

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

**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 8)\*

**MGP Ingredients, Inc.**

(Name of Issuer)

**Common Stock, No Par Value**  
(Title of Class of Securities)

**55303J106**  
(CUSIP Number)

**Karen Seaberg**  
**Cray Business Plaza**  
**100 Commercial Street**  
**Atchison, Kansas 66002**  
**(913) 367-1480**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**June 7, 2023**  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 55303J106

1	NAMES OF REPORTING PERSONS Karen Seaberg	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY	7	SOLE VOTING POWER 2,637,286(1)
	8	SHARED VOTING POWER 446,900(2)

EACH REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER 2,637,286(1)
	10	SHARED DISPOSITIVE POWER 446,900(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,079,486	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.0% (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN, HC	

- (1) This amount includes 2,267,742 shares owned of record by the Cray Partnership (as defined herein), 162,746 shares owned of record by the Karen Cray Seaberg Revocable Trust, 55,850 shares owned of record by the Lori A. Mingus GST Exempt Trust, 62,359 shares owned of record by the Melissa A. Huntington GST Exempt Trust. The remaining shares are held by Ms. Seaberg either directly or through her individual retirement account.
- (2) This amount includes 394,683 shares owned of record by the Seaberg Partnership (as defined herein) and 47,517 shares owned of record by the Seaberg Family Foundation (as defined herein).
- (3) Based upon 22,009,834 shares outstanding as of April 28, 2023 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Securities and Exchange Commission on May 4, 2023).

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CUSIP No. 55303J106

1	NAMES OF REPORTING PERSONS Cray Family Management, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Kansas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,267,742
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,267,742
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,267,742	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.3% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) Based upon 22,009,834 shares outstanding as of April 28, 2023 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Securities and Exchange Commission on May 4, 2023).

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1	NAMES OF REPORTING PERSONS Cray MGP Holdings, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Kansas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,267,742
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,267,742
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,267,742	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.3% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(1) Based upon 22,009,834 shares outstanding as of April 28, 2023 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Securities and Exchange Commission on May 4, 2023).

1	NAMES OF REPORTING PERSONS Seaberg Family Management, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Kansas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 394,683
	9	SOLE DISPOSITIVE POWER 0

	10	SHARED DISPOSITIVE POWER 394,683
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 394,683	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.8% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

(1) Based upon 22,009,834 shares outstanding as of April 28, 2023 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Securities and Exchange Commission on May 4, 2023).

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CUSIP No. 55303J106

1	NAMES OF REPORTING PERSONS Seaberg MGP Holdings, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Kansas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 394,683
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 394,683
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 394,683	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.8% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(1) Based upon 22,009,834 shares outstanding as of April 28, 2023 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Securities and Exchange Commission on May 4, 2023).

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CUSIP No. 55303J106

1	NAMES OF REPORTING PERSONS Laidacker M. Seaberg and Karen C. Seaberg Family Foundation	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	

3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Kansas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 47,517
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 47,517
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 47,517	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2% (1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(1) Based upon 22,009,834 shares outstanding as of April 28, 2023 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Securities and Exchange Commission on May 4, 2023).

CUSIP No. 55303J106

1	NAMES OF REPORTING PERSONS Lori Mingus	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 55,635
	8	SHARED VOTING POWER 394,683(1)
	9	SOLE DISPOSITIVE POWER 55,635
	10	SHARED DISPOSITIVE POWER 394,683(1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 450,318	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.0% (2)	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
	IN

- (1) This amount includes 394,683 shares owned of record by the Seaberg Partnership (as defined herein).
- (2) Based upon 22,009,834 shares outstanding as of April 28, 2023 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Securities and Exchange Commission on May 4, 2023).

**SCHEDULE 13D/A (Amendment No. 8)**

**Explanatory Note**

This Amendment No. 8 to Schedule 13D (this "Amendment No. 8") is being filed to amend the statement on Schedule 13D filed by Karen Seaberg, Cray Family Management, LLC, Cray MGP Holdings, LP, Seaberg Family Management, Inc., Seaberg MGP Holdings, LP, the Laidacker M. Seaberg and Karen C. Seaberg Family Foundation and Lori A. Mingus on January 27, 2023 (as previously amended, the "Prior Statement"), and relates to shares of common stock, no par value (the "Common Stock"), of MGP Ingredients, Inc., a Kansas corporation (the "Company").

This Amendment No. 8 amends and restates Items 4, 5 and 6. Each of Ms. Seaberg and Ms. Mingus is a member of a separate group that has agreed to vote their shares of Common Stock in favor of certain persons nominated to serve as directors of the Company, as described in Item 4 below. The Reporting Persons have entered into the Amended and Restated Joint Filing Agreement, which was filed as Exhibit 99.4 to Amendment No. 7 to this Schedule 13D, pursuant to which the Reporting Persons agreed to file this statement jointly in accordance with the provisions of Rule 13d-1(k)(1) promulgated under the Act. Information with respect to each Reporting Person is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information furnished by another Reporting Person. The Reporting Persons expressly disclaim that they have agreed to act as a group other than as described in this Amendment No. 8.

The Prior Statement is hereby amended and supplemented as detailed below, and, except as amended and supplemented hereby, the Prior Statement remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Prior Statement.

**Item 4. Purpose of Transaction.**

This report relates to, among other things, Cray Family Management, LLC ("Cray Management"), Cray MGP Holdings, LP (the "Cray Partnership"), Seaberg Family Management, Inc. ("Seaberg Management"), Seaberg MGP Holdings, LP (the "Seaberg Partnership"), the contribution of Common Stock to the Cray Partnership and the Seaberg Partnership, the sale of Common Stock by the Cray Partnership and the Seaberg Partnership, the Shareholders' Agreement (as defined below) and related acts and planned actions.

Cray Management was formed on September 25, 2012 and the Cray Partnership was formed on October 1, 2012 for estate planning purposes. Karen Seaberg is the sole manager of Cray Management, and three trusts for which Karen Seaberg and her sisters, Cathy Scroggs and Susan Robbins, separately serve as trustee are the members of Cray Management. Cray Management is the general partner of the Cray Partnership.

On December 16, 2012, Cloud L. Cray Jr. contributed 2,555,967 shares of Common Stock to the Cray Partnership. On December 12, 2012, Karen Seaberg and Susan Robbins contributed 9,000 and 3,010 shares of Common Stock to Cray Management, respectively. Susan Robbins contributed an additional 5,090 shares on December 21, 2012. Cathy Scroggs contributed cash to Cray Management. Cray Management used these contributions to acquire a 1% general partner interest in the Cray Partnership on December 30, 2012.

In connection with his contribution, Mr. Cray initially received a 99% limited partner interest in the Cray Partnership. As of the date hereof, all of the limited partner interests in the Cray Partnership are held by trusts whose beneficiaries are the descendants of Cloud L. Cray living from time to time.

Since its formation, the Cray Partnership has sold 305,325 shares of Common Stock in various open market transactions and as of June 8, 2023, owned 2,267,742 shares of Common Stock.

Seaberg Management was formed on October 28, 2020 and the Seaberg Partnership was formed on October 30, 2020 for estate planning purposes. Karen Seaberg serves as a member of the board of directors of Seaberg Management, and Karen's daughters, Lori Mingus and Melissa Huntington, serve as the remaining two members of the board of directors of Seaberg Management. Seaberg Management is the general partner of the Seaberg Partnership.

On or about November 5, 2020, Lori Mingus, as trustee of the Lori L. Mingus Trust, contributed 222 shares of Common Stock to Seaberg Management, Melissa Huntington contributed 222 shares of Common Stock to Seaberg Management and Karen Seaberg, as trustee of the Karen Cray Seaberg Revocable Trust, contributed cash to Seaberg Management. On or about November 4, 2020, Seaberg Management contributed 444 shares of Common Stock and cash to the Seaberg Partnership to acquire a 0.13764% general partner interest in the Partnership. Karen Seaberg initially contributed 408,889 shares to the Seaberg Partnership and Lori Mingus and Melissa Huntington each initially contributed, either directly or through trusts of which they are the beneficiaries, 889 shares of Common Stock to the Seaberg Partnership. Grandchildren of Karen Seaberg or trusts whose beneficiaries are grandchildren of Karen Seaberg contributed a total of 2,664 shares of Common Stock. As of the date hereof, Karen Seaberg has (through her revocable trust) a 28.3% limited partner interest. The remaining limited partner interests in the Seaberg Partnership are held directly by descendants of Karen Seaberg or by trusts whose beneficiaries are the descendants of Karen Seaberg living from time to time.

Since its formation, the Seaberg Partnership has sold 18,084 shares of Common Stock in various open market transactions and as of June 8, 2023, owned 394,683 shares of Common Stock.

On January 22, 2021, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement"), with London HoldCo, Inc. ("HoldCo"), Luxco Group Holdings, Inc., LRD Holdings LLC, LDL Holdings DE, LLC, and KY Limestone Holdings LLC (together, the "Luxco Companies"), the shareholders of London HoldCo, Inc. (the "Sellers"), and Donn Lux, as Sellers' Representative. On April 1, 2021, the Company merged HoldCo with and into the Company, with the Company surviving the merger (the "Merger"). On January 22, 2021, Karen Seaberg, as the holder of a majority of the Company's Preferred Stock (the "Preferred Stock"), executed a written consent approving the Merger Agreement and the Merger, which, under the Company's Articles of Incorporation, was the only approval of the Company's stockholders required to approve the Merger Agreement and the Merger. Ms. Seaberg directly owns beneficially and of record 226 shares of Preferred Stock and beneficially owns 71 shares of Preferred Stock that are owned of record by a revocable trust for which she serves as trustee. See Item 6 for additional details regarding the Company's Articles of

The completion of the Merger was subject to certain closing conditions, including, among others, execution by the Company and the other parties thereto of a shareholders' agreement, dated April 1, 2021 (the "Shareholders' Agreement"). Pursuant to the terms of the Shareholders' Agreement, the Sellers received the right to nominate two Group A directors for election to the board by the Company's common stockholders at each stockholders meeting at which Group A directors are elected. The right to nominate two directors is conditioned upon the Sellers having beneficial ownership of 15% or more of the Company's issued and outstanding Common Stock (which, for the avoidance of doubt, excludes any shares of Common Stock beneficially owned by Karen Seaberg and Lori Mingus). The Shareholders' Agreement further provides that so long as the Sellers beneficially own at least 10% but less than 15% of the Company's issued and outstanding Common Stock, the Sellers may nominate one director candidate for election to the Company board. Any nominee nominated pursuant to the Shareholders' Agreement: (i) shall qualify as an "Independent Director" as defined in Rule 5605(a)(2) of the Nasdaq Stock Market (but excluding the requirements of Rule 5605(c)(2) related to audit committee members); provided, however, that Donn S. Lux shall not be required to be an "Independent Director;" (ii) shall not be involved in any event that would require disclosure under Item 401(f) of Regulation S-K; and (iii) shall not be subject to a "Bad Actor" disqualification under Rule 506(d) promulgated under the Securities Act of 1933, as amended. Karen Seaberg and Lori Mingus are also parties to the Shareholders' Agreement, pursuant to which they have agreed to vote shares of Common Stock beneficially owned by them in favor of such nominees. Securities and Exchange Commission guidance provides that as a result of entering into the Shareholders' Agreement (i) the Reporting Persons may be deemed to be a part of a separate group with the Sellers for that purpose, and (ii) the shares of Common Stock beneficially owned by Karen Seaberg and Lori Mingus may be deemed to be beneficially owned by the Sellers, but that the shares beneficially owned by the Sellers are not deemed to be beneficially owned by Karen Seaberg and Lori Mingus. Karen Seaberg and Lori Mingus disclaim any beneficial ownership of the shares of Common Stock held by the Sellers.

The Reporting Persons intend to continue to review their investment in the Company on an ongoing basis and, depending on various factors, including, without limitation, the Company's financial position, the price of the Common Stock, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may, in the future, take such actions with respect to their shares of Common Stock or Preferred Stock as they deem appropriate, including, without limitation: purchasing additional shares of Common Stock and/or Preferred Stock; selling shares of Common Stock and/or Preferred Stock; taking any action to change the composition of the Company's board of directors; taking any other action with respect to the Company or any of its securities in any manner permitted by law or changing their intention with respect to any and all matters referred to in paragraphs (a) through (j) of Item 4 of Schedule 13D. Sales of Common Stock may be made pursuant to Rule 10b5-1 trading plans adopted or maintained by one or more Reporting Persons.

**Item 5. Interest in Securities of the Issuer.**

a.-b. The number and percentage of shares of Common Stock beneficially owned by each of the Reporting Persons, based on 22,009,834 shares outstanding as of April 28, 2023 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, filed with the Securities and Exchange Commission on May 4, 2023), are as follows:

**Karen Seaberg**

- (i) Number Beneficially Owned: 3,079,486  
Percent of Class: 14.2%
- (ii) Number of shares of Common Stock as to which the Reporting Person has:

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- (A) Sole voting power to vote or direct the vote: 2,637,286
- (B) Shared power to vote or direct the vote: 446,900
- (C) Sole power to dispose or direct the disposition of: 2,637,286
- (D) Shared power to dispose or direct the disposition of: 446,900

The amounts reported above include: 2,267,742 shares owned of record by the Cray Partnership, 394,683 shares owned of record by the Seaberg Partnership, 55,850 shares owned of record by the Lori A. Mingus GST Exempt Trust, 62,359 shares owned by the Melissa A. Huntington GST Exempt Trust, 162,746 shares owned of record by the Karen Cray Seaberg Revocable Trust (Karen Seaberg is the sole trustee of each of the foregoing trusts and has sole voting and investment power over shares owned by the trusts), and 47,517 shares owned of record by the Seaberg Family Foundation. Karen Seaberg is president and a member of the board of directors of Seaberg Family Foundation. Karen Seaberg does not have a pecuniary interest in the shares held by the Seaberg Family Foundation. The remaining shares are owned by Ms. Seaberg either directly or through her individual retirement account. Cray Management is the general partner of the Cray Partnership. Ms. Seaberg is the sole manager of Cray Management and in such capacity has sole power to vote and dispose of the shares owned by the Cray Partnership. Karen Seaberg disclaims any Section 16 beneficial ownership in the shares held by Cray Partnership except to the extent of her pecuniary interest therein. Seaberg Management is the general partner of the Seaberg Partnership. Karen Seaberg is president and a member of the board of directors of Seaberg Management and her daughters, Lori Mingus and Melissa Huntington, are the remaining two members of the board of directors of Seaberg Management. As parties to the Shareholders' Agreement, Karen Seaberg and Lori Mingus have shared power to vote and dispose of the shares owned by the Seaberg Partnership.

Karen Seaberg directly owns beneficially and of record 226 shares of Preferred Stock and beneficially owns 71 shares of Preferred Stock that are owned of record by a revocable trust for which she serves as trustee, representing in the aggregate approximately 67% of the outstanding Preferred Stock.

**Cray Family Management, LLC**

- (i) Number Beneficially Owned: 2,267,742  
Percent of Class: 10.3%
- (ii) Number of shares of Common Stock as to which the Reporting Person has:
  - (A) Sole voting power to vote or direct the vote: 0
  - (B) Shared power to vote or direct the vote: 2,267,742
  - (C) Sole power to dispose or direct the disposition of: 0
  - (D) Shared power to dispose or direct the disposition of: 2,267,742

2,267,742 shares shown above are owned of record by the Cray Partnership. Cray Management is the general partner of the Cray Partnership. Karen Seaberg is the sole manager of Cray Management and in such capacity has sole power to vote and dispose of the shares owned by the Cray Partnership. Karen Seaberg disclaims any Section 16

beneficial ownership in the shares held by Cray Partnership except to the extent of her pecuniary interest therein.

**Cray MGP Holdings, LP**

- (i) Number Beneficially Owned: 2,267,742  
Percent of Class: 10.3%
- (ii) Number of shares of Common Stock as to which the Reporting Person has:
  - (A) Sole voting power to vote or direct the vote: 0

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- (B) Shared power to vote or direct the vote: 2,267,742
- (C) Sole power to dispose or direct the disposition of: 0
- (D) Shared power to dispose or direct the disposition of: 2,267,742

2,267,742 shares shown above are owned of record by the Cray Partnership. Cray Management is the general partner of the Cray Partnership. Karen Seaberg is the sole manager of Cray Management and in such capacity has sole power to vote and dispose of the shares owned by the Cray Partnership. Karen Seaberg disclaims any Section 16 beneficial ownership in the shares held by Cray Partnership except to the extent of her pecuniary interest therein

**Seaberg Family Management, Inc.**

- (i) Number Beneficially Owned: 394,683  
Percent of Class: 1.8%
- (ii) Number of shares of Common Stock as to which the Reporting Person has:
  - (A) Sole voting power to vote or direct the vote: 0
  - (B) Shared power to vote or direct the vote: 394,683
  - (C) Sole power to dispose or direct the disposition of: 0
  - (D) Shared power to dispose or direct the disposition of: 394,683

394,683 shares shown above are owned of record by the Seaberg Partnership. Seaberg Management is the general partner of the Seaberg Partnership. Karen Seaberg is president and a member of the board of directors of Seaberg Management and her daughters, Lori Mingus and Melissa Huntington, are the remaining two members of the board of directors of Seaberg Management. As parties to the Shareholders' Agreement, Karen Seaberg and Lori Mingus have shared power to vote and dispose of the shares owned by the Seaberg Partnership.

**Seaberg MGP Holdings, LP**

- (i) Number Beneficially Owned: 394,683  
Percent of Class: 1.8%
- (ii) Number of shares of Common Stock as to which the Reporting Person has:
  - (A) Sole voting power to vote or direct the vote: 0
  - (B) Shared power to vote or direct the vote: 394,683
  - (C) Sole power to dispose or direct the disposition of: 0
  - (D) Shared power to dispose or direct the disposition of: 394,683

394,683 shares shown above are owned of record by the Seaberg Partnership. Seaberg Management is the general partner of the Seaberg Partnership. Karen Seaberg is president and a member of the board of directors of Seaberg Management and her daughters, Lori Mingus and Melissa Huntington, are the remaining two members of the board of directors of Seaberg Management. As parties to the Shareholders' Agreement, Karen Seaberg and Lori Mingus have shared power to vote and dispose of the shares owned by the Seaberg Partnership.

**Laidacker M. Seaberg and Karen C. Seaberg Family Foundation**

- (i) Number Beneficially Owned: 47,517  
Percent of Class: 0.2%

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- (ii) Number of shares of Common Stock as to which the Reporting Person has:
  - (A) Sole voting power to vote or direct the vote: 0
  - (B) Shared power to vote or direct the vote: 47,517
  - (C) Sole power to dispose or direct the disposition of: 0



(D) Shared power to dispose or direct the disposition of: 47,517

47,517 shares shown above are owned of record by the Laidacker M. Seaberg and Karen C. Seaberg Family Foundation (the “Seaberg Family Foundation”). Karen Seaberg is the president and a member of the board of directors of the Seaberg Family Foundation and in such capacity has power to vote and dispose of the shares owned by the Seaberg Family Foundation. Karen Seaberg does not have a pecuniary interest in the shares held by the Seaberg Family Foundation.

#### Lori Mingus

- (i) Number Beneficially Owned: 450,318  
Percent of Class: 2.0%
- (ii) Number of shares of Common Stock as to which the Reporting Person has:
  - (A) Sole voting power to vote or direct the vote: 55,635
  - (B) Shared power to vote or direct the vote: 394,683
  - (C) Sole power to dispose or direct the disposition of: 55,635
  - (D) Shared power to dispose or direct the disposition of: 394,683

The amounts reported above includes 51,668 shares owned by the Lori L. Mingus Trust No. 1, which is a revocable trust (Lori Mingus is the sole trustee and beneficiary of the Lori L. Mingus Trust and has sole voting and investment power over shares owned by the trust). The remaining shares are owned by Ms. Mingus directly. Seaberg Management is the general partner of the Seaberg Partnership. Lori Mingus is a member of the board of directors of Seaberg Management and her mother, Karen Seaberg, her sister, Melissa Huntington, are the remaining two members of the board of directors of Seaberg Management. As parties to the Shareholders’ Agreement, Karen Seaberg and Lori Mingus have shared power to vote and dispose of the shares owned by the Seaberg Partnership.

(c) Except as set forth in the table below, none of the Reporting Persons has effected any transactions in the Common Stock in the past 60 days. All of the transactions were effected on the Nasdaq Stock Market in ordinary brokers’ transactions, except as otherwise noted.

Date	Covered Person	Type of Transaction	Number of Shares	Price per Share
04/06/2023	Karen Seaberg	Award	336	\$96.47
05/25/2023	Karen Seaberg / Lori Mingus <sup>(1)</sup>	Sale	608	\$99.7108 <sup>(2)</sup>
05/26/2023	Karen Seaberg / Lori Mingus <sup>(1)</sup>	Sale	400	\$97.3425 <sup>(3)</sup>
05/30/2023	Karen Seaberg / Lori Mingus <sup>(1)</sup>	Sale	3,692	\$94.9176 <sup>(4)</sup>

- (1) Shares were sold by the Seaberg Partnership.
- (2) Represents a weighted average price per share. These shares were sold in multiple transactions at prices ranging from \$99.51 to \$99.81 per share.
- (3) Represents a weighted average price per share. These shares were sold in multiple transactions at prices ranging from \$97.26 to \$97.43 per share.
- (4) Represents a weighted average price per share. These shares were sold in multiple transactions at prices ranging from \$93.71 to \$95.96 per share.

(d)-(e) Not applicable

#### Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Karen Seaberg is the sole manager of Cray Management and, as such, has sole power to vote and dispose of the shares held by the Cray Partnership.

The terms of the limited partnership agreement of the Cray Partnership give Cray Management, as general partner of the Cray Partnership (or any successor general partner of the Cray Partnership), the unfettered right and authority, but not the obligation, to sell in the aggregate during any calendar year no more than five percent of the shares of Common Stock held by the Cray Partnership at the beginning of such calendar year. Any sales of shares of Common Stock in excess of the foregoing limit requires the approval of the general partner of the Cray Partnership and the holders of 75% of the limited partnership interests. Distributions by the Cray Partnership are to be made as determined by its general partner in proportion to the limited partners’ respective partnership interests. The Cray Partnership may be dissolved with the consent of the holders of 80% of the limited partnership interests. Upon dissolution, distribution of Cray Partnership assets would be determined by the general partner or other person designated by law.

On June 7, 2023, the Cray Partnership and Cray Management entered into separate redemption agreements (the “Redemption Agreements”) with the Susan Robbins Descendant’s Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended (the “Robbins Non-Exempt Trust”) and the Cathy Scroggs Descendant’s Trust established under Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended (the “Scroggs Non-Exempt Trust” and, together with the Robbins Non-Exempt Trust, the “Redeemed Limited Partners”), respectively. Pursuant to the Redemption Agreements, on September 5, 2023, the Robbins Non-Exempt Trust and the Scroggs Non-Exempt Trust each shall deliver, and the Cray Partnership shall accept for cancellation, their respective 9.4260% and 9.4250% limited partnership interests in the Cray Partnership for the right to value equal to, in the case of the Robbins Non-Exempt Trust, \$18,126,832.39 (the “Robbins Redemption Price”) and in the case of the Scroggs Non-Exempt Trust, \$18,124,909.32 (the “Scroggs Redemption Price” and, in each case, the “Redemption Price”). The respective Redemption Agreements require the Redemption Price for each Redeemed Limited Partner to be delivered in three installments as described below:

- On September 5, 2023 (the “First Closing Date”), the Cray Partnership shall deliver to each Redeemed Limited Partner such number of shares of Common Stock equal to the quotient obtained by dividing (i) one-third of its respective Redemption Price (each, a “Closing Consideration Installment”) by (ii) the last reported sales price for MGP Shares on the principal Trading Market (as defined in the Redemption Agreement) on the Trading Day (as defined in the Redemption Agreement) that is five Trading Days prior to the First Closing Date;
- On September 5, 2024 (the “Second Closing Date”), the Cray Partnership shall deliver to each Redeemed Limited Partner such number of shares of Common Stock equal to the quotient obtained by dividing (i) the Closing Consideration Installment by (ii) the last reported sales price for MGP Shares on the principal Trading Market (as defined in the Redemption Agreement) on the Trading Day (as defined in the Redemption Agreement) that is five Trading Days prior to the Second Closing Date;
- On September 5, 2025, (the “Third Closing Date”), the Cray Partnership shall deliver to each Redeemed Limited Partner such number of shares of Common Stock equal to the quotient obtained by dividing (i) the Closing Consideration Installment by (ii) the last reported sales price for MGP Shares on the principal Trading Market (as defined in the Redemption Agreement) on the Trading Day (as defined in the Redemption Agreement) that is five Trading Days prior to the Third Closing Date.

On June 7, 2023, Karen Seaberg, through the Karen Cray Seaberg Revocable Trust dated May 15, 1992, as amended, agreed to purchase the remaining membership interests in Cray Management from trusts created for the benefit of her sisters, Cathy Scroggs and Susan Robbins. The closing of the transactions contemplated by that certain membership interest purchase agreement, dated as of June 7, 2023, are cross-conditioned upon the first closings contemplated by the Redemption Agreements.

Seaberg Management is the general partner of the Seaberg Partnership. Karen Seaberg is president and a member of the board of directors of Seaberg Management and her daughters, Lori Mingus and Melissa Huntington, are the remaining two members of the board of directors of Seaberg Management. As parties to the Shareholders' Agreement, which is described in Item 4 and where such description is incorporated in this Item 6 by reference, Karen Seaberg and Lori Mingus have shared power to vote and dispose of the shares owned by the Seaberg Partnership.

The terms of the limited partnership agreement of the Seaberg Partnership give Seaberg Management, as general partner of the Seaberg Partnership (or any successor general partner of the Seaberg Partnership), the unfettered right and authority, but not the obligation, to sell in the aggregate during any calendar year no more than three percent of the shares of Common Stock held by the Seaberg Partnership at the beginning of such calendar year. Any sales of shares of Common Stock in excess of the foregoing limit requires the approval of the general partner of the Seaberg Partnership and the holders of more than 50% of the limited partnership interests. Distributions by the Seaberg Partnership are to be made as determined by its general partner in proportion to the limited partners' respective partnership interests. The Seaberg Partnership may be dissolved with the written consent of the general partner and all of the limited partners. Upon dissolution, distribution of Seaberg Partnership assets would be determined by the general partner or other person designated by law.

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Karen Seaberg directly owns beneficially and of record 226 shares of Preferred Stock and beneficially owns 71 shares of Preferred Stock that are owned of record by a revocable trust for which she serves as trustee, representing in the aggregate approximately 67% of the outstanding Preferred Stock.

The Articles of Incorporation and Bylaws of the Company entitle the holders of the Preferred Stock to elect five out of the Company's nine directors. Only the holders of Preferred Stock are entitled to vote upon any proposal which requires stockholder approval and which will authorize or direct the Company to merge with another corporation, consolidate, voluntarily dissolve, sell, lease or exchange all or substantially all of its property and assets, or amend its Articles of Incorporation; provided, that the holders of Common Stock are entitled to vote, as a class, upon any such proposal 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 Common Stock or Preferred Stock so as to affect the holders of Common Stock adversely. On all other matters, other than the election of directors, the holders of Common Stock and Preferred Stock each vote separately, as a class, and no such matter to be acted upon may be approved 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.

The foregoing summary of the documents described herein does not purport to be a complete summary of those agreements and is qualified in its entirety by reference to such agreements, copies of which are filed as exhibits to this report.

#### Item 7. Material to Be Filed as Exhibits

- 99.1 Agreement and Plan of Merger, dated as of January 22, 2021, by and among MGP Ingredients, Inc., London HoldCo, Inc., Luxco Group Holdings, Inc., LRD Holdings LLC, LDL Holdings DE, LLC, KY Limestone Holdings LLC, upon signing a joinder agreement, the shareholders of London HoldCo, Inc., and Donn Lux, as Sellers' Representative (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by MGP Ingredients, Inc. on January 25, 2021).
- 99.2 Action by Written Consent of the Majority Preferred Stockholder of MGP Ingredients, Inc., dated as of January 22, 2021 (incorporated by reference to Exhibit 99.2 to Amendment No. 5 to this Schedule 13D).
- 99.3 Shareholders Agreement, dated as of April 1, 2021, by and among MGP Ingredients, Inc. and certain shareholders of MGP Ingredients, Inc. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by MGP Ingredients, Inc. on April 1, 2021).
- 99.4 Amended and Restated Joint Filing Agreement (incorporated by reference to Exhibit 99.4 to Amendment No. 7 to this Schedule 13D)
- 99.5\* Redemption Agreement, dated as of June 7, 2023, by and among Cray MGP Holdings, LP, Cray Family Management, LLC, and the Susan Robbins Descendant's Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended.
- 99.6\* Redemption Agreement, dated as of June 7, 2023, by and among Cray MGP Holdings, LP, Cray Family Management, LLC, and the Cathy Scroggs Descendant's Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended.
- 99.7\* Membership Interest Purchase Agreement, dated as of June 7, 2023, by and among the Karen Cray Seaberg Revocable Trust, dated May 15, 1992, as amended, the Cathy L. Scroggs Trust dated April 18, 2017, as amended, and the Susan H. Robbins share created under the Robbins Joint Revocable Trust dated March 7, 2017, as amended.

\* Filed herewith. This exhibit excludes certain schedules and attachments, which the Reporting Persons agree to furnish supplementally to the Securities and Exchange Commission or its staff upon request.

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#### SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Cray Family Management, LLC

By: /s/ Karen Seaberg  
Karen Seaberg  
Manager

Cray MGP Holdings, LP

By: Cray Family Management, LLC,  
its General Partner

By: /s/ Karen Seaberg  
Karen Seaberg  
Manager

Seaberg Family Management, Inc.

By: /s/ Karen Seaberg  
Karen Seaberg  
President

Seaberg MGP Holdings, LP

By: Seaberg Family Management, Inc.,  
its General Partner

By: /s/ Karen Seaberg  
Karen Seaberg  
President

Laidacker M. Seaberg and Karen C. Seaberg Family Foundation

By: /s/ Karen Seaberg  
Karen Seaberg  
President

/s/ Karen Seaberg  
Karen Seaberg

/s/ Lori Mingus  
Lori Mingus

Dated: June 9, 2023

## REDEMPTION AGREEMENT

**THIS REDEMPTION AGREEMENT** (this “**Agreement**”) is made and entered into as of June 7, 2023, by and among Cray MGP Holdings, LP, a Kansas limited partnership (the “**Partnership**”), Cray Family Management, LLC, a Kansas limited liability company and the Partnership’s general partner (the “**General Partner**”), and the Susan Robbins Descendant’s Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended (the “**Redeemed Limited Partner**”). Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Limited Partnership Agreement dated as of October 1, 2012, as amended from time to time prior to the date hereof, attached hereto as **Exhibit A** (the “**Partnership Agreement**”).

## RECITALS

- A. **WHEREAS**, the Partnership, the General Partner, and the Redeemed Limited Partner are also sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”;
- B. **WHEREAS**, the Redeemed Limited Partner is presently the owner of a 9.4260% Limited Partnership Interest (the “**Redemption Interest**”);
- C. **WHEREAS**, the Redeemed Limited Partner desires that the Partnership redeem, and the Partnership desires to redeem from the Redeemed Limited Partner, all of the Redemption Interest (the “**Redemption**”);
- D. **WHEREAS**, it is the desire of the Parties that the Partnership effect the Redemption by delivering, on each of the respective dates and terms, and subject to the conditions set forth herein, shares of common stock, no par value (“**MGP Shares**”), of MGP Ingredients, Inc., a Kansas corporation, that are held by the Partnership to the Redeemed Limited Partner in exchange for the Redemption Interest;
- E. **WHEREAS**, the Redeemed Limited Partner agrees and acknowledges that, simultaneously with the transfer and redemption of the Redemption Interest on the First Closing Date (as defined below), the Redeemed Limited Partner is withdrawing as a member of the Partnership with respect to the Redemption Interest, and all of the Redeemed Limited Partner’s rights with respect to the Redemption Interest shall terminate, whether such rights are set forth under the Partnership Agreement or otherwise, all in accordance with the terms and conditions of this Agreement, with the sole right of the Redeemed Limited Partner thereafter being the right to receive MGP Shares on each of the respective dates set forth herein;
- F. **WHEREAS**, concurrently with the execution of this Agreement, the Partnership and the General Partner are entering into a redemption agreement with the Cathy Scroggs Descendant’s Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended in form which is substantially identical to this Agreement (the “**Concurrent Redemption Agreement**”); and
- G. **WHEREAS**, immediately following the Redemption, the General Partner will own a 1.2323% General Partnership Interest; the Karen Seaberg Descendant’s Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended, will own an 11.6143% Limited Partnership Interest; the Karen Seaberg Descendant Trust established under the Cloud L. Cray, Jr. Gift Trust dated November 1, 2012, will own a 29.0511% Limited Partnership Interest; the Susan Robbins Descendant Trust established under the Cloud L. Cray, Jr. Gift Trust dated November 1, 2012, will own a 29.0512% Limited Partnership Interest; and the Cathy Scroggs Descendant Trust established under the Cloud L. Cray, Jr. Gift Trust dated November 1, 2012, will own a 29.0511% Limited Partnership Interest.

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## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows:

1. Redemption.

(a) Subject to the terms and conditions of this Agreement, the Redeemed Limited Partner hereby agrees to assign, transfer, tender for redemption, and convey to the Partnership, and the Partnership hereby agrees to accept and redeem, all of the right, title, and interest of the Redeemed Limited Partner in and to the Redemption Interest.

(b) The Redemption shall occur on September 5, 2023 (the “**First Closing Date**”), at which the Redeemed Limited Partner shall deliver for redemption, and the Partnership shall accept for cancellation, all of the Redemption Interest for the right to receive a number of MGP Shares (the “**Redemption Consideration**”) having an aggregate value computed pursuant to Section 2 equal to \$18,126,832.39 (the “**Redemption Price**”), in full redemption and cancellation of the Redemption Interest. In connection therewith, on the First Closing Date, the Redeemed Limited Partner shall surrender to the Partnership all certificates, if any, evidencing the Redemption Interest and shall execute and deliver to the Partnership an Assignment of Limited Partnership Interest for Redemption in the form attached hereto as **Exhibit B**, effective as of the First Closing Date.

(c) Upon consummation of the Redemption, the Partnership shall cancel the Redemption Interest on the books and records of the Partnership, and thereupon the Redeemed Limited Partner will (i) own no interest whatsoever, contingent or otherwise, in the Partnership; and (ii) cease to be a Limited Partner (and shall be deemed to have withdrawn as a Limited Partner) and, accordingly, shall cease to have any rights whatsoever as a Limited Partner (including any right to receive further distributions of cash or other assets from the Partnership (except as provided herein in Section 2), whether relating to previously accrued or future income of the Partnership), and the Partnership hereby accepts all such withdrawals.

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2. Closings. The delivery of the Redemption Consideration shall occur in three installments (each, a “**Closing**”), as follows:

(a) On the First Closing Date, the Partnership shall deliver to the Redeemed Limited Partner such number of MGP Shares equal to the quotient obtained by dividing (i) \$6,042,277.46, representing one-third of the Redemption Price, by (ii) the last reported sales price for MGP Shares on the principal Trading Market (as defined below) on the Trading Day (as defined below) that is five Trading Days prior to the First Closing Date.

(b) On September 5, 2024 (the “**Second Closing Date**”), the Partnership shall deliver to the Redeemed Limited Partner such number of MGP Shares equal to the quotient obtained by dividing (i) \$6,042,277.46, representing one-third of the Redemption Price, by (ii) the last reported sales price for MGP Shares on the principal Trading Market on the Trading Day that is five Trading Days prior to the Second Closing Date.

(c) On September 5, 2025 (the “**Third Closing Date**”), the Partnership shall deliver to the Redeemed Limited Partner such number of MGP Shares equal to the

quotient obtained by dividing (i) \$6,042,277.46, representing one-third of the Redemption Price, by (ii) the last reported sales price for MGP Shares on the principal Trading Market on the Trading Day that is five Trading Days prior to the Third Closing Date.

(d) As further contemplated pursuant to Section 5 of this Agreement, no Closing under this Agreement may occur unless a Closing (as defined under the Concurrent Redemption Agreement) shall be occurring on the same date.

(e) As used in this Agreement, “**Trading Day**” means a day on which MGP Shares are traded on a Trading Market, and “**Trading Market**” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

(f) Notwithstanding any provision in this Agreement to the contrary, the Partnership shall not be required to deliver fractional MGP Shares to the Redeemed Limited Partner. As to any fractional MGP Share that the Redeemed Limited Partner would otherwise be entitled to receive at any Closing under this Section 2, the Partnership shall round up to the next whole MGP Share.

3. Representations and Warranties of the Partnership. The Partnership hereby represents and warrants to the Redeemed Limited Partner as follows:

(a) The Partnership has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby.

(b) This Agreement has been duly executed and delivered on behalf of the Partnership and constitutes a valid, legal, and binding obligation of the Partnership, enforceable against the Partnership in accordance with its terms.

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(c) The Redemption Consideration, when delivered by the Partnership to the Redeemed Limited Partner at the respective Closings, will be free and clear of any and all encumbrances including, without limitation, all mortgages, security interests, liens, leases, charges, pledges, charges, claims, escrows, options, rights of first refusal, security interests or other agreements, arrangements, commitments, contracts, obligations, or any other encumbrances of any kind or character (collectively, “**Encumbrances**”), except for any such restrictions pursuant to applicable securities laws, and the Redeemed Limited Partner will hold good and marketable title to such MGP Shares.

(d) The Partnership is an “investment partnership” within the meaning of Section 731(c)(3)(C)(i) of the Internal Revenue Code of 1986, as amended (the “**Code**”).

4. Representations and Warranties of the Redeemed Limited Partner. As a material inducement to the Partnership to enter into and consummate this Agreement, the Redeemed Limited Partner hereby represents and warrants to the Partnership, for the benefit of the Partnership, as of the date hereof and as of the date of each Closing (unless a different date is specified below):

(a) The Redeemed Limited Partner has all requisite power and authority to execute and deliver this Agreement and to assign, transfer, tender for redemption, and convey to the Partnership its Redemption Interest in the manner provided in this Agreement, and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered by the Redeemed Limited Partner and constitutes a valid, legal, and binding obligation of the Redeemed Limited Partner, enforceable against the Redeemed Limited Partner in accordance with its terms.

(c) The Redeemed Limited Partner has obtained all necessary consents to consummate the assignment, transfer, tender for redemption, and conveyance to the Partnership of its Redemption Interest.

(d) As of the date hereof and as of the First Closing Date, the Redeemed Limited Partner is the sole record and beneficial owner of its Redemption Interest, free and clear of all Encumbrances, and there are no outstanding subscriptions, options, rights, or other agreements or commitments with respect to its Redemption Interest.

(e) Except for the Partnership Agreement, the Redeemed Limited Partner is not a party or subject to any agreement or understanding that affects or relates to voting, rights to Profits and Losses of the Partnership, or transferability of the Redemption Interest.

(f) This Agreement does not conflict with any other agreement, obligation, covenant, or undertaking to which the Redeemed Limited Partner is a party or otherwise subject.

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(g) The Redeemed Limited Partner has either consulted its own investment adviser, attorney or legal adviser, tax adviser or accountant with respect to the merits and risks associated with this Agreement and the transactions contemplated hereunder, or has chosen not to do so despite the recommendation of that course of action by the Partnership Agreement. The Redeemed Limited Partner acknowledges that it (together with the foregoing professional advisers, if any) has made its own analysis of the fairness of the transactions contemplated hereby and has not relied on any advice or recommendation by the Partnership, the General Partner, the other Limited Partners, or any of their respective professional advisers, agents or affiliates with respect to its decision to enter into this Agreement and to consummate the transactions contemplated hereby. The Redeemed Limited Partner acknowledges that the Redemption Consideration and Redemption Price represents a fair and accurate value for its respective Redemption Interest, and acknowledges that the Redeemed Limited Partner has agreed to the transactions contemplated by this Agreement of the Redeemed Limited Partner’s own free will and volition.

(h) For avoidance of doubt, the Redeemed Limited Partner is not relying on the Partnership, the General Partner, the other Limited Partners, or any of their respective professional advisers, agents or affiliates regarding any individual tax considerations involved in the transactions contemplated by this Agreement. The Redeemed Limited Partner understands and acknowledges that there can be no assurances as to the tax results of the transactions contemplated by this Agreement. The Redeemed Limited Partner has had the opportunity to consult with such Redeemed Limited Partner’s own legal, accounting, tax, investment and other advisers with respect to the tax treatment of the transactions contemplated by this Agreement.

(i) The Redeemed Limited Partner (or its professional advisers) has been provided an opportunity to ask questions, and has obtained all additional information or received satisfactory answers requested, regarding the transactions contemplated by this Agreement. The Redeemed Limited Partner (or its professional advisers) has had an opportunity and time to receive, review and understand all information related to the Redemption Consideration requested by it and to ask questions and receive answers regarding the issuer of the MGP Shares and its business, management and financial affairs, and has conducted and completed its own independent due diligence. The Redeemed Limited Partner acknowledges that copies of the SEC filings of the issuer of the MGP Shares are available on the EDGAR system.

(j) The Redeemed Limited Partner understands its rights and obligations as a future owner of MGP Shares. The Redeemed Limited Partner has not relied upon

any oral or written representations, warranties, covenants or agreements other than those expressly set forth in this Agreement. In agreeing to acquire the Redemption Consideration, such Redeemed Limited Partner is not relying upon any information other than the information contained in this Agreement and the results of such Redeemed Limited Partner's own independent investigation.

(k) The Redeemed Limited Partner is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

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(l) The Redeemed Limited Partner, together with its professional advisers, is experienced in evaluating securities transactions of the kind and nature contemplated by this Agreement. The Redeemed Limited Partner, together with its professional advisers, possesses sufficient knowledge and experience in financial and business matters to properly evaluate the risks and merits of the transactions contemplated by this Agreement, including but not limited to the decision to transfer its Redeemed Interest and acquire the Redemption Consideration.

(m) The Redeemed Limited Partner has determined based on its own independent review and such professional advice as it deems appropriate that its acquisition of the Redemption Consideration and participation in the transactions contemplated by the Agreement (i) are fully consistent with its financial needs, objectives and condition, (ii) comply and are fully consistent with all investment policies, guidelines and other restrictions applicable to the Redeemed Limited Partner, and (iii) are a fit, proper and suitable investment for the Redeemed Limited Partner, notwithstanding the substantial risks inherent in investing in or holding the Redemption Consideration. The Redeemed Limited Partner's financial situation is such that it can afford to bear the economic risk of holding the Redemption Consideration, and such Redeemed Limited Partner can afford to suffer the complete loss of its investment in MGP Shares.

(n) As of the date hereof and as of the applicable Closing, the MGP Shares constituting the Redemption Consideration to be received by the Redeemed Limited Partner at such Closing will be acquired for the Redeemed Limited Partner's own account, not as nominee or agent, for the purpose of investment and not with a view to the distribution of any part thereof in violation of the Securities Act. As of the date hereof and as of the applicable Closing, the Redeemed Limited Partner has no present intention of distributing the MGP Shares constituting the Redemption Consideration to be received at such Closing in violation of the Securities Act without prejudice, however, to the Redeemed Limited Partner's right at all times to sell or otherwise dispose of all or any part of such MGP Shares in compliance with applicable federal and state securities laws; provided further, that nothing contained herein shall be deemed a representation or warranty by the Redeemed Limited Partner to hold any of the MGP Shares constituting the Redemption Consideration for any period of time.

(o) As of the date hereof and as of the First Closing Date, the Redeemed Limited Partner presently has no contract, undertaking, agreement or arrangement with any person or entity to sell, hypothecate, pledge, donate or otherwise transfer (with or without consideration) or grant participations to such person, with respect to any of the MGP Shares constituting the Redemption Consideration.

5. **Conditions to Obligations of the Partnership.** The obligation of the Partnership to deliver the applicable portion of Redemption Consideration to the Redeemed Limited Partner at any Closing is subject to the fulfillment (or waiver by the Partnership), before or at the time of the applicable Closing, of each of the following conditions:

(a) All of the parties to the Concurrent Redemption Agreement shall have executed and delivered the Concurrent Redemption Agreement.

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(b) All of the conditions set forth in Section 5 of the Concurrent Redemption Agreement for each Closing (as defined in the Concurrent Redemption Agreement) shall have been fulfilled (or waived by the Partnership). The transactions contemplated herein for the First Closing Date, Second Closing Date and Third Closing Date shall only occur concurrently with the transactions contemplated for the First Closing Date, Second Closing Date and Third Closing Date, respectively, under the Concurrent Redemption Agreement.

(c) All of the parties to that certain Membership Interest Purchase Agreement by and among the members of the General Partner (the "**MIPA**"), the form of which is attached hereto as **Exhibit C**, shall have executed and delivered the MIPA. The transactions contemplated herein for the First Closing Date shall occur concurrently with the transactions contemplated for the closing defined under the MIPA.

(d) The representations made by the Redeemed Limited Partner in this Agreement shall be true and correct when made and at the time of the applicable Closing.

(e) The Redeemed Limited Partner shall have duly performed and complied in all material respects with all agreements, covenants and conditions contained in this Agreement required to be performed or complied with by the Redeemed Limited Partner before the applicable Closing.

(f) All of the parties to that certain Nonjudicial Settlement Agreement Regarding the Cloud L. Cray, Jr. Gift Trust dated November 1, 2012 (the "**NJSA**"), the form of which is attached hereto as **Exhibit D**, shall have executed and delivered the NJSA.

6. **Tax Matters.** The Parties agree that, for purposes of Section 736 of the Code, the Redemption Consideration and all other amounts paid or considered paid to Redeemed Limited Partner (including all deemed distributions pursuant to Section 752(b) of the Code, if any) in consideration for the Redemption Interest will be treated as distributions made in exchange for the interest of such Redeemed Limited Partner in the property of Partnership pursuant to Section 736(b) of the Code and the corresponding provisions of any applicable state or local tax laws. The Parties further agree that, for the purpose of Section 751 of the Code, the Redemption Price will be characterized based upon the assets of Partnership in proportion to their respective fair market values in accordance with the provisions of the Code as determined by the Partnership in good faith and the Parties agree to report in a manner consistent with such characterization, unless otherwise required by law. The Redeemed Limited Partner's distributive share of Partnership's taxable income or loss for the Partnership's 2023 taxable year will be determined on the basis of an interim closing of the books of the Partnership as of the First Closing Date and will not be based upon a proration of the taxable income or loss for the Partnership for the entire taxable year. A Schedule K-1 to Form 1065 for such Redeemed Limited Partner based upon the allocation of such Redeemed Limited Partner's distributive share set forth above will be prepared as soon as reasonably practicable after the close of the Partnership's 2023 taxable year and delivered to such Redeemed Limited Partner for purposes of facilitating the timely filing of any federal, state, and local tax returns of such Redeemed Limited Partner. To the extent the Partnership, based on the application of Section 708 of the Code or Treasury Regulations Section 1.736-1(a)(6), is required to issue a Schedule K-1 to Form 1065 for the Redeemed Limited Partner with respect to taxable years of the Partnership which begin after the end of the Partnership's 2023 taxable year, no items of income, gain, loss, deduction or credits shall be shown on any such Schedule K-1 to Form 1065.

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7. **Additional Documentation.** The Parties hereby agree to enter into such agreements or other documents as may be required to evidence the agreement of the Parties herein contained and the transactions contemplated hereunder. Without limiting the generality of the foregoing, the Partnership agrees to use its reasonable best efforts to remove (or cause to be removed) from the MGP Shares comprising the applicable portion of Redemption Consideration to be delivered at each Closing, at no cost to the Redeemed

Limited Partner, any restrictive legend restricting the resale of such MGP Shares.

8. Release of Claims. Effective upon the First Closing Date, the Redeemed Limited Partner, on behalf of it and its affiliates (collectively, the "Releasors"), hereby releases, waives, and forever discharges the Partnership and its subsidiaries, and their respective affiliates, partners, officers, manager and agents (collectively, the "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, obligations, costs, expenses, liens, covenants, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or equity, which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees with respect to the Partnership, its subsidiaries or the operations or affairs of the Partnership or any of its subsidiaries, including rights to distributions made or declared after the First Closing Date; provided, however, nothing contained in this Section 8 shall impair the ability of the Redeemed Limited Partner to enforce its rights under this Agreement against the Partnership.

9. Survival. The respective representations and warranties of the Partnership and the Redeemed Limited Partner contained herein are true, accurate and correct and shall not be deemed waived or otherwise affected by any investigation made by any party hereto or the occurrence of any Closing. Each and every such representation and warranty shall survive each Closing.

10. Miscellaneous.

(a) Binding Effect; Successors and Assigns; Effectiveness. This Agreement shall be binding upon, and inure to the benefit of, the Parties and the respective legal representatives, heirs, and assigns of the Parties. Nothing in this Agreement, express or implied, is intended, except as set forth herein, to confer upon any third party any rights, remedies, obligations, or liabilities. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

(b) Governing Law. The validity, construction, enforcement, and interpretation of this Agreement, and any claim, dispute or controversy of whatever nature arising out of or relating to this Agreement, shall be governed by and interpreted in accordance with the laws of the State of Kansas, without giving effect to any choice of law principles that would require the application of the laws of a different state.

(c) Severability. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and all such other provisions shall continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidities shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law, continue in full force and effect.

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(d) Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof.

(e) Entire Agreement; Amendments. This Agreement, including the other documents referred to herein which form a part hereof, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understanding between the parties with respect to such subject matter. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except by an instrument in writing signed by all the Parties hereto.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) Notices. Any and all notices, consents and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing, and the same shall be delivered either (i) in hand, (ii) via U.S. Mail or Federal Express or similar expedited commercial carrier which provides evidence of delivery, addressed to the recipient of the notice, postpaid and registered or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by Federal Express or similar carrier), or (iii) via electronic mail (E-mail). All notices, consents, and requests to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon actual receipt or three (3) days after sent by mail as above provided.

(h) Construction. The Parties hereby acknowledge that the terms of the transactions set forth in this Agreement were negotiated by the Parties and determined to reflect the mutual understanding of the Parties as to the terms of the transactions set forth herein and that each Party had an opportunity to participate in and did participate in, the drafting of each provision hereof. Each Party further hereby agrees and acknowledges that each Party had the opportunity to obtain independent counsel to represent the Party in such negotiations. Accordingly, notwithstanding the fact that this Agreement was prepared by the attorneys for the manager of the General Partner, no presumption shall arise as to the construction of the terms of this Agreement in favor of any Party hereto.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*

9

IN WITNESS WHEREOF, the Parties are signing this Agreement with the intent to be legally bound as of the date first set forth above.

**PARTNERSHIP:**

**Cray MGP Holdings, LP**, a Kansas limited partnership

By: Cray Family Management, LLC, a Kansas limited liability company

By: /s/ Karen Seaberg  
Name: Karen Seaberg  
Title: Manager

**GENERAL PARTNER:**  
Cray Family Management, LLC

**REDEEMED LIMITED PARTNER:**  
Susan Robbins Descendant's Trust established under the Cloud L. Cray, Jr. Family Trust originally dated October 25, 1983, as amended

/s/ Karen Seaberg

By:/s/ Susan Robbins, Trustee

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**EXHIBIT A**

**LIMITED PARTNERSHIP AGREEMENT OF  
CRAY MGP HOLDINGS, LP, DATED AS OF OCTOBER 1, 2012,  
AS AMENDED FROM TIME TO TIME THEREAFTER**

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**EXHIBIT B**

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST**

FOR VALUE RECEIVED, pursuant to the terms of that certain Redemption Agreement, dated and effective as of June 7, 2023, by and among the undersigned (the “**Assignor**”), the Partnership, and the other parties thereto, the Assignor hereby sells, assigns, transfers and conveys unto Cray MGP Holdings, LP, a Kansas limited partnership (the “**Partnership**”), the Assignor’s entire right, title, and interest in and to its Limited Partnership Interest in the Partnership. As of and after the date hereof, this Assignment conveys to the Partnership all right, title and interest that the Assignor holds in the capital, profits, losses, allocations, distributions, management, and control of Partnership attributable to and represented by its Limited Partnership Interest. Capitalized terms used herein but not otherwise defined shall have the definitions set forth in the Limited Partnership Agreement dated as of October 1, 2012, as amended from time to time prior to the date hereof .

DATED effective the [ ] day of September, 2023.

**Susan Robbins Descendant’s Trust established under the Cloud L. Cray, Jr. Family  
Trust originally dated October 25, 1983, as amended**

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Susan Robbins, Trustee

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**EXHIBIT C**

**MEMBERSHIP INTEREST PURCHASE AGREEMENT  
BY AND AMONG THE MEMBERS OF  
CRAY FAMILY MANAGEMENT, LLC**

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**EXHIBIT D**

**NONJUDICIAL SETTLEMENT AGREEMENT  
REGARDING THE  
CLOUD L. CRAY, JR. GIFT TRUST DATED NOVEMBER 1, 2012**

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## REDEMPTION AGREEMENT

**THIS REDEMPTION AGREEMENT** (this “**Agreement**”) is made and entered into as of June 7, 2023, by and among Cray MGP Holdings, LP, a Kansas limited partnership (the “**Partnership**”), Cray Family Management, LLC, a Kansas limited liability company and the Partnership’s general partner (the “**General Partner**”), and the Cathy Scroggs Descendant’s Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended (the “**Redeemed Limited Partner**”). Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Limited Partnership Agreement dated as of October 1, 2012, as amended from time to time prior to the date hereof, attached hereto as **Exhibit A** (the “**Partnership Agreement**”).

### RECITALS

- A. **WHEREAS**, the Partnership, the General Partner, and the Redeemed Limited Partner are also sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”;
- B. **WHEREAS**, the Redeemed Limited Partner is presently the owner of a 9.4250% Limited Partnership Interest (the “**Redemption Interest**”);
- C. **WHEREAS**, the Redeemed Limited Partner desires that the Partnership redeem, and the Partnership desires to redeem from the Redeemed Limited Partner, all of the Redemption Interest (the “**Redemption**”);
- D. **WHEREAS**, it is the desire of the Parties that the Partnership effect the Redemption by delivering, on each of the respective dates and terms, and subject to the conditions set forth herein, shares of common stock, no par value (“**MGP Shares**”), of MGP Ingredients, Inc., a Kansas corporation, that are held by the Partnership to the Redeemed Limited Partner in exchange for the Redemption Interest;
- E. **WHEREAS**, the Redeemed Limited Partner agrees and acknowledges that, simultaneously with the transfer and redemption of the Redemption Interest on the First Closing Date (as defined below), the Redeemed Limited Partner is withdrawing as a member of the Partnership with respect to the Redemption Interest, and all of the Redeemed Limited Partner’s rights with respect to the Redemption Interest shall terminate, whether such rights are set forth under the Partnership Agreement or otherwise, all in accordance with the terms and conditions of this Agreement, with the sole right of the Redeemed Limited Partner thereafter being the right to receive MGP Shares on each of the respective dates set forth herein;
- F. **WHEREAS**, concurrently with the execution of this Agreement, the Partnership and the General Partner are entering into a redemption agreement with the Susan Robbins Descendant’s Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended in form which is substantially identical to this Agreement (the “**Concurrent Redemption Agreement**”); and

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- G. **WHEREAS**, immediately following the Redemption, the General Partner will own a 1.2323% General Partnership Interest; the Karen Seaberg Descendant’s Trust established under the Cloud L. Cray, Jr., Family Trust originally dated October 25, 1983, as amended, will own an 11.6143% Limited Partnership Interest; the Karen Seaberg Descendant Trust established under the Cloud L. Cray, Jr. Gift Trust dated November 1, 2012, will own a 29.0511% Limited Partnership Interest; the Susan Robbins Descendant Trust established under the Cloud L. Cray, Jr. Gift Trust dated November 1, 2012, will own a 29.0512% Limited Partnership Interest; and the Cathy Scroggs Descendant Trust established under the Cloud L. Cray, Jr. Gift Trust dated November 1, 2012, will own a 29.0511% Limited Partnership Interest.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows:

1. Redemption.

(a) Subject to the terms and conditions of this Agreement, the Redeemed Limited Partner hereby agrees to assign, transfer, tender for redemption, and convey to the Partnership, and the Partnership hereby agrees to accept and redeem, all of the right, title, and interest of the Redeemed Limited Partner in and to the Redemption Interest.

(b) The Redemption shall occur on September 5, 2023 (the “**First Closing Date**”), at which the Redeemed Limited Partner shall deliver for redemption, and the Partnership shall accept for cancellation, all of the Redemption Interest for the right to receive a number of MGP Shares (the “**Redemption Consideration**”) having an aggregate value computed pursuant to Section 2 equal to \$18,124,909.32 (the “**Redemption Price**”), in full redemption and cancellation of the Redemption Interest. In connection therewith, on the First Closing Date, the Redeemed Limited Partner shall surrender to the Partnership all certificates, if any, evidencing the Redemption Interest and shall execute and deliver to the Partnership an Assignment of Limited Partnership Interest for Redemption in the form attached hereto as **Exhibit B**, effective as of the First Closing Date.

(c) Upon consummation of the Redemption, the Partnership shall cancel the Redemption Interest on the books and records of the Partnership, and thereupon the Redeemed Limited Partner will (i) own no interest whatsoever, contingent or otherwise, in the Partnership; and (ii) cease to be a Limited Partner (and shall be deemed to have withdrawn as a Limited Partner) and, accordingly, shall cease to have any rights whatsoever as a Limited Partner (including any right to receive further distributions of cash or other assets from the Partnership (except as provided herein in Section 2), whether relating to previously accrued or future income of the Partnership), and the Partnership hereby accepts all such withdrawals.

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2. Closings. The delivery of the Redemption Consideration shall occur in three installments (each, a “**Closing**”), as follows:

(a) On the First Closing Date, the Partnership shall deliver to the Redeemed Limited Partner such number of MGP Shares equal to the quotient obtained by dividing (i) \$6,041,636.44, representing one-third of the Redemption Price, by (ii) the last reported sales price for MGP Shares on the principal Trading Market (as defined below) on the Trading Day (as defined below) that is five Trading Days prior to the First Closing Date.

(b) On September 5, 2024 (the “**Second Closing Date**”), the Partnership shall deliver to the Redeemed Limited Partner such number of MGP Shares equal to the quotient obtained by dividing (i) \$6,041,636.44, representing one-third of the Redemption Price, by (ii) the last reported sales price for MGP Shares on the principal Trading Market on the Trading Day that is five Trading Days prior to the Second Closing Date.

(c) On September 5, 2025 (the “**Third Closing Date**”), the Partnership shall deliver to the Redeemed Limited Partner such number of MGP Shares equal to the

quotient obtained by dividing (i) \$6,041,636.44, representing one-third of the Redemption Price, by (ii) the last reported sales price for MGP Shares on the principal Trading Market on the Trading Day that is five Trading Days prior to the Third Closing Date.

(d) As further contemplated pursuant to Section 5 of this Agreement, no Closing under this Agreement may occur unless a Closing (as defined under the Concurrent Redemption Agreement) shall be occurring on the same date.

(e) As used in this Agreement, “**Trading Day**” means a day on which MGP Shares are traded on a Trading Market, and “**Trading Market**” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

(f) Notwithstanding any provision in this Agreement to the contrary, the Partnership shall not be required to deliver fractional MGP Shares to the Redeemed Limited Partner. As to any fractional MGP Share that the Redeemed Limited Partner would otherwise be entitled to receive at any Closing under this Section 2, the Partnership shall round up to the next whole MGP Share.

3. Representations and Warranties of the Partnership. The Partnership hereby represents and warrants to the Redeemed Limited Partner as follows:

(a) The Partnership has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby.

(b) This Agreement has been duly executed and delivered on behalf of the Partnership and constitutes a valid, legal, and binding obligation of the Partnership, enforceable against the Partnership in accordance with its terms.

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(c) The Redemption Consideration, when delivered by the Partnership to the Redeemed Limited Partner at the respective Closings, will be free and clear of any and all encumbrances including, without limitation, all mortgages, security interests, liens, leases, charges, pledges, charges, claims, escrows, options, rights of first refusal, security interests or other agreements, arrangements, commitments, contracts, obligations, or any other encumbrances of any kind or character (collectively, “**Encumbrances**”), except for any such restrictions pursuant to applicable securities laws, and the Redeemed Limited Partner will hold good and marketable title to such MGP Shares.

(d) The Partnership is an “investment partnership” within the meaning of Section 731(c)(3)(C)(i) of the Internal Revenue Code of 1986, as amended (the “**Code**”).

4. Representations and Warranties of the Redeemed Limited Partner. As a material inducement to the Partnership to enter into and consummate this Agreement, the Redeemed Limited Partner hereby represents and warrants to the Partnership, for the benefit of the Partnership, as of the date hereof and as of the date of each Closing (unless a different date is specified below):

(a) The Redeemed Limited Partner has all requisite power and authority to execute and deliver this Agreement and to assign, transfer, tender for redemption, and convey to the Partnership its Redemption Interest in the manner provided in this Agreement, and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered by the Redeemed Limited Partner and constitutes a valid, legal, and binding obligation of the Redeemed Limited Partner, enforceable against the Redeemed Limited Partner in accordance with its terms.

(c) The Redeemed Limited Partner has obtained all necessary consents to consummate the assignment, transfer, tender for redemption, and conveyance to the Partnership of its Redemption Interest.

(d) As of the date hereof and as of the First Closing Date, the Redeemed Limited Partner is the sole record and beneficial owner of its Redemption Interest, free and clear of all Encumbrances, and there are no outstanding subscriptions, options, rights, or other agreements or commitments with respect to its Redemption Interest.

(e) Except for the Partnership Agreement, the Redeemed Limited Partner is not a party or subject to any agreement or understanding that affects or relates to voting, rights to Profits and Losses of the Partnership, or transferability of the Redemption Interest.

(f) This Agreement does not conflict with any other agreement, obligation, covenant, or undertaking to which the Redeemed Limited Partner is a party or otherwise subject.

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(g) The Redeemed Limited Partner has either consulted its own investment adviser, attorney or legal adviser, tax adviser or accountant with respect to the merits and risks associated with this Agreement and the transactions contemplated hereunder, or has chosen not to do so despite the recommendation of that course of action by the Partnership Agreement. The Redeemed Limited Partner acknowledges that it (together with the foregoing professional advisers, if any) has made its own analysis of the fairness of the transactions contemplated hereby and has not relied on any advice or recommendation by the Partnership, the General Partner, the other Limited Partners, or any of their respective professional advisers, agents or affiliates with respect to its decision to enter into this Agreement and to consummate the transactions contemplated hereby. The Redeemed Limited Partner acknowledges that the Redemption Consideration and Redemption Price represents a fair and accurate value for its respective Redemption Interest, and acknowledges that the Redeemed Limited Partner has agreed to the transactions contemplated by this Agreement of the Redeemed Limited Partner’s own free will and volition.

(h) For avoidance of doubt, the Redeemed Limited Partner is not relying on the Partnership, the General Partner, the other Limited Partners, or any of their respective professional advisers, agents or affiliates regarding any individual tax considerations involved in the transactions contemplated by this Agreement. The Redeemed Limited Partner understands and acknowledges that there can be no assurances as to the tax results of the transactions contemplated by this Agreement. The Redeemed Limited Partner has had the opportunity to consult with such Redeemed Limited Partner’s own legal, accounting, tax, investment and other advisers with respect to the tax treatment of the transactions contemplated by this Agreement.

(i) The Redeemed Limited Partner (or its professional advisers) has been provided an opportunity to ask questions, and has obtained all additional information or received satisfactory answers requested, regarding the transactions contemplated by this Agreement. The Redeemed Limited Partner (or its professional advisers) has had an opportunity and time to receive, review and understand all information related to the Redemption Consideration requested by it and to ask questions and receive answers regarding the issuer of the MGP Shares and its business, management and financial affairs, and has conducted and completed its own independent due diligence. The Redeemed Limited Partner acknowledges that copies of the SEC filings of the issuer of the MGP Shares are available on the EDGAR system.

(j) The Redeemed Limited Partner understands its rights and obligations as a future owner of MGP Shares. The Redeemed Limited Partner has not relied upon

any oral or written representations, warranties, covenants or agreements other than those expressly set forth in this Agreement. In agreeing to acquire the Redemption Consideration, such Redeemed Limited Partner is not relying upon any information other than the information contained in this Agreement and the results of such Redeemed Limited Partner's own independent investigation.

(k) The Redeemed Limited Partner is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

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(l) The Redeemed Limited Partner, together with its professional advisers, is experienced in evaluating securities transactions of the kind and nature contemplated by this Agreement. The Redeemed Limited Partner, together with its professional advisers, possesses sufficient knowledge and experience in financial and business matters to properly evaluate the risks and merits of the transactions contemplated by this Agreement, including but not limited to the decision to transfer its Redeemed Interest and acquire the Redemption Consideration.

(m) The Redeemed Limited Partner has determined based on its own independent review and such professional advice as it deems appropriate that its acquisition of the Redemption Consideration and participation in the transactions contemplated by the Agreement (i) are fully consistent with its financial needs, objectives and condition, (ii) comply and are fully consistent with all investment policies, guidelines and other restrictions applicable to the Redeemed Limited Partner, and (iii) are a fit, proper and suitable investment for the Redeemed Limited Partner, notwithstanding the substantial risks inherent in investing in or holding the Redemption Consideration. The Redeemed Limited Partner's financial situation is such that it can afford to bear the economic risk of holding the Redemption Consideration, and such Redeemed Limited Partner can afford to suffer the complete loss of its investment in MGP Shares.

(n) As of the date hereof and as of the applicable Closing, the MGP Shares constituting the Redemption Consideration to be received by the Redeemed Limited Partner at such Closing will be acquired for the Redeemed Limited Partner's own account, not as nominee or agent, for the purpose of investment and not with a view to the distribution of any part thereof in violation of the Securities Act. As of the date hereof and as of the applicable Closing, the Redeemed Limited Partner has no present intention of distributing the MGP Shares constituting the Redemption Consideration to be received at such Closing in violation of the Securities Act without prejudice, however, to the Redeemed Limited Partner's right at all times to sell or otherwise dispose of all or any part of such MGP Shares in compliance with applicable federal and state securities laws; provided further, that nothing contained herein shall be deemed a representation or warranty by the Redeemed Limited Partner to hold any of the MGP Shares constituting the Redemption Consideration for any period of time.

(o) As of the date hereof and as of the First Closing Date, the Redeemed Limited Partner presently has no contract, undertaking, agreement or arrangement with any person or entity to sell, hypothecate, pledge, donate or otherwise transfer (with or without consideration) or grant participations to such person, with respect to any of the MGP Shares constituting the Redemption Consideration.

5. Conditions to Obligations of the Partnership. The obligation of the Partnership to deliver the applicable portion of Redemption Consideration to the Redeemed Limited Partner at any Closing is subject to the fulfillment (or waiver by the Partnership), before or at the time of the applicable Closing, of each of the following conditions:

(a) All of the parties to the Concurrent Redemption Agreement shall have executed and delivered the Concurrent Redemption Agreement.

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(b) All of the conditions set forth in Section 5 of the Concurrent Redemption Agreement for each Closing (as defined in the Concurrent Redemption Agreement) shall have been fulfilled (or waived by the Partnership). The transactions contemplated herein for the First Closing Date, Second Closing Date and Third Closing Date shall only occur concurrently with the transactions contemplated for the First Closing Date, Second Closing Date and Third Closing Date, respectively, under the Concurrent Redemption Agreement.

(c) All of the parties to that certain Membership Interest Purchase Agreement by and among the members of the General Partner (the "**MIPA**"), the form of which is attached hereto as **Exhibit C**, shall have executed and delivered the MIPA. The transactions contemplated herein for the First Closing Date shall occur concurrently with the transactions contemplated for the closing defined under the MIPA.

(d) The representations made by the Redeemed Limited Partner in this Agreement shall be true and correct when made and at the time of the applicable Closing.

(e) The Redeemed Limited Partner shall have duly performed and complied in all material respects with all agreements, covenants and conditions contained in this Agreement required to be performed or complied with by the Redeemed Limited Partner before the applicable Closing.

(f) All of the parties to that certain Nonjudicial Settlement Agreement Regarding the Cloud L. Cray, Jr. Gift Trust dated November 1, 2012 (the "**NJSA**"), the form of which is attached hereto as **Exhibit D**, shall have executed and delivered the NJSA.

6. Tax Matters. The Parties agree that, for purposes of Section 736 of the Code, the Redemption Consideration and all other amounts paid or considered paid to Redeemed Limited Partner (including all deemed distributions pursuant to Section 752(b) of the Code, if any) in consideration for the Redemption Interest will be treated as distributions made in exchange for the interest of such Redeemed Limited Partner in the property of Partnership pursuant to Section 736(b) of the Code and the corresponding provisions of any applicable state or local tax laws. The Parties further agree that, for the purpose of Section 751 of the Code, the Redemption Price will be characterized based upon the assets of Partnership in proportion to their respective fair market values in accordance with the provisions of the Code as determined by the Partnership in good faith and the Parties agree to report in a manner consistent with such characterization, unless otherwise required by law. The Redeemed Limited Partner's distributive share of Partnership's taxable income or loss for the Partnership's 2023 taxable year will be determined on the basis of an interim closing of the books of the Partnership as of the First Closing Date and will not be based upon a proration of the taxable income or loss for the Partnership for the entire taxable year. A Schedule K-1 to Form 1065 for such Redeemed Limited Partner based upon the allocation of such Redeemed Limited Partner's distributive share set forth above will be prepared as soon as reasonably practicable after the close of the Partnership's 2023 taxable year and delivered to such Redeemed Limited Partner for purposes of facilitating the timely filing of any federal, state, and local tax returns of such Redeemed Limited Partner. To the extent the Partnership, based on the application of Section 708 of the Code or Treasury Regulations Section 1.736-1(a)(6), is required to issue a Schedule K-1 to Form 1065 for the Redeemed Limited Partner with respect to taxable years of the Partnership which begin after the end of the Partnership's 2023 taxable year, no items of income, gain, loss, deduction or credits shall be shown on any such Schedule K-1 to Form 1065.

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7. Additional Documentation. The Parties hereby agree to enter into such agreements or other documents as may be required to evidence the agreement of the Parties herein contained and the transactions contemplated hereunder. Without limiting the generality of the foregoing, the Partnership agrees to use its reasonable best efforts to remove (or cause to be removed) from the MGP Shares comprising the applicable portion of Redemption Consideration to be delivered at each Closing, at no cost to the

Redeemed Limited Partner, any restrictive legend restricting the resale of such MGP Shares.

8. Release of Claims. Effective upon the First Closing Date, the Redeemed Limited Partner, on behalf of it and its affiliates (collectively, the "Releasors"), hereby releases, waives, and forever discharges the Partnership and its subsidiaries, and their respective affiliates, partners, officers, manager and agents (collectively, the "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, obligations, costs, expenses, liens, covenants, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or equity, which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees with respect to the Partnership, its subsidiaries or the operations or affairs of the Partnership or any of its subsidiaries, including rights to distributions made or declared after the First Closing Date; provided, however, nothing contained in this Section 8 shall impair the ability of the Redeemed Limited Partner to enforce its rights under this Agreement against the Partnership.

9. Survival. The respective representations and warranties of the Partnership and the Redeemed Limited Partner contained herein are true, accurate and correct and shall not be deemed waived or otherwise affected by any investigation made by any party hereto or the occurrence of any Closing. Each and every such representation and warranty shall survive each Closing.

10. Miscellaneous.

(a) Binding Effect; Successors and Assigns; Effectiveness. This Agreement shall be binding upon, and inure to the benefit of, the Parties and the respective legal representatives, heirs, and assigns of the Parties. Nothing in this Agreement, express or implied, is intended, except as set forth herein, to confer upon any third party any rights, remedies, obligations, or liabilities. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

(b) Governing Law. The validity, construction, enforcement, and interpretation of this Agreement, and any claim, dispute or controversy of whatever nature arising out of or relating to this Agreement, shall be governed by and interpreted in accordance with the laws of the State of Kansas, without giving effect to any choice of law principles that would require the application of the laws of a different state.

(c) Severability. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and all such other provisions shall continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidities shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law, continue in full force and effect.

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(d) Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof.

(e) Entire Agreement; Amendments. This Agreement, including the other documents referred to herein which form a part hereof, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understanding between the parties with respect to such subject matter. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except by an instrument in writing signed by all the Parties hereto.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) Notices. Any and all notices, consents and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing, and the same shall be delivered either (i) in hand, (ii) via U.S. Mail or Federal Express or similar expedited commercial carrier which provides evidence of delivery, addressed to the recipient of the notice, postpaid and registered or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by Federal Express or similar carrier), or (iii) via electronic mail (E-mail). All notices, consents, and requests to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon actual receipt or three (3) days after sent by mail as above provided.

(h) Construction. The Parties hereby acknowledge that the terms of the transactions set forth in this Agreement were negotiated by the Parties and determined to reflect the mutual understanding of the Parties as to the terms of the transactions set forth herein and that each Party had an opportunity to participate in and did participate in, the drafting of each provision hereof. Each Party further hereby agrees and acknowledges that each Party had the opportunity to obtain independent counsel to represent the Party in such negotiations. Accordingly, notwithstanding the fact that this Agreement was prepared by the attorneys for the manager of the General Partner, no presumption shall arise as to the construction of the terms of this Agreement in favor of any Party hereto.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*

9

IN WITNESS WHEREOF, the Parties are signing this Agreement with the intent to be legally bound as of the date first set forth above.

**PARTNERSHIP:**

**Cray MGP Holdings, LP**, a Kansas limited partnership

By: Cray Family Management, LLC, a Kansas limited liability company

By: /s/ Karen Seaberg  
Name: Karen Seaberg  
Title: Manager

**GENERAL PARTNER:**  
Cray Family Management, LLC

**REDEEMED LIMITED PARTNER:**  
Cathy Scroggs Descendant's Trust established under the Cloud L. Cray, Jr. Family Trust originally dated October 25, 1983, as amended

/s/ Karen Seaberg

By: /s/ Cathy Scroggs, Trustee

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**EXHIBIT A**

**LIMITED PARTNERSHIP AGREEMENT OF  
CRAY MGP HOLDINGS, LP, DATED AS OF OCTOBER 1, 2012,  
AS AMENDED FROM TIME TO TIME THEREAFTER**

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**EXHIBIT B**

**ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST**

FOR VALUE RECEIVED, pursuant to the terms of that certain Redemption Agreement, dated and effective as of June 7, 2023, by and among the undersigned (the “**Assignor**”), the Partnership, and the other parties thereto, the Assignor hereby sells, assigns, transfers and conveys unto Cray MGP Holdings, LP, a Kansas limited partnership (the “**Partnership**”), the Assignor’s entire right, title, and interest in and to its Limited Partnership Interest in the Partnership. As of and after the date hereof, this Assignment conveys to the Partnership all right, title and interest that the Assignor holds in the capital, profits, losses, allocations, distributions, management, and control of Partnership attributable to and represented by its Limited Partnership Interest. Capitalized terms used herein but not otherwise defined shall have the definitions set forth in the Limited Partnership Agreement dated as of October 1, 2012, as amended from time to time prior to the date hereof .

DATED effective the [ ] day of September, 2023.

**Cathy Scroggs Descendant’s Trust established under the Cloud L. Cray, Jr. Family  
Trust originally dated October 25, 1983, as amended**

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Cathy Scroggs, Trustee

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**EXHIBIT C**

**MEMBERSHIP INTEREST PURCHASE AGREEMENT  
BY AND AMONG THE MEMBERS OF  
CRAY FAMILY MANAGEMENT, LLC**

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**EXHIBIT D**

**NONJUDICIAL SETTLEMENT AGREEMENT  
REGARDING THE  
CLOUD L. CRAY, JR. GIFT TRUST DATED NOVEMBER 1, 2012**

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## MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (the "**Agreement**") is made and entered into as of June 7, 2023, by and among the Cathy L. Scroggs Trust dated April 18, 2017, as amended ("**Scroggs**"), the Susan H. Robbins share created under the Robbins Joint Revocable Trust dated March 7, 2017, as amended ("**Robbins**" and, together with Scroggs, the "**Sellers**") and the Karen Cray Seaberg Revocable Trust dated May 15, 1992, as amended (the "**Buyer**").

## PREAMBLE

Each of Scroggs and Robbins is currently the owner of a 33 1/3% Membership Interest in Cray Family Management, LLC, a Kansas limited liability company (the "**Company**"). The Company is the general partner of Cray MGP Holdings, LP, a Kansas limited partnership (the "**Partnership**"). Buyer is the only other member of the Company. Sellers wish to sell and Buyer wishes to buy all of the Sellers' Membership Interests in the Company (the "**Subject Interests**") for the purchase price and on such other terms as stated in this Agreement.

In consideration of the premises, the parties agree as follows:

1. **SALE OF MEMBERSHIP INTEREST.** Effective on the Closing Date (as defined below), Sellers shall sell and transfer to Buyer, and Buyer shall buy and acquire from Sellers, the Subject Interests, all on the terms and conditions set forth herein. The Subject Interests include any and all rights associated with the Sellers' Membership Interests in the Company, including without limitation, all rights to participate in management and governance of the Company and any economic interest (subject to the terms of the Company's Operating Agreement dated as of September 25, 2012 (the "**Operating Agreement**").

2. **PURCHASE PRICE.** The purchase price for each Seller's Subject Interest shall be \$754,144.04 (the "**Purchase Price**"). Buyer shall pay the Purchase Price to each Seller at Closing (defined below), in immediately available funds to an account designated by the respective Seller.

3. **CLOSING.** The closing of the purchase and sale of the Subject Interests (the "**Closing**") shall be (i) subject to the satisfaction of all the closing conditions under those certain Redemption Agreements dated of even date herewith by and among the Company, the Partnership, and the other respective parties thereto (collectively, the "**Redemption Agreements**"), and (ii) effective as of the same date as the First Closing Date (as defined in the Redemption Agreements) (the "**Closing Date**"). At Closing, each Seller shall execute and deliver a Bill of Sale and Assignment in favor of Buyer in the form attached hereto as *Exhibit A* and Buyer shall deliver the Purchase Price to each Seller. The transactions contemplated at Closing hereunder shall occur concurrently with the transactions contemplated for the First Closing Date (as defined in the Redemption Agreements) under the Redemption Agreements.

4. **SELLERS' REPRESENTATIONS AND WARRANTIES.** Each of the Sellers represents and warrants to Buyer as follows:

4.1 **Membership Interest.** Seller is the sole owner of the Subject Interest, and the Subject Interest is free and clear of all liens or encumbrances of any kind or nature, other than as contemplated in the Operating Agreement. Other than as set forth in the Operating Agreement, there are no outstanding subscriptions, warrants, calls, commitments, pledges, security agreements, restrictions against transfer, voting trusts or arrangements of any kind with respect to the Subject Interest or transfer of the Subject Interest. Seller is not owed any amount by the Company for distributions, for wages, salaries or other compensation for services rendered, for expense reimbursements, or for loans or advances made by Seller to the Company.

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4.2 **Purchase Price.** Seller acknowledges that the Purchase Price represents a fair and accurate value for the Subject Interest as of the Closing, and that Seller has agreed to sell the Subject Interest for said price of Seller's own free will and volition.

4.3 **Consents.** Except as contemplated in the Operating Agreement, the execution, delivery and performance of this Agreement by Seller does not require the consent of any third party.

4.4 **Authorization of Agreement, etc.** Seller has the full capacity, power and authority to execute and deliver this Agreement. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent (i) such enforceability is limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws relating to or affecting generally the enforcement of creditors, rights, and (ii) the availability of the remedy of specific performance or injunctive or other equitable relief is subject to the discretion of the court before which any proceeding therefor may be brought. Seller is not the subject of any bankruptcy proceeding and is not contemplating the filing of any bankruptcy proceeding.

4.5 **Compliance with Laws and Other Instruments.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby in accordance with the terms of this Agreement, and the performance of Seller's obligations hereunder will not conflict with, or result in any violation of or default under, any agreement or other instrument to which Seller is a party or bound or any permit, franchise, judgment, decree, statute, rule or regulation applicable to Seller.

5. **BUYER'S REPRESENTATIONS AND WARRANTIES AND FURTHER AGREEMENT.** Buyer represents and warrants to, and further agrees with, each Seller as follows:

5.1 **Consents.** The execution, delivery and performance of this Agreement by Buyer does not require the consent of any third party.

5.2 **Authorization of Agreement, etc.** Buyer has the full capacity, power and authority to execute and deliver this Agreement. This Agreement is the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except to the extent (i) such enforceability is limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws relating to or affecting generally the enforcement of creditors, rights, and (ii) the availability of the remedy of specific performance or injunctive or other equitable relief is subject to the discretion of the court before which any proceeding therefor may be brought. Buyer is not the subject of any bankruptcy proceeding and is not contemplating the filing of any bankruptcy proceeding.

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5.3 **Compliance with Laws and Other Instruments.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby in accordance with the terms of this Agreement, and the performance by Buyer of its obligations hereunder will not conflict with, or result in any violation of or default under, any agreement or other instrument to which Buyer is a party or bound or any permit, franchise, judgment, decree, statute, rule or regulation applicable to Buyer.

5.4 **Adequacy of Consideration.** Buyer understands, acknowledges, and agrees that Buyer and Sellers have voluntarily negotiated the Purchase Price to be

paid by Buyer for each Seller's Subject Interest. Buyer hereby acknowledges and agrees that the consideration to be paid in exchange for each Seller's Subject Interest constitutes fair and adequate consideration for such Subject Interest.

6. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** The respective representations and warranties of Sellers and of Buyer contained herein are true, accurate and correct and shall not be deemed waived or otherwise affected by any investigation made by any party hereto or the occurrence of the Closing. Each and every such representation and warranty shall survive the Closing.

7. **CLAIMS.** Effective upon the Closing Date, each Seller shall be deemed to have waived and released any and all claims and causes of action that such Seller may then have against the Company and/or the Buyer in any way relating to the Company and/or its operations or affairs through the Closing Date.

8. **TAX TREATMENT.** Buyer and Sellers agree that, for U.S. federal and all applicable state and local income tax purposes, the purchase and sale of the Subject Interests pursuant to this Agreement shall be treated as a sale of partnership interests by Sellers and as a purchase of assets by Buyer, in accordance with Situation 1 of Rev. Rul. 99-6, 1991-1 C.B. 432 (Jan. 15, 1999). Neither Buyer nor Sellers shall take any position inconsistent with such treatment on any tax return or the course of any tax audit, review, or administrative or judicial proceeding, unless otherwise required by law.

9. **REALLOCATION OF PERCENTAGE INTERESTS.** From and after the Closing Date, the Percentage Interests of the Members of the Company shall be:

Buyer	_100%
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10. **MISCELLANEOUS.**

10.1 **Governing Law; Venue.** The validity, construction, enforcement, and interpretation of this Agreement, and any claim, dispute or controversy of whatever nature arising out of or relating to this Agreement, shall be governed by and interpreted in accordance with the laws of the State of Kansas, without giving effect to any choice of law principles that would require the application of the laws of a different state.

10.2 **Benefit.** This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

10.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.4 **Actions Necessary to Complete Transaction.** Each party hereby agrees to execute and deliver all such other documents or instruments and to take any actions as may be reasonably required in order to effectuate the transactions contemplated by this Agreement.

10.5 **Waiver.** A waiver by any party of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other breach of such term or condition, nor shall the failure of a party to enforce such provision constitute a waiver of such provision or of any other provision, nor shall such action be deemed a waiver or release of any other party for any claims arising out of or connected with this Agreement.

10.6 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. There are no other restrictions, promises, representations, warranties, covenants or undertakings. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof, and may not be revised or amended in any respect without a written agreement signed by the parties hereto. Headings of paragraphs and sections of this Agreement are inserted for the convenience of the parties and shall not be construed as part of this Agreement. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except by an instrument in writing signed by all the parties hereto.

*[SIGNATURE PAGE FOLLOWS]*

The parties are signing this Membership Interest Purchase Agreement, with the intent to be legally bound as of the date first set forth above.

**SELLERS:**

Cathy L. Scroggs Trust dated April 18,  
2017, as amended

By: /s/ Cathy L. Scroggs, Trustee  
Cathy L. Scroggs, Trustee

Susan H. Robbins share created under the  
Robbins Joint Revocable Trust dated March  
7, 2017, as amended

By: /s/ Susan H. Robbins, Trustee  
Susan H. Robbins, Trustee

**BUYER:**

Karen Cray Seaberg Revocable Trust dated  
May 15, 1992, as amended

**Exhibit A**

**BILL OF SALE AND ASSIGNMENT OF MEMBERSHIP INTEREST**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_ (“**Seller**”) hereby transfers and assigns to the Karen Cray Seaberg Revocable Trust dated May 15, 1992, as amended (“**Buyer**”), all of Seller’s right, title and interest as a member in Cray Family Management, LLC, a Kansas limited liability company (the “**Company**”), consisting of a 33 1/3% Membership Interest and the related Capital Account balance and all other interests of Seller in or claims against the Company and its assets.

To have and hold the same, unto Buyer, free and clear of all liens, claims and encumbrances (other than the Operating Agreement of the Company).

Dated as of September [ ], 2023.

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[Name of Seller]

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