1. Executive and Other Committees. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate an Executive Committee and one or more other committees, each to consist of one (1) or more directors. The Executive Committee shall not have authority to make, alter, or amend bylaws, or to fill vacancies in its own membership or that of the Board, but it shall exercise all other powers of the Board between meetings of that body. Other committees of the Board shall have the powers of the Board to the extent their authorizing resolutions provide. The Executive and such other committees shall meet at stated times or on notice to all committee members by any one of them. The committees shall fix their own rules of procedure. A majority shall constitute a quorum, but the affirmative vote of a majority of the whole committee shall be necessary for any action. The Executive and other committees shall keep regular minutes of their proceedings and report these to the Board of Directors.

ARTICLE V
Officers

Section 5.1. Number. The Officers of the Corporation shall be a President, Secretary, Treasurer and such other officers, including one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other assistant officers, as the Board of Directors may from time to time elect. The Board shall designate an Officer as chief executive officer and an Officer as chief financial officer, and may provide such other designations, such as chief operating officer or chief accounting officer, as it may deem appropriate. If more than one Vice President be elected, the Board may designate one or more of them as Executive Vice President or Senior Vice President. Additionally, the chief executive officer may appoint one or more divisional or segment vice presidents. Any two or more offices may be held by the same individual.

Section 5.2. Election and Term. The Officers of the Corporation shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the stockholders and shall hold office until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. At any meeting, the Board of Directors may elect such other officers to hold office until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. A division or segment vice president appointed by the chief executive officer may be appointed at any time, and any person so appointed shall hold such office until such person's resignation or removal. Each Officer of the Corporation and each division or segment vice president shall be subject to the control of, and shall hold office at the pleasure of, the Board of Directors.

Section 5.3. Absence or Disability. In the event of the absence or disability of any officer of the Corporation and of any person authorized to act in such officer's place during such period of absence or disability, the Board of Directors may from time to time delegate the powers and duties of that officer to any other officer, or any director or any other person whom it may select.

Section 5.4. Removal and Resignation. Any officer may be removed with or without cause at any time by the Board of Directors, and any segment or division vice president appointed by the chief executive officer may be removed with or without cause at any time by the chief executive officer. Any officer may resign at any time upon written notice to the Corporation.

Section 5.5. Vacancies. In case any office filled by the Board of Directors pursuant to Section 5.1 shall become vacant by reason of death, resignation, removal or otherwise, the directors then in office, although less than a majority of the entire Board of Directors, may, by a majority vote of those voting, choose a successor or successors for the unexpired term.

Section 5.6. Compensation of Officers. The Board of Directors, a committee of the Board of Directors or such officer as the Board or such committee may designate, may fix or provide the method for determining the compensation for officers.

Section 5.7. Bond. The Board of Directors, by resolution, may require any and all of the officers to give bond to the Corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE VI
Duties of Officers

Section 6.1. The President. The President shall have such authority and duties as the Board of Directors may from time to time direct and as may be provided in these bylaws. Unless the Board otherwise provides, the President shall be the chief executive officer of the Corporation with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation.

The President shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to the right of the directors to delegate any specific powers to any other officer or officers of the Corporation.

In the absence of the Chairman of the Board, the President shall preside at meetings of the Board of Directors, and in the absence of or if requested by the Chairman of the Board, shall preside at meetings of stockholders.

The President, alone or with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, may sign certificated shares of the Corporation, deeds, conveyances, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, and unless the Board of Directors shall order otherwise by resolution, may borrow such funds, make such contracts, and execute such agreements, financing statements, certificates, documents and other instruments as may be incident thereto, as the ordinary conduct of the Corporation’s business may require.

Unless the Board otherwise provides, the President or any person designated in writing by the President may (i) attend meetings of stockholders of other corporations to represent the Corporation thereat and to vote or take action with respect to the shares of any such corporation owned by this Corporation in such manner as the President or the President's designee may determine, and (ii) execute and deliver written consents, waivers of notice and proxies for and in the name of the Corporation with respect to any such shares owned by this Corporation.

The President shall, unless the Board provides otherwise, be ex-officio a member of all standing committees.

Section 6.2. Vice Presidents. Any Vice President elected by the Board of Directors shall perform such duties as shall be assigned to such person and shall exercise such powers as may be granted to such person by the Board of Directors or by the chief executive officer. In the absence of the President, the Vice Presidents elected by the Board of Directors, in order of their seniority, may perform the duties and exercise the powers of the chief executive officer with the same force and effect as if performed by the chief executive officer. Divisional or segment vice presidents appointed by the chief executive officer shall perform such duties and exercise such powers as are approved by the Board of Directors.

Section 6.3. The Secretary. The Secretary shall keep the minutes of the stockholders, the Board of Directors, and the Executive Committee's meetings in books provided for that purpose.

The Secretary shall sign with the President, the Chairman of the Board or a Vice President, certificated shares of the Corporation, the issue of which shall have been authorized by resolution of the Board of Directors. Except to the extent delegated by the Board to an institutional stock transfer agent and registrar, the Secretary shall have general charge of the stock transfer books of the Corporation and shall keep a register of the post office address of each stockholder which shall be furnished to the Secretary by such stockholder.

The Secretary shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law and that the voting list is prepared for stockholders' meetings.

In general, the Secretary shall perform all duties incident to the office and such other duties as may from time to time be assigned to the Secretary by the chief executive officer or by the Board of Directors.

Section 6.4. Assistant Secretary. At the request of the Secretary, or in the event of the Secretary's absence or disability, any Assistant Secretary appointed by the Board of Directors shall perform any of the duties of the Secretary and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Secretary. Except where by law the signature of the Secretary is required, each of the Assistant Secretaries shall possess the same power as the Secretary to sign certificates, contracts, obligations and other instruments of the Corporation.

Section 6.5. The Treasurer. The Treasurer shall have responsibility for the funds and securities of the Corporation, shall receive and give receipts for moneys due and payable of the Corporation from any source whatsoever, and shall deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositaries as shall be selected by the Board of Directors or by any officer of the Corporation to whom such authority has been granted by the Board of Directors.

The Treasurer shall disburse or permit to be disbursed the funds of the Corporation as may be ordered or authorized generally by the Board.

The Treasurer shall render to the President and the directors whenever they may require it an account of all such officer's transactions as Treasurer and of those under such officer's jurisdiction and of the financial condition of the Corporation.

In general, the Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the chief executive officer or by the Board of Directors.

Section 6.6. Assistant Officers. Each assistant officer that may be selected pursuant to these bylaws shall hold office at the pleasure of the Board of Directors. In the absence or nonavailability of the principal, the assistant may perform the duties and exercise the powers of the principal with the same force and effect as if performed by the principal. The assistant shall also have such lesser or greater authority and perform such other duties as the Board of Directors may prescribe.

ARTICLE VII
Signature Authority and Representation

Section 7.1. Contracts, Checks, etc. All contracts and agreements authorized by the Board of Directors, and all checks, drafts, bills of exchange or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, or agent or agents, as may from time to time be authorized by these bylaws, designated by the Board of Directors, or as may be designated by such officer or officers as the Board of Directors may appoint, which designation or designations may be general or confined to specific instances. The Board of Directors may authorize the use of facsimile signatures on any such document.

Section 7.2. Proxies in Respect of Securities of Other Corporations. Unless the Board of Directors provides otherwise, the President or a Vice President may from time to time appoint an attorney or an agent to exercise, in the name and on behalf of the Corporation, the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or to consent in respect of that stock or those securities. The President or Vice President may instruct the person or persons such officer appoints as to the manner of exercising the powers and rights, and the President may execute or cause to be executed in the name and on behalf of the Corporation all written proxies, powers of attorney, or other written instruments that such officer deems necessary in order for the Corporation to exercise those powers and rights.

ARTICLE VIII
Certificates of Stock, Bonds, and Records

Section 8.1. Form & Signature. The shares of the Corporation shall be represented by certificates or, if and to the extent the Board of Directors determines, shall be uncertificated shares. Notwithstanding any such determination by the Board of Directors, every stockholder shall be entitled to a certificate or certificates of stock bearing the holder's name and number of shares and signed by or in the name of the Corporation by the Chairman of the Board, the President or a Vice President, and the Secretary or an Assistant Secretary; provided, however, that any or all of the signatures on the certificate may be a facsimile. In case any officer of the Corporation, transfer agent or registrar who shall have signed or whose facsimile signature shall have been placed upon a certificate ceases to be such officer, transfer agent or registrar before such certificate is issued, the Corporation may nevertheless issue the certificate with the same effect as though the person were an officer, transfer agent or registrar at the date of issuance.

Section 8.2. Transfers. Certificated shares of stock may be transferred on the books of the Corporation by the registered holders thereof or by their attorneys legally constituted or their legal representatives by surrender of the certificates therefor for cancellation and a written assignment of the shares evidenced thereby. Uncertificated shares shall be transferred in the share register of the Corporation upon an instruction originated by the appropriate person to transfer the shares. The Board of Directors may from time to time appoint such Transfer Agents and Registrars of stock as it may deem advisable and may define their powers and duties.

Section 8.3. Record Owner. The Corporation shall be entitled to recognize the exclusive right of a person on its books as the owners of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Kansas.

Section 8.4. Lost Certificates. Any person applying for a certificate of stock to be issued in lieu of one alleged to be lost or destroyed shall furnish to the Corporation such information as it may require to ascertain whether a certificate of stock has been lost or destroyed and shall furnish such bond as the Board may deem sufficient to indemnify the Corporation and its transfer agent and registrar against any claim that may be made on account of the alleged loss.

Section 8.5. Books and Records. The Corporation may keep its books and records at any places within or without the state of Kansas that the Board of Directors may from time to time determine.

Section 8.6. Record Dates. Record dates may be set as follows:

(1) In order for the Corporation to determine the stockholders entitled to notice of or to vote at any meeting, the Board of Directors may fix, in advance, a record date which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and not be more than sixty (60) days nor less than ten (10) days before the date of a meeting. If the Board of Directors does not fix a record date, the record date for determining stockholders entitled to notice of or to vote at a meeting shall be the close of business on the day that next precedes the day on which notice of the meeting is given or, if notice is waived, the close of business on the day that next precedes the day on which the stockholders meet.

(2) In order for the Corporation to determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix, in advance, a record date which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If the Board does not fix a record date, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action of the Board is necessary, shall be the date on which the first written consent is delivered to the Corporation by delivery to its registered office within the state of Kansas, its principal place of business, or Secretary. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action of the Board of Directors is required, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts a resolution taking such other action.

(3) In order for the Corporation to determine the stockholders entitled to receive payment of any dividend, distribution or allotment of, any rights, or to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto. In connection with the declaration of dividends, the Board may specify a variable payment date which will be the earlier of the sixtieth day following the record date or the date of a future event such as the mailing of a notice or report to stockholders.

Section 8.7. Closing Stock Books. The Board of Directors may close the books of the Corporation against transfers of shares during the whole or any part of a period not more than sixty (60) days prior to the date of a stockholders' meeting, the date when the right to any dividend, distribution, or allotment of rights vests, or the effective date of any change, conversion, or exchange of shares.

ARTICLE IX
Dividends

Subject to the Articles of Incorporation, whenever the Board of Directors decides that the affairs of the Corporation render it advisable, the Board, at any regular or special meeting, may declare and pay dividends in an amount the Board believes proper upon the shares of stock of the Corporation either (1) out of the Corporation's surplus as defined and computed in accordance with the provisions of law, or (2) in case the Corporation shall not have any such surplus, out of the net profits for the fiscal year in which the Board declares the dividend and/or the net profits of the preceding fiscal year.

Before the Corporation pays any dividend or makes any distribution of profits, the Board may set aside out of the surplus or net profits of the Corporation any sum that the directors in their absolute discretion think proper as a reserve to meet contingencies, to equalize dividends, to repair or maintain property of the Corporation, or to accomplish any other purpose the directors think is in the interests of the Corporation.

ARTICLE X
Indemnification

Section 10.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer, of the Corporation, or who, while a director, officer or employee of the Corporation, is or was serving at the request of the Corporation as a director or officer of another enterprise, whether the basis of such proceeding is alleged action in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the K.S.A., as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that, the Corporation shall indemnify any such person seeking indemnity in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section shall include the right to be paid by the Corporation the expenses, including attorneys fees, incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a present or former director or officer in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such present or former director or officer, to repay all amounts so advanced if it shall ultimately be determined that such present or former director or officer is not entitled to be indemnified under this Section or otherwise. For purposes of this Article X, the term "enterprise" shall include corporations, both profit and nonprofit, partnerships, joint ventures, trusts, employee plans and associations, and the term "officer" shall include with respect to partnerships, joint ventures, trusts or other enterprises, the offices of general partner, trustee or other fiduciary (as defined in the Employee Retirement Income Security Act, as amended). The Corporation may, by action of its Board of Directors, provide indemnification and expense advances to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of present and former directors and officers.

Section 10.2. Certain Limits on Indemnity. Notwithstanding anything contained in this Article X to the contrary, the Corporation shall not be liable, unless otherwise provided by separate written agreement, by-law or other provision for indemnity, to make any payment in connection with any claim made against the director or officer:

(1) for an accounting of profits made from the purchase or sale by the officer or director of securities of the Corporation within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto; or

(2) for amounts paid in settlement of any proceeding effected without the written consent of the Corporation, which consent shall not be unreasonably withheld.

Section 10.3. Rights to Indemnity Shall be Contractual and Continuing. The provisions of this Article X shall be deemed to be a contract between this Corporation and each person who serves as contemplated as a director or officer at any time while such provisions are in effect; they shall continue as to a person who has ceased to be a director or officer; and they shall inure to the benefit of such person's heirs, executors and administrators. Such provisions may be limited or qualified as to service occurring subsequent to such limitation or qualification by authority of the Board of Directors of this Corporation; provided, however, any such limitation or qualification, or any other repeal or amendment of this Article X shall not affect any right or obligation then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

Section 10.4. Certain Procedural Matters.

(1) In the event of payment under the provisions of this Article, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the director or officer.

(2) The Corporation shall be entitled to participate at its expense in any proceeding for which a director or officer may be entitled to indemnity, and it may assume the defense thereof with counsel satisfactory to the director or officer unless the officer or director reasonably concludes that there may be a conflict of interest between the Corporation and the director or officer in the conduct of such defense.

(3) If a claim under this Article is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense (including reasonable attorneys' fees) of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the K.S.A. for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because such person has met the applicable standard of conduct set forth in the K.S.A., nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 10.5. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Section 10.6. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person or enterprise against such expense, liability or loss under the K.S.A.

ARTICLE XI
Miscellaneous

Section 11.1. Fiscal Year. The Board of Directors shall have the power to fix, from time to time, the fiscal year of the Corporation by a duly adopted resolution.

Section 11.2. Amendments. All bylaws of the Corporation shall be subject to alteration or repeal, and new bylaws may be made, by the Board of Directors subject to the power of the stockholders of the Corporation to alter or repeal any bylaws made by the Board of Directors.

Section 11.3. Waiver of Notice. Whenever notice of an annual, regular or special meeting of the stockholders, the Board of Directors or any committee of the Board is required to be delivered to a person under any of the provisions of these bylaws, a written waiver of notice signed by such person, whether signed before or after the meeting, shall be deemed equivalent to the timely delivery to such person of written notice of such meeting. Attendance of a person at a meeting also shall be deemed equivalent to the timely delivery to such person of written notice of such meeting, unless such person attends such meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and states such to be such person's purpose at the beginning of the meeting. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the stockholders, the Board of Directors or any committee of the Board need be specified in any written waiver of notice of such meeting, regardless whether such specification would be required in the notice of such meeting.

Section 11.4. Interpretation. Whenever the context indicates, the masculine gender in these bylaws shall include the feminine and neuter, and the singular shall include the plural or vice versa. The table of contents and headings are solely for organization, convenience, and clarity. They do not define, limit, or describe the scope of these bylaws or the intent in any of the provisions.

Section 11.5. Inoperative Portion. If any portion of these bylaws shall be invalid or inoperative, then, to the extent reasonable and possible, the remainder shall be valid and operative, and effect shall be given to the intent that the portion held invalid or inoperative manifests.

Section 11.6. Inapplicability of Control Share Acquisition Act. The provisions of Section 17-1286 to 17-1298 of the Kansas Statutes, also known as the Kansas Control Share Acquisition Act, shall not apply to this Corporation.

SECRETARY'S CERTIFICATE

The undersigned Secretary of MGPI Holdings, Inc. (the "Company") hereby certifies on October 20, 2011 that the foregoing is a true and correct copy of the Bylaws of the Company.

MGPI Holdings, Inc.

By: /s/ Marta L. Myers
Marta L. Myers, Secretary

Signature Page to
Holdings Bylaws

Exhibit 10.1

ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of January, 2012, by and between MGP Ingredients, Inc., a Kansas corporation ("MGPI") and MGPI Holdings, Inc., a Kansas corporation ("Holdings").

WHEREAS, MGPI sponsors certain incentive, compensation, benefit and welfare plans for executives, employees and non-employee directors of MGPI;

WHEREAS, MGPI is party to certain employment and other agreements with employees or directors of MGPI;

WHEREAS, Holdings, MGPI and MGPI Merger Sub, Inc. have entered into an Agreement of Merger and Plan of Reorganization dated January 3, 2012 (the "Merger Agreement") pursuant to which MGPI will become a wholly-owned subsidiary of Holdings, and Holdings will become the issuer of shares which will be issued or delivered under certain of those plans on the terms and subject to the conditions set forth therein; and

WHEREAS, the Merger Agreement provides that Holdings shall assume the sponsorship of various MGPI incentive, compensation, benefit and welfare plans and be substituted for MGPI thereunder, all as of the "Effective Time", as defined in the Merger Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Holdings assumes and adopts the incentive, compensation and benefit plans listed on Appendix A hereto (the "Assumed Plans"), and is substituted for MGPI as the sponsoring "Employer" thereunder, effective as of the Effective Time. By such assumption, Holdings assumes all of the rights, and agrees to perform all obligations, of MGPI under the Assumed Plans, as in effect immediately prior to the Effective Time, and Holdings adopts any and all goals established by MGPI under the Assumed Plans. MGPI shall have no further obligation under the Assumed Plans as the sponsor thereof but shall continue as a participating or adopting Employer, as to its employees, to the extent permitted or required under each Assumed Plan.

2. As of the Effective Time, Holdings shall assume from MGPI all authority and responsibility for amending, modifying or terminating each Assumed Plan then in effect and for appointing and removing all administrative committee or other committee members, trustees, custodians and agents of the Assumed Plans, provided, however, that such authority and responsibility for amending, modifying, terminating and administering each Assumed Plan (including the appointment or removal of committee members and others) may be delegated by Holdings to directors, officers or employees of Holdings or MGPI or other direct or indirect subsidiaries of Holdings that have adopted the Assumed Plans, which subsidiaries as of the date hereof are set forth in Exhibit B hereto, and provided further that following the Effective Time and until further action by Holdings, the provisions of all Assumed Plans shall remain in effect and all committee members, trustees, custodians and agents shall hold office on the same basis as immediately preceding the Effective Time.

3. As of the Effective Time, each reference to shares of MGPI common stock in the Assumed Plans shall be deemed to be amended to refer to shares of Holdings common stock.

4. As of the Effective Time, each option or right to purchase one or more shares of MGPI common stock pursuant to an Assumed Plan shall become an option or right to purchase a corresponding number of shares of Holdings common stock on the same terms as an option or right to purchase shares of MGPI common stock existed under an Assumed Plan immediately prior to the Effective Time.

5. As of the Effective Time, each right to receive or obligation to distribute one or more shares of MGPI common stock or to receive or to pay an amount based on the value of a share or shares of MGPI common stock under an Assumed Plan shall become a right or obligation, as the case may be, to receive or distribute shares of Holdings common stock or to receive or to pay an amount based on the value of a share or shares of Holdings common stock on the same terms as the right or obligation to receive or distribute shares of MGPI common stock or to receive or to pay an amount based on the value of a share or shares of MGPI common stock existed under any of the Assumed Plans immediately prior to the Effective Time.

6. Each Assumed Plan shall be deemed to be further amended as the appropriate officers of MGPI and Holdings deem necessary or appropriate, in their discretion, to implement the intent of the foregoing and the terms of this Assumption Agreement.

7. Neither the assumption of the Assumed Plans by Holdings nor the consummation of the foregoing reorganization transaction by the parties shall be deemed to be a termination of an Assumed Plan, nor cause any benefit to vest under an Assumed Plan, nor accelerate the accrual or payment of any benefit thereunder.

8. Except as modified by this Assumption Agreement, Participants in the Assumed Plans as of the date hereof shall have all of the rights and benefits thereunder as existed on the day before the Effective Date and no other changes in the Assumed Plans are intended hereby.

9. This Assumption Agreement may be executed in any number of counterparts, all of which, when executed, shall be deemed to be one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each party hereto has caused these presents to be executed on its behalf by its duly authorized officer, as of the day and year first above written.

MGP Ingredients, Inc.

By: /s/ Timothy W. Newkirk
Name: Timothy W. Newkirk,
Title: President & Chief Executive Officer

MGP Ingredients, Inc.

By: /s/ Timothy W. Newkirk
Name: Timothy W. Newkirk,
Title: President & Chief Executive Officer

Signature Page to
Assumption Agreement

Appendix A
Assumed Plans

Non-Employee Directors' Restricted Stock and Restricted Stock Unit Plan

Stock Incentive Plan of 1996

1998 Stock Incentive Plan for Salaried Employees

1996 Stock Option Plan for Outside Directors

Stock Incentive Plan of 2004

Employee Stock Purchase Plan

Employee Stock Ownership Plan

Exhibit B

Participating Employers under Assumed Plans

MGP Ingredients, Inc.

MGPI of Indiana, LLC (f/k/a Firebird Acquisitions, LLC)

MGPI Pipeline, Inc.(f/k/a Midwest Grain Pipeline, Inc.

DM Ingredients GmbH

Illinois Corn Processing, LLC

Exhibit 10.2

Amendments to Stock Incentive Plan of 1996, 1998 Stock Incentive Plan for Salaried Employees, Stock Incentive Plan of 2004, and 1996 Stock Option Plan for Outside Directors

WHEREAS, the Company intends to enter into an Agreement of Merger and Plan of Reorganization among the Company, MGPI Holdings, Inc. ("Holdings") and MGPI Merger Sub, Inc., pursuant to which the Company will merge with Merger Sub (the "Merger"), the Company will become the surviving entity of the Merger and the Company will become a wholly-owned subsidiary of Holdings;

WHEREAS, the Board of Directors intends that all Company employee incentive and benefit plans presently in effect shall continue in effect following the Merger, without any change in benefits, other than the substitution, where appropriate, of Holdings common stock for Company common stock and Holdings as the sponsor or obligor instead of the Company, other than as noted herein with respect to the non-employee director's restricted stock plan;

WHEREAS, management has recommended that, in connection with the Merger, the Company and Holdings enter into an Assumption Agreement, pursuant to which Holdings will agree to assume and perform obligations of the Company pursuant to such compensation and incentive plans established and maintained by the Company (the "Plans") immediately prior to the effective time of the Merger as may be appropriate;

WHEREAS, the Human Resources and Compensation Committee of the Board of Directors of the Company has reviewed the Plans and recommends to the Board of Directors that the Plans be amended, immediately prior to the consummation of the Merger, as set forth in the resolutions below (the "Recommended Amendments"); and

WHEREAS, the Board of Directors wishes to approve the Recommended Amendments.

NOW, THEREFORE, BE IT RESOLVED, that effective immediately prior to the effective time of the Merger, Section 2 of each of the Stock Incentive Plan of 2004, the 1998 Stock Incentive Plan for Salaried Employees, the Stock Incentive Plan of 1996 and Section 1 of the 1996 Stock Option Plan for Outside Directors be amended by adding a new term "Merger", as set forth below and by amending the term "Company" to provide as set forth below:

> ""Company" means MGP Ingredients, Inc., a Kansas corporation, provided, that immediately after the effective time of the Merger such term shall mean MGPI Holdings, Inc., a Kansas corporation (it being contemplated that such company will promptly change its name after the Merger to MGP Ingredients, Inc.)."
>
> ""Merger" means the merger of MGPI Merger Sub, Inc., a Kansas corporation and wholly owned subsidiary of MGPI Holdings, Inc., with the Company, pursuant to an Agreement of Merger and Plan of Reorganization among the Company, MGPI Merger Sub, Inc. and MGPI Holdings, Inc.";

FURTHER RESOLVED, that effective immediately prior to the effective time of the Merger, the Non Employee Directors' Restricted Stock Plan shall be amended and restated in the form presented to this meeting, and the Secretary is directed to file a copy of such plan as amended and restated with records of this meeting;

FURTHER RESOLVED, that the reference to SEC Rule 10b-18(a)(6) in Section 5 of the Company's Employee Stock Purchase Plan is amended to refer to SEC Rule 10b-18(a)(4);

FURTHER RESOLVED, that effective immediately prior to the effective time of the Merger, the words "MGP Ingredients, Inc." in section 5 of the Employee Stock Purchase Plan shall be amended to read "the Company" and the preamble to the Company's Employee Stock Purchase Plan is amended to read in its entirety as follows:

> "The Employee Stock Purchase Plan (the "Plan") of the Company and its Subsidiaries is designed to enable all full-time employees of the Company and its subsidiaries to acquire common stock of the Company ("Common Stock") through payroll deductions and dividend accumulations. Its purpose is to promote work and employment incentives by helping employees build a stake in the Company.
>
> "Company" means MGP Ingredients, Inc., a Kansas corporation, provided, that immediately after the effective time of the Merger, as defined herein, the term "Company" shall mean MGPI Holdings, Inc., a Kansas corporation (it being contemplated that such company will promptly change its name after the Merger to MGP Ingredients, Inc.). The term "Merger" means the merger of MGPI Merger Sub, Inc., a Kansas corporation and wholly owned subsidiary of MGPI Holdings, Inc., with the Company, pursuant to an Agreement of Merger and Plan of Reorganization among the Company, MGPI Merger Sub, Inc. and MGPI Holdings, Inc.
>
> A Company "Subsidiary" means each corporation or limited liability company at least 50% of the voting stock or membership interests of which is held directly or indirectly by the Company.
>
> "Employer", as used herein, shall be deemed to refer to the Company or to the Subsidiary by which any participating employee is employed.
>
> "Participant" means an eligible employee or Director who has enrolled in the Plan in accordance with the provisions of Section 3.1.";

FURTHER RESOLVED, that the officers of the Company are authorized and directed to restate each of the foregoing plans, as so amended, and to file copies thereof with records of this meeting;

FURTHER RESOLVED, that the Amendment to MGP Ingredients, Inc. Employee Stock Ownership Plan and Trust Agreement in the form presented to this meeting, pursuant to which MGPI Holdings, Inc. will become the Sponsoring Employer under such Plan and Trust Agreement as of the effective time of the Merger be, and hereby is, approved, and the President or any Vice President of the Company is authorized to execute the same on behalf of the Company, and the Secretary is directed to file a copy thereof with the records of this meeting; and

FURTHER RESOVLED, that the officers of the Company are authorized and directed to take all actions and do all other things deemed necessary by them to implement the intent of the foregoing resolutions, including, without limitation, filing any agreements, consents or other documents as may be required by the Securities and Exchange Commission, any state securities commission or any other governmental or regulatory body or agency.

MGP INGREDIENTS, INC.
NON-EMPLOYEE DIRECTORS' RESTRICTED STOCK
AND RESTRICTED STOCK UNIT PLAN
(As amended and restated)

1. Introduction

1.1 The Plan; Effective Date; Duration. This MGP Ingredients, Inc. Non-Employee Directors' Restricted Stock Plan (the "Plan") was approved at and became effective as of the date of the 2006 Annual Meeting of Stockholders. It was subsequently amended at the 2009 Annual Meeting of Stockholders and amended and restated by the Board of Directors on January 3, 2012. No award shall be made under the Plan after October 31, 2016.

1.2 Purpose. The purpose of the Plan is to provide each non-employee member ("Director") of the Board of Directors (the "Board") of MGP Ingredients, Inc. (the "Company") with awards of shares of common stock, no par value ("Stock"), of the Company ("Restricted Stock Awards") and, following the Merger (as defined in Section 1.4) awards of units that entitle the Director to receive one share of Stock for each unit awarded ("Restricted Stock Unit Awards"), subject to the restrictions and other provisions of the Plan. It is intended that the plan will (a) provide a means of compensating Directors that will help attract and retain qualified candidates to serve as Directors, and (b) permit Directors to increase their stock ownership and proprietary interest in the Company and their identification with the interests of the Company's stockholders.

1.3 Shares of Stock Available Under the Plan.

(a) Subject to the provisions of clause (c) below, the number of shares of Stock that may be delivered under the Plan during the term of the Plan is One Hundred Seventy Five Thousand (175,000). If there is an insufficient number of shares available to deliver to all Directors on any date as of which an award is made, the available shares shall be delivered to Directors on such date pro-rata.

(b) Shares of Stock awarded under the Plan ("Restricted Stock") and shares of Stock issued to a Director under a Restricted Stock Unit Award may be either authorized but unissued shares of Stock or previously-issued shares of Stock reacquired by the Company, including shares purchased in the open market.

(c) Appropriate and equitable adjustment shall be made in the number and kind of shares of Stock available under the Plan and covered by Restricted Stock Awards and Restricted Stock Unit Awards in the event of any recapitalization, reorganization, merger, consolidation, spin-off, combination, repurchase, exchange of shares or other securities of the Company, stock split, reverse stock split, stock dividend, extraordinary dividend, liquidation, dissolution, or other similar corporate transaction or event affecting the Company. If any such adjustment would result in a fractional security being (i) available under this Plan, such fractional security shall be disregarded; or (ii) subject to an award under this Plan, the Company shall pay the holder of such award an amount in cash determined by multiplying (x) the fraction of such security (rounded to the nearest hundredth) by (y) the Fair Market Value thereof on the date of such adjustment. The decision of the Committee (as defined in Section 3.1) regarding such adjustment or substitution shall be final, binding and conclusive.

1.4 Certain Terms Used Herein.

Notwithstanding the definition of the term "Company" in Section 1.2, immediately after the "Effective Time" of the "Merger", as defined herein, the term "Company" shall mean MGPI Holdings, Inc., a Kansas corporation (it being contemplated that such company will promptly change its name after the Merger to MGP Ingredients, Inc.). The term "Merger" means the merger of MGPI Merger Sub, Inc., a Kansas corporation and wholly owned subsidiary of MGPI Holdings, Inc., with the Company, pursuant to an Agreement of Merger and Plan of Reorganization, dated as of January 3, 2012, among the Company, MGPI Merger Sub, Inc. and MGPI Holdings, Inc. The term "Effective Time" means the time such Merger becomes effective under Kansas law.

2. Restricted Stock and Restricted Stock Unit Awards

2.1 Award Dates.

(a) Commencing in 2006 and continuing through the Effective Time, each Director who is in office on the first business day following the date of each annual meeting of stockholders ("Annual Meeting") shall be awarded shares of Restricted Stock with a Fair Market Value of $12,500, as determined on such first business day following the Annual Meeting, subject in all cases to the limits imposed in Section 1.3. Commencing at the Effective Time and continuing for the remaining term of this Plan, each Director in office on the first business day following the date of each Annual Meeting shall be awarded such number of Restricted Stock Units that is equivalent to the number of shares of Stock that have a Fair Market Value of $12,500, as determined on such first business day following the Annual Meeting, subject in all cases to the limits imposed in Section 1.3.

(b) Prior to the Effective Time, a Director who is elected or appointed to the Board on a date other than the date of an Annual Meeting shall be awarded shares of Restricted Stock as of the first business day following such date of election or appointment with a Fair Market Value of $12,500, as determined on such first business day following the date of election or appointment, subject in all cases to the limits imposed in Section 1.3. Commencing immediately following the Effective Time, a Director who is elected or appointed to the Board (other than in connection with the Merger) on a date other than the date of an Annual Meeting shall be awarded as of the first business day following such date of election or appointment such number of Restricted Stock Units that is equivalent to the number of shares of Stock that have a Fair Market Value of $12,500, as determined on such first business day following the Annual Meeting, subject in all cases to the limits imposed in Section 1.3.

(c) The "Fair Market Value" of a share of Restricted Stock or a share of Stock subject to a Restricted Stock Unit on the date as of which fair market value is to be determined shall be: (a) if the Stock is reported on the NASDAQ Stock Market., the closing price of a share of Stock as reported by NASDAQ as of the day on which the award was made; or (b) if the Stock is listed on another established securities exchange or exchanges, the highest reported closing price of a share of Stock on such exchange or exchanges as of day on which the award was made. The Fair Market Value of the Restricted Stock or a share of Stock subject to a Restricted Stock Unit, if not so reported or listed, and the Fair Market Value of any other property on the date as of which Fair Market Value is to be determined, shall mean the fair market value as determined by the Committee in its sole discretion, using a reasonable valuation method consistently applied.

2.2 Issuance of Restricted Stock; Restricted Stock Unit Award Notice. After the date as of which an award of Restricted Stock is made, the Company shall issue a certificate ("Certificate"), registered in the name of each Director receiving an award, representing the number of shares of Restricted Stock covered by the Director's award. Commencing at the Effective Time, after the date as of which an award of Restricted Stock Units is made, the Company shall provide the Director with a Restricted Stock Unit Award Notice (the "Notice"), setting forth the number of Restricted Stock Units covered by the Director's award.

2.3 Rights of Holders.

(a) *Restricted Stock.* Upon issuance of a Certificate, the Director in whose name the Certificate is registered shall, subject to the provisions of the Plan, have all of the rights of a stockholder with respect to the shares of Restricted Stock represented by the Certificate, including the right to vote the shares and receive cash dividends and other cash distributions thereon.

(b) *Restricted Stock Units.* A Director who receives a Restricted Stock Unit Award shall not have any of the rights of a stockholder with respect to the shares of Stock that the Director is entitled to receive under the terms of such award, including but not limited to the right to vote the shares and to receive cash dividends and other cash distributions thereon, unless and until the shares are issued to the Director pursuant to Section 2.8.

2.4 Vesting Period. The Restricted Stock and Restricted Stock Units shall be subject to the restrictions set forth in Sections 2.5 and 2.7 of the Plan. The Restricted Stock and Restricted Stock Units shall also be subject to a vesting period (the "Vesting Period") commencing on the date as of which the Restricted Stock or Restricted Stock Units are awarded (the "Award Date"). The Restricted Stock and Restricted Stock Units become fully vested on the occurrence of one of the following events (the "Vesting Events"): (1) the third anniversary of the Award Date with respect to an award of Restricted Stock or Restricted Stock Units to a Director; (2) the death of the Director; or (3) a Change in Control, as defined below. Further, the Committee is authorized to accelerate vesting in any given case in the event of the following terminations of the Director's Board service:

(a) the retirement of the Director from the Board at the end of the Director's term;

(b) the termination of the Director's service on the Board as a result of the Director's not standing for reelection for the Board; or

(c) the termination of the Director's service on the Board because of the Director's inability to perform substantially such Director's duties and responsibilities as a Director of the Company due to a physical or mental condition, as determined in the discretion of the Committee.

As used herein, the term "Change in Control" means:

(x) The acquisition (other than from the Company) by any person, entity or “group,” within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, (excluding, for this purpose, the Company or its subsidiaries, any employee benefit plan of the Company or its subsidiaries, trustees of the MGP Ingredients, Inc. Voting Trust or of the Cray Family Trust, or any person who acquires Common or Preferred Stock from Cloud L. Cray, Jr. or from any trust controlled by or for the benefit of Cloud L. Cray, Jr. prior to or as a result of his death) of beneficial ownership, (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of at least 30% of the then outstanding shares of common stock and 50% of the then outstanding shares of preferred stock, par value $10 per share, or 30% of the combined voting power of the Company’s then outstanding voting securities entitled to vote generally in the election of directors; or

(y) Individuals who, as of the date hereof, constitute the Board (as of the date hereof the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company) shall be, for purposes of this Plan, considered as though such person were a member of the Incumbent Board; or

(z) Approval by the stockholders of the Company of a reorganization, merger, consolidation, in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own collectively as a group more than 50% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company’s then outstanding voting securities, or a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company.

If any of the events enumerated in clauses (x) through (z) occur, the Committee shall determine the effective date of the Change in Control resulting therefrom for purposes of the Plan.

2.5 Forfeiture of Restricted Stock and Restricted Stock Units. As of the date ("Resignation Date") a Director resigns from the Board during the Director's term, the Director shall forfeit to the Company all Restricted Stock and Restricted Stock Units awarded to the Director for which the Vesting Period has not ended as of or prior to the Resignation Date.

2.6 Release of Restricted Stock. Restricted Stock shall be released to the Director, free and clear of all restrictions and other provisions of the Plan, on the first business day immediately following the last day of the Vesting Period with respect to such Restricted Stock.

2.7 Restrictions. Restricted Stock and Restricted Stock Units shall be subject to the following restrictions during the Vesting Period:

(a) The Restricted Stock and Restricted Stock Units shall be subject to forfeiture to the Company as provided in Section 2.5 of the Plan.

(b) The Restricted Stock and Restricted Stock Units may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, and neither the right to receive Restricted Stock, Restricted Stock Units or shares of Stock thereunder, nor any interest under the Plan, may be assigned by a Director, and any attempted assignment shall be void.

(c) Each Certificate representing shares of Restricted Stock shall be held by the Company and shall, at the option of the Company, bear an appropriate restrictive legend and be subject to appropriate "stop transfer" orders. The Director shall deliver to the Company a stock power endorsed in blank to the Company to be used by the Company in the event the Restricted Stock is forfeited.

(d) Any additional Stock or other securities or property (other than cash) that may be issued with respect to Restricted Stock or Stock subject to Restricted Stock Units as a result of any stock dividend, stock split, business combination or other event, shall be subject to the restrictions and other provisions of the Plan.

(e) The issuance of any Restricted Stock or any Stock subject to a Restricted Stock Unit Award shall be subject to and contingent upon (i) completion of any registration or qualification of the Stock under any federal or state law or government rule or regulation that the Company, in its sole discretion, determines to be necessary or advisable; and (ii) the execution by the Director and delivery to the Company of (A) any agreement reasonably required by the Company, and (B) the stock power referred to in Section 2.7(c) in the case of Restricted Stock.

2.8 Issuance of Stock Under Restricted Stock Units. In the event a Restricted Stock Unit Award becomes vested pursuant to Section 2.4, the shares of Stock the Director is entitled to receive under such award shall be issued to the Director (or in the event of the Director's death, the Director's legal representative), free and clear of all restrictions and other provisions of the Plan, within thirty (30) days following the earliest to occur of the following events:

(a) the third anniversary of the Award Date of the Restricted Stock Unit Award;

(b) the Director's death;

(c) a Section 409A Change in Control; or

(d) the Director's Separation from Service, provided that if the Director is a Specified Employee on the date of the Director's Separation from Service then (i) the shares of Stock shall not be issued until the first business day immediately following the six month anniversary of the date of the Director's Separation from Service and (ii) the occurrence of a Section 409A Change in Control after the Director's Separation from Service shall not accelerate the issuance of shares of Stock to an earlier date;

provided, that the Directors shall not have the right to designate the taxable year in which such shares of Stock shall be issued. For purposes of this Section 2.8, (i) the term "Separation from Service" has the meaning set forth in Treasury Regulation Section 1.409A-1(h), (ii) the term "Specified Employee" is defined and determined under the Company's Specified Employee Identifications Procedures and (iii) the term "Section 409A Change in Control" means the occurrence of a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of the Company, determined as follows:

(x) A "change in the ownership" of the Company shall occur on the date on which any one person, or more than one person acting as a group, acquires ownership of stock that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company, as determined in accordance with Treasury Regulation Section 1.409A-3(i)(5)(v). If a person or group is considered either to own more than 50% of the total fair market value or total voting power of the stock of the Company, or to have effective control of the Company within the meaning of part (y) of this definition, and such person or group acquires additional stock of the Company, the acquisition of additional stock by such person or group shall not be considered to cause a "change in the ownership" of the Company.

(y) A "change in the effective control" of the applicable corporation shall occur on either of the following dates:

(i) The date on which any one person, or more than one person acting as a group acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 30% or more of the total voting power of the stock of the Company , as determined in accordance with Treasury Regulation Section 1.409A-3(i)(5)(vi). If a person or group is considered to possess 30% or more of the total voting power of the stock of the Company, and such person or group acquires additional stock of the Company, the acquisition of additional stock by such person or group shall not be considered to cause a "change in the effective control" of the Company; or

(ii) The date on which a majority of the members of the Company's board of directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's board of directors before the date of the appointment or election, as determined in accordance with Treasury Regulation Section 1.409A-3(i)(5)(vi).

(z) A “change in the ownership of a substantial portion of the assets” of the Company shall occur on the date on which any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions, as determined in accordance with Treasury Regulation Section 1.409A-3(i)(5)(vii).

If any of the events enumerated in clauses (x) through (z) occur, the Committee shall, in accordance with the provisions of Treasury Regulation Section 1.409A-3(i)(5), determine the effective date of the Section 409A Change in Control resulting therefrom for purposes of the Plan.

2.9 Dividend Equivalents Under Restricted Stock Units. A Restricted Stock Unit Award shall entitle the Director to a payment equal to each dividend the Director would have received if the shares of Stock to which the Director is entitled under the terms of the Restricted Stock Unit Award were held by the Director, provided that the Director is serving on the Board on the record date for such dividend. Each dividend equivalent that is payable to the Director under this Section 2.9 shall be paid to the Director on the same date that the corresponding dividend is paid to the Company’s stockholders. This right to dividend equivalents shall terminate on the earlier to occur of a forfeiture of the Restricted Stock Unit Award under Section 2.5 or the issuance of the shares of Stock covered by the Restricted Stock Unit Award under Section 2.8, provided that if such forfeiture or issuance occurs after the record date but prior to the payment date of a dividend, the Director shall be paid the dividend equivalent for such dividend if the Director is serving on the Board on that record date.

3. General Provisions.

3.1 Administration. The Plan shall be administered by a committee (the "Committee") that shall be the Human Resources and Compensation Committee of the Board. The Committee shall have full power, discretion and authority to interpret and administer the Plan. The Committee's interpretations and actions shall be final, conclusive and binding upon all persons for all purposes. No member of the Board or the Committee, nor any officer or employee of the Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination or interpretation taken or made in good faith with respect to the Plan, and all members of the Board and the Committee and any officer or employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect to any such action, determination or interpretation.

3.2 No Retention Rights. Neither the establishment of the Plan nor the awarding of Restricted Stock or Restricted Stock Units to a Director shall be considered to give the Director the right to be retained on, or nominated for reelection to, the Board, or to any benefits or awards not specifically provided for by the Plan.

3.3 Interests Not Transferable. Except as to withholding of any tax required under the laws of the United States or any state or locality, no benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or other legal process, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, attach or otherwise encumber any such benefits whether currently or thereafter payable, shall be void. No benefit shall, in any manner, be liable for or subject to the debts or liabilities of any person entitled to such benefits. If any person shall attempt to, or shall alienate, sell, transfer, assign, pledge or otherwise encumber such person's benefits under the Plan, or if by reason of such person's bankruptcy or any other event, such benefits would devolve upon any other person or would not be enjoyed by the person entitled thereto under the Plan, then the Committee, in its discretion, may terminate the interest in any such benefits of the person entitled thereto under the Plan and hold or apply them to or for the benefit of such person entitled thereto under the Plan or such person's spouse, children or other dependents, or any of them, in such manner as the Committee may deem proper.

3.4 Amendment and Termination. The Board may at any time amend or terminate the Plan; provided that:

(a) no amendment or termination shall, without the written consent of a Director, adversely affect the Director's rights under outstanding awards of Restricted Stock or Restricted Stock Units; and

(b) Stockholder approval of any amendment shall be required if stockholder approval is required under applicable law or the rules of any national securities exchange or automated quotation system on which are listed or quoted any of the Company's equity securities.

3.5 Severability. If all or any part of the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any portion of the Plan not declared to be unlawful or invalid. Any Section or part thereof so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part thereof to the fullest extent possible while remaining lawful and valid.

3.6 Controlling Law. The law of Kansas, except its law with respect to choice of law,shall be controlling in all matters relating to the Plan.

3.7 Code Section 409A. Restricted Stock awarded under this Plan is intended to be exempt from the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), as transfers of restricted property as described in Treasury Regulation Section 1.409A-1(b)(6), and this Plan and each award of Restricted Stock shall be construed in accordance with this intent. Restricted Stock Unit Awards under this Plan are intended to comply with the provisions of Code Section 409A and the regulations and other authoritative guidance thereunder ("Section 409A"), and this Plan and each Restricted Stock Unit Award shall be construed and administered in a manner consistent with this intent such that there is not a "plan failure" within the meaning of Code Section 409A(a)(1). Any provision of this Plan or a Restricted Stock Unit Award that would cause this Plan or such award to so fail Section 409A shall have no force and effect until amended to comply with Section 409A (which amendment may be retroactive to the extent deemed necessary and appropriate by the Board and may be made by the Board without the consent of the affected Directors).

Exhibit 10.4

Form Of Indemnification Agreement

THIS AGREEMENT, dated as of the ____ day of _____, 20___, by and between MGPI Holdings, Inc., a Kansas corporation (the "Company"), and _____ (the "Indemnitee").

WHEREAS, it is contemplated that shortly after executing this Agreement the Company will change its name to MGP Ingredients, Inc.;

WHEREAS, it is essential to the Company to retain and attract as directors and officers the most capable persons available;

WHEREAS, Indemnitee is a director or officer of the Company;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors and officers of public companies in today's environment;

WHEREAS, the Kansas legislature, in recognition of the need to secure the continued service of competent and experienced people in senior corporate positions and to assure that they will be able to exercise judgment without fear of personal liability so long as they fulfill the basic duties of honesty, care and good faith, has enacted K.S.A. 17-6305, which empowers the Company to indemnify its officers, directors, employees and agents and expressly provides that the indemnification provided by the statute is not exclusive;

WHEREAS, the Bylaws of the Company require the Company to indemnify and advance expenses to its directors and officers to the fullest extent now or hereafter authorized by the Kansas Statutes Annotated, and the Bylaws, further, provide that the right to indemnification and payment of expenses conferred therein shall not be exclusive of any other right which any person may have or acquire under any statute, provision of the Articles of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors, or otherwise; and

WHEREAS, in recognition of the fact that the Indemnitee continues to serve as a director or officer of the Company, in part in reliance on the Bylaws, and of the fact of Indemnitee's need for substantial protection against personal liability in order to enhance Indemnitee's continued service to the Company in an effective manner, and in part to provide Indemnitee with specific contractual assurance that the protection promised by the Bylaws will be available to Indemnitee (regardless of, among other things, any amendment to the Bylaws or any change in the composition of the Company's Board of Directors or any acquisition transaction relating to the Company), and due to the possibility that the Company's directors' and officers' liability insurance coverage could at some future time become inadequate, the Company wishes to provide in this Agreement for the indemnification of, and the advancing of expenses to, Indemnitee to the fullest extent (whether partial or complete) now or hereafter authorized or permitted by law and as set forth in this Agreement, and, to the extent insurance is maintained, for the continued coverage of Indemnitee under the Company's directors' and officers' liability insurance policies.

NOW, THEREFORE, in consideration of the premises and of Indemnitee continuing to serve the Company directly or, at its request, through service to another enterprise, and intending to be legally bound hereby, the parties hereto agree as follows:

1. CERTAIN DEFINITIONS:

(a) "Acquiring Person" means a person, entity or group that has made an acquisition described in Section 1(e)(i) or the reorganized or surviving company in a reorganization or consolidation described in Section 1(e)(iii).

(b) "Approved Law Firm" shall mean any law firm that has at least twenty (20) attorneys (wherever located) and an office located in Kansas and is rated "av" by Martindale-Hubbell Law Directory; provided, however, that such law firm shall not, for a five-year period prior to the earliest date as of which Indemnitee first has actual knowledge of the relevant Indemnifiable Claim, have been engaged by the Company, an Acquiring Person, any affiliate or associate of an Acquiring Person, or Indemnitee.

(c) "Applicable Standard of Conduct" shall mean the standard of conduct that must be satisfied to permit indemnification under K.S.A. 17-6305(a) or (b), whichever is or would be applicable under the circumstances.

(d) "Board of Directors" or "Board" shall mean the Board of Directors of the Company.

(e) A "Change in Control" shall be deemed to have occurred upon:

(i) The acquisition (other than from the Company) by any person, entity or "group," within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (excluding, for this purpose, the Company or its subsidiaries, any employee benefit plan of the Company or its subsidiaries, trustees of the MGP Ingredients, Inc. Voting Trust or of the Cray Family Trust, or any person who acquires common or preferred stock of the Company from Cloud L. Cray, Jr. or from any trust controlled by or for the benefit of Cloud L. Cray, Jr. prior to or as a result of his death), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of at least 30% of the then outstanding shares of common stock and 50% of the then outstanding shares of $10 par value preferred stock of the Company or 30% of the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors; or

(ii) The cessation, for any reason, of individuals who, as of the date hereof, constitute the Board (as of the date hereof the "Incumbent Board") to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company) shall be, for purposes of this Agreement, considered as though such person were a member of the Incumbent Board; or

(iii) Approval by the stockholders of the Company of (A) a reorganization, merger or consolidation, in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own collectively as a group more than 50% of the combined voting power entitled to vote generally in the election of directors of the reorganized or surviving company's then outstanding voting securities, or (B) a liquidation or dissolution of the Company or the sale of all or substantially all of the assets of the Company.

(f) "Claim" shall mean any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation, whether conducted by the Company or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, administrative, investigative or other.

(g) "Company-Related Enterprise" shall mean any corporation of any type or kind, domestic or foreign, partnership, joint venture, trust, employee benefit plan or other enterprise for which Indemnitee serves or has served as a Fiduciary at the request of the Company. For this purpose, and without limitation of any indemnification provided hereunder, if Indemnitee serves as a Fiduciary for (i) another corporation, partnership, joint venture or trust of which 20 percent or more of the voting power or residual economic interest is held, directly or indirectly, by the Company, or (ii) any employee benefit plan of the Company or any entity referred to in clause (i), Indemnitee shall be deemed to be doing or to have done so at the request of the Company.

(h) "Expenses" shall include attorneys' fees and all other costs, expenses and obligations reasonably paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in, any Indemnifiable Claim, together with interest, computed at the Company's average cost of funds for short-term borrowings, accrued from the date of payment of such expense to the date Indemnitee receives reimbursement therefor.

(i) "Fiduciary" shall mean director, officer, general partner, manager, employee, trustee, agent or other fiduciary.

(j) "Indemnifiable Claim" shall mean any Claim based upon, or arising in whole or in part out of (i) the fact that Indemnitee is or was a Fiduciary of the Company or is or was a Fiduciary of any Company-Related Enterprise, (ii) anything done or not done (or alleged to have been done or not done) by Indemnitee in any such capacity or (iii) anything done or not done (or alleged to have been done or not done) by Indemnitee in any other capacity for the Company or a Company-Related Enterprise while serving as a Fiduciary of the Company or a Company-Related Enterprise.

(k) "Reviewing Party" shall be (i) the Board of Directors, acting by majority vote of directors (the "Disinterested Directors") who are not parties to the particular Claim with respect to which Indemnitee is seeking indemnification, even through less than a quorum, (ii) a committee of the Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, or (iii) if there are no Disinterested Directors, or if the Disinterested Directors so direct, (A) independent legal counsel or (B) the stockholders.

2. BASIC INDEMNIFICATION ARRANGEMENT. If Indemnitee was, is or becomes at any time a party to, or witness or other participant in, or is threatened to be made a party to, or witness or other participant in, an Indemnifiable Claim, the Company shall indemnify Indemnitee to the fullest extent now or hereafter authorized or permitted by law as soon as practicable but in any event no later than 30 days after written demand is presented to the Company, against any and all Expenses, judgments, fines (including excise taxes assessed against Indemnitee with respect to an employee benefit plan), penalties and amounts paid in settlement of such Claim (including all interest, assessments and other charges paid or payable in connection with, or in respect of, such Expenses, judgments, fines, penalties or amounts paid in settlement). If so requested by Indemnitee, and upon compliance with the condition stated in Section 3, the Company shall advance (within two business days of such request and compliance) any and all Expenses to Indemnitee (an "Expense Advance"). Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification pursuant to this Agreement (i) in respect of any Claim based upon or arising out of conduct of Indemnitee that does not satisfy the Applicable Standard of Conduct, or (ii) in any action by or in the right of the Company in which Indemnitee has been finally adjudged to be liable to the Company, unless and only to the extent that the court in which the proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper, nor shall the Company be liable, unless otherwise provided by separate written agreement, bylaw or other provision for indemnity, to make any payment in connection with any Claim (x) for an accounting of profits made from the purchase or sale by the Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto, (y) for amounts paid in settlement of any proceeding effected without the written consent of the Company, which consent shall not be unreasonably withheld or (z) in connection with any Claim initiated prior to a Change in Control by Indemnitee, unless the Board of Directors has joined in or consented to the initiation of such Claim.

3. PAYMENT.

a. Notwithstanding the provisions of Section 2, the indemnification obligations of the Company under Section 2 (which shall in no event be deemed to preclude any right to indemnification to which Indemnitee may be entitled under K.S.A. 17-6305) shall be subject to the condition that unless indemnification is ordered by a court, the Reviewing Party shall have authorized such indemnification in the specific case upon a determination that Indemnitee has met the Applicable Standard of Conduct and that indemnification is not precluded by circumstances described in the last sentence of Section 2 of this Agreement. If the Reviewing Party is independent legal counsel, the determination shall be made in a written opinion.

b. The Company shall promptly call a meeting of the Board of Directors with respect to a Claim and agrees to use its best efforts to facilitate a prompt determination by the Reviewing Party with respect to the Claim. Indemnitee shall be afforded the opportunity to make submissions to the Reviewing Party with respect to the Claim.

c. The Company shall have no obligation under this Agreement to make an Expense Advance pursuant to Section 2 with respect to matters described in clauses (y) and (z) of the last sentence of Section 2.

d. The obligation of the Company to make an Expense Advance pursuant to Section 2 shall only be subject to the condition that the Indemnitee must first deliver to the Company a signed, written undertaking to repay the Expense Advance (i) if and when Indemnitee settles any proceeding without the written consent of the Company, which consent shall not be unreasonably withheld or (ii) if, when and to the extent that the Reviewing Party determines that Indemnitee is not entitled to be indemnified under Section 2 and applicable law; provided, however, with respect to clause (ii), that if Indemnitee has commenced legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee is entitled to be indemnified under Section 2, applicable law or both, any decision by the Reviewing Party not to authorize indemnification shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto and all rights of appeal therefrom have been exhausted or lapsed.

e. If a claim for indemnification or Expense Advance has not been paid in full by the Company within ninety (90) days after written demand is presented to the Company, Indemnitee shall have the right to commence litigation in any court in the State of Kansas having subject matter jurisdiction thereof and in which venue is proper, seeking an initial determination by the court or challenging any determination by the Reviewing Party or any aspect thereof, and the Company hereby consents to service of process and agrees to appear in any such proceeding. It shall be a defense to any such action (other than an action brought to enforce a claim for Expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the Company) that the Indemnitee has not met the Applicable Standard of Conduct, but the burden of proving such defense shall be on the Company. However, neither the failure of the Reviewing Party to have made a determination prior to the commencement of such action that the Indemnitee has met the Applicable Standard of Conduct, nor an actual determination by the Reviewing Person that the Indemnitee had not met such Applicable Standard of Conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the Applicable Standard of Conduct.

4. COMPANY PARTICIPATION. The Company shall be entitled to participate at its expense in any proceeding for which Indemnitee may be entitled to indemnity hereunder, and it may assume the defense thereof with counsel satisfactory to the Indemnitee unless the Indemnitee reasonably concludes that there may be a conflict of interest between the Company and the Indemnitee in the conduct of such defense.

5. CHANGE IN CONTROL. If there is a Change in Control (other than a Change in Control which has been approved by a majority of the directors who were directors immediately prior to such Change in Control and were or are deemed to have been members of the Incumbent Board), then (i) for the purpose of all authorizations and determinations pursuant to the first sentence of Section 3 hereof and K.S.A. 17-6305, the Reviewing Party shall be independent legal counsel and (ii) with respect to all matters thereafter arising concerning the rights of Indemnitee to indemnification and Expense Advances under this Agreement, the Company (including the Board of Directors) shall seek legal advice from (and only from) special, independent counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld), and who (except in connection with such matters) has not performed services for the Company (or any subsidiary of the Company) or an Acquiring Person, any affiliate or associate of an Acquiring Person, or Indemnitee within the five-year period prior to the earliest date as of which Indemnitee first has actual knowledge of the relevant Indemnifiable Claim. Unless Indemnitee has theretofore selected counsel pursuant to this Section 5 and such counsel has been approved by the Company, any Approved Law Firm selected by Indemnitee shall be deemed to be approved by the Company. Such counsel, among other things, shall render their written opinion to the Company, the Board of Directors and Indemnitee as to whether and to what extent Indemnitee is entitled to be indemnified under applicable law. The Company agrees to pay the reasonable fees of the special, independent counsel referred to above and to fully indemnify such counsel, to the extent not prohibited by applicable rules of professional conduct, against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or counsel's engagement pursuant hereto. As used in this Agreement, the terms "affiliate" and "associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act as in effect on the date of this Agreement.

6. INDEMNIFICATION FOR ADDITIONAL EXPENSES. The Company shall indemnify Indemnitee against any and all expenses (including attorneys' fees) that are reasonably incurred by Indemnitee in connection with any claim successfully asserted, in whole or in part, or action brought by Indemnitee in which the Indemnitee prevails, in whole or in part, for (i) indemnification or advance payment of Expenses by the Company under this Agreement or any other agreement or Bylaw of the Company now or hereafter in effect relating to Indemnifiable Claims or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Company.

7. PARTIAL INDEMNITY, ETC. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, penalties and amounts paid in settlement relating to a Claim but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all Indemnifiable Claims or in defense of any issue or matter relating to an Indemnifiable Claim, including dismissal without prejudice, Indemnitee shall be indemnified, to the extent permitted by law, against all Expenses incurred in connection with such Indemnifiable Claims.

8. BURDEN OF PROOF. In connection with any determination by the Reviewing Party or a court as to whether Indemnitee is entitled to be indemnified hereunder, the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

9. NO PRESUMPTION. For purposes of this Agreement, the termination of any claim, action, suit or proceeding, whether civil or criminal, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

10. NONEXCLUSIVITY, ETC. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under the Articles of Incorporation or Bylaws of the Company, applicable law, any other agreement, or otherwise. To the extent that a change in the law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Bylaws of the Company and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change.

11. LIABILITY INSURANCE. To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any director or officer of the Company.

12. AMENDMENTS, ETC. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be effective unless in writing and no written waiver shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

13. SUBROGATION. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights. Indemnitee shall not be obligated to incur any expense in connection with, and Indemnitee shall be entitled to reasonable compensation for any time devoted by Indemnitee to, securing such rights of recovery for the Company.

14. NO DUPLICATION OF PAYMENTS. The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, the Articles of Incorporation or Bylaws of the Company, or otherwise) of the amounts otherwise indemnifiable hereunder.

15. SPECIFIC PERFORMANCE. The parties recognize that if any provision of this Agreement is violated by the Company, Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation, the Indemnitee shall be entitled, if Indemnitee so elects, to institute proceedings, either at law or in equity, to obtain damages, enforce specific performance, enjoin such violation, obtain any other relief, or any combination of the foregoing.

16. BINDING EFFECT, ETC. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets, or both, of the Company), assigns, spouses, heirs, and personal and legal representatives. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as a Fiduciary of the Company or a Company-Related Enterprise.

17. SEVERABILITY. The provisions of this Agreement shall be severable if any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

18. GOVERNING LAW. This Agreement shall be governed by, and be construed and enforced in accordance with, the laws of the State of Kansas applicable to contracts made and to be performed in such state, without giving effect to the principles of conflicts of laws.

19. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Company and Indemnitee have executed this Agreement effective as of the date first above written.

MGPI Holdings, Inc.

By: _____
Name: _____
Title: _____

_____
Name: _____