

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 12)*

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, KS, 66002
(913) 367-1480

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

08/20/2025

(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. ☐

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).

SCHEDULE 13D

CUSIP No. 55303J106

1	Name of reporting person Karen Seaberg
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) PF, OO

5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,056,983.00
	8	Shared Voting Power 322,708.00
	9	Sole Dispositive Power 2,056,983.00
	10	Shared Dispositive Power 322,708.00
11	Aggregate amount beneficially owned by each reporting person 2,379,691.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 11.2 %	
14	Type of Reporting Person (See Instructions) IN, HC	

Comment for Type of Reporting Person:

Sole voting power and sole dispositive power includes 1,748,733 shares owned of record by the Cray Partnership (as defined herein), 114,205 shares owned of record by the Karen Cray Seaberg Revocable Trust, 52,001 shares owned of record by the Lori A. Mingus GST Exempt Trust, 58,990 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. Shared voting power and shared dispositive power includes 283,569 shares owned of record by the Seaberg Partnership (as defined herein) and 39,139 shares owned of record by the Seaberg Family Foundation (as defined herein). Percentage based upon 21,292,736 shares outstanding as of July 25, 2025 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, filed with the Securities and Exchange Commission on July 31, 2025).

SCHEDULE 13D

CUSIP No.	55303J106
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1	Name of reporting person Cray Family Management, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) AF, OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>

6	Citizenship or place of organization KANSAS	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 1,748,733.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 1,748,733.00
11	Aggregate amount beneficially owned by each reporting person 1,748,733.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 8.2 %	
14	Type of Reporting Person (See Instructions) OO	

Comment for Type of Reporting Person:

Percentage based upon 21,292,736 shares outstanding as of July 25, 2025 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, filed with the Securities and Exchange Commission on July 31, 2025).

SCHEDULE 13D

CUSIP No.	55303J106
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1	Name of reporting person Cray MGP Holdings, LP
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization KANSAS

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 1,748,733.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 1,748,733.00
11	Aggregate amount beneficially owned by each reporting person 1,748,733.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 8.2 %	
14	Type of Reporting Person (See Instructions) PN	

Comment for Type of Reporting Person:

Percentage based upon 21,292,736 shares outstanding as of July 25, 2025 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, filed with the Securities and Exchange Commission on July 31, 2025).

SCHEDULE 13D

CUSIP No.	55303J106
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1	Name of reporting person Seaberg Family Management, Inc.
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) AF, OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization KANSAS

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 283,569.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 283,569.00
11	Aggregate amount beneficially owned by each reporting person 283,569.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 1.3 %	
14	Type of Reporting Person (See Instructions) CO	

Comment for Type of Reporting Person:

Percentage based upon 21,292,736 shares outstanding as of July 25, 2025 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, filed with the Securities and Exchange Commission on July 31, 2025).

SCHEDULE 13D

CUSIP No.	55303J106
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1	Name of reporting person Seaberg MGP Holdings, LP
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization KANSAS

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 283,569.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 283,569.00
11	Aggregate amount beneficially owned by each reporting person 283,569.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 1.3 %	
14	Type of Reporting Person (See Instructions) PN	

Comment for Type of Reporting Person:

Percentage based upon 21,292,736 shares outstanding as of July 25, 2025 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, filed with the Securities and Exchange Commission on July 31, 2025).

SCHEDULE 13D

CUSIP No.	55303J106
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1	Name of reporting person Laidacker M. Seaberg and Karen C. Seaberg Family Foundation
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization KANSAS

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 39,139.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 39,139.00
11	Aggregate amount beneficially owned by each reporting person 39,139.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0.2 %	
14	Type of Reporting Person (See Instructions) PN	

Comment for Type of Reporting Person:

Percentage based upon 21,292,736 shares outstanding as of July 25, 2025 (according to the information contained in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, filed with the Securities and Exchange Commission on July 31, 2025).

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, No Par Value

(b) Name of Issuer:

MGP INGREDIENTS INC

(c) Address of Issuer's Principal Executive Offices:

1300 MAIN ST, ATCHISON, KANSAS , 66002.

Item 1 Comment:

This Amendment No. 12 to Schedule 13D ("Amendment No. 12") is being filed by Karen Seaberg, Cray Family Management, LLC, Cray MGP Holdings, LP, Seaberg Family Management, Inc., Seaberg MGP Holdings, LP, and the Laidacker M. Seaberg and Karen C. Seaberg Family Foundation (collectively, the "Reporting Persons") to amend the statement on Schedule 13D filed by the Reporting Persons on March 18, 2025 (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. 12 amends and restates Items 4, 5 and 6. Ms. Seaberg 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. 9 to this Schedule 13D and is incorporated by reference herein, 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. 12. 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

The information previously provided as the fourth paragraph of Item 4 is hereby amended and restated by replacing the text thereof in its entirety with the following:

Since its formation, the Cray Partnership has (1) sold 588,384 shares of Common Stock in various open market transactions and (2) disposed of 235,950 shares of Common Stock pursuant to the Redemption Agreements (as defined in Item 6 below). As of August 21, 2025, the Cray Partnership owned 1,748,733 shares of Common Stock.

The information previously provided as the seventh paragraph of Item 4 is hereby amended and restated by replacing the text thereof in its entirety with the following:

Since its formation, the Seaberg Partnership has sold 130,206 shares of Common Stock in various open market transactions and, as of August 21, 2025, owned 283,569 shares of Common Stock.

Item 5. Interest in Securities of the Issuer

(a) The information set forth in the cover pages of this Amendment 12 is hereby incorporated by reference into this Item 5(a).

(b) The information set forth in the cover pages of this Amendment 12 is hereby incorporated by reference into this Item 5(b).

The amounts reported above include: 1,748,733 shares owned of record by the Cray Partnership, 283,569 shares owned of record by the Seaberg Partnership, 52,001 shares owned of record by the Lori A. Mingus GST Exempt Trust, 58,990 shares owned by the Melissa A. Huntington GST Exempt Trust, 114,205 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 39,139 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. Ms. Seaberg beneficially owns 293 shares of Preferred Stock that are owned of record by the Karen Cray Seaberg Revocable Trust, for which she serves as trustee, representing in the aggregate approximately 67% of the outstanding Preferred Stock.

1,748,733 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.

283,569 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.

39,139 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.

(c) Not applicable

(d) Not applicable

(e) Not applicable

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

The information previously provided as the third paragraph of Item 6 is hereby amended and restated by replacing the text thereof in its entirety with the following:

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 delivered, and the Cray Partnership accepted 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 required the Redemption Price for each Redeemed Limited Partner to be delivered in three installments as described below:

On September 5, 2023, the Cray Partnership delivered an aggregate of 101,683 shares of Common Stock to the Redeemed Limited Partners. On September 5, 2024, the Cray Partnership delivered an aggregate of 134,267 shares of Common Stock to the Redeemed Limited Partners.

On August 20, 2025, the Cray Partnership and Cray Management entered into separate amendments (the "Amendments") with each of the Redeemed Limited Partners with respect to their respective Redemption Agreements. Pursuant to the Amendments, the parties agreed to change the third delivery date under each Redemption Agreement from September 5, 2025 to September 5, 2026. On September 5, 2026 (the "New 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 shares of Common Stock 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 New Third Closing Date.

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. 9 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 (incorporated by reference to Exhibit 99.5 to Amendment No. 8 to this Schedule 13D).

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 (incorporated by reference to Exhibit 99.6 to Amendment No. 8 to this Schedule 13D).

99.7 First Amendment to Redemption Agreement, dated as of August 20, 2025, 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, to the 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.

99.8 First Amendment to Redemption Agreement, dated as of August 20, 2025, 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, to the 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.

* 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.

SIGNATURE

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.

Karen Seaberg

Signature: /s/ Karen Seaberg
Name/Title: Karen Seaberg
Date: 08/21/2025

Cray Family Management, LLC

Signature: /s/ Karen Seaberg
Name/Title: Manager
Date: 08/21/2025

Cray MGP Holdings, LP

Signature: /s/ Karen Seaberg
Name/Title: Manager, Cray Family Management, LLC, General Partner
Date: 08/21/2025

Seaberg Family Management, Inc.

Signature: /s/ Karen Seaberg
Name/Title: President
Date: 08/21/2025

Seaberg MGP Holdings, LP

Signature: /s/ Karen Seaberg
Name/Title: President, Seaberg Family Management, Inc., General Partner
Date: 08/21/2025

Laidacker M. Seaberg and Karen C. Seaberg
Family Foundation

Signature: /s/ Karen Seaberg

Name/Title: President

Date: 08/21/2025

FIRST AMENDMENT TO REDEMPTION AGREEMENT

THIS FIRST AMENDMENT TO THE REDEMPTION AGREEMENT (this “**Amendment**”) is made and entered into as of August 20, 2025, 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 in this Amendment but not otherwise defined shall have the meaning set forth in that certain Redemption Agreement dated as of June 7, 2023, by and among the Partnership, the General Partner, and the Redeemed Limited Partner (the “**Redemption 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 Parties entered into and have agreed to be bound by the Redemption Agreement;
- C. **WHEREAS**, pursuant to Section 10(e) of the Redemption Agreement, the Redemption Agreement may be amended by an instrument in writing signed by all the Parties;
- D. **WHEREAS**, the Parties desire to amend the Redemption Agreement as described below; and
- E. **WHEREAS**, concurrently with the execution of this Amendment, the Partnership and the General Partner are entering into a first amendment to that certain redemption agreement dated as of June 7, 2023, by and among the Partnership, 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, in form which is substantially identical to this Amendment (the “**Concurrent Amendment**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Amendments.

Section 2 of the Redemption Agreement is hereby amended by deleting the date “September 5, 2025” from paragraph (c) thereof and replacing it with the date “September 5, 2026”.

Section 5 of the Redemption Agreement is hereby amended to add the following new paragraph (g): “(g) All of the parties to the Concurrent Amendment shall have executed and delivered the Concurrent Amendment.”

2. Counterparts. This Amendment 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 DocuSign) 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.

3. Governing Law. The laws of the State of Kansas shall govern this Amendment and any claim, dispute or controversy arising hereunder without giving effect to any choice of law principles that would require the application of the laws of a different state.

4. References. This Amendment shall form part of the Redemption Agreement for all purposes and shall be deemed to be in full force and effect from and after the date hereof by the Parties. The Redemption Agreement, as amended hereby, is hereby ratified and confirmed by the Parties. All references to the Redemption Agreement in the Redemption Agreement or any other document, instrument, agreement, or writing delivered pursuant thereto shall hereafter be deemed to refer to the Redemption Agreement as amended by this Amendment.

5. No Other Amendments. Except as amended as set forth in this Amendment, all terms, conditions, obligations and agreements of the Redemption Agreement, as amended, shall remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this First Amendment 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

FIRST AMENDMENT TO REDEMPTION AGREEMENT

THIS FIRST AMENDMENT TO THE REDEMPTION AGREEMENT (this “**Amendment**”) is made and entered into as of August 20, 2025, 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 in this Amendment but not otherwise defined shall have the meaning set forth in that certain Redemption Agreement dated as of June 7, 2023, by and among the Partnership, the General Partner, and the Redeemed Limited Partner (the “**Redemption 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 Parties entered into and have agreed to be bound by the Redemption Agreement;
- C. **WHEREAS**, pursuant to Section 10(e) of the Redemption Agreement, the Redemption Agreement may be amended by an instrument in writing signed by all the Parties;
- D. **WHEREAS**, the Parties desire to amend the Redemption Agreement as described below; and
- E. **WHEREAS**, concurrently with the execution of this Amendment, the Partnership and the General Partner are entering into a first amendment to that certain redemption agreement dated as of June 7, 2023, by and among the Partnership, 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, in form which is substantially identical to this Amendment (the “**Concurrent Amendment**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Amendments.

Section 2 of the Redemption Agreement is hereby amended by deleting the date “September 5, 2025” from paragraph (c) thereof and replacing it with the date “September 5, 2026”.

Section 5 of the Redemption Agreement is hereby amended to add the following new paragraph (g): “(g) All of the parties to the Concurrent Amendment shall have executed and delivered the Concurrent Amendment.”

2. Counterparts. This Amendment 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 DocuSign) 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.

3. Governing Law. The laws of the State of Kansas shall govern this Amendment and any claim, dispute or controversy arising hereunder without giving effect to any choice of law principles that would require the application of the laws of a different state.

4. References. This Amendment shall form part of the Redemption Agreement for all purposes and shall be deemed to be in full force and effect from and after the date hereof by the Parties. The Redemption Agreement, as amended hereby, is hereby ratified and confirmed by the Parties. All references to the Redemption Agreement in the Redemption Agreement or any other document, instrument, agreement, or writing delivered pursuant thereto shall hereafter be deemed to refer to the Redemption Agreement as amended by this Amendment.

5. No Other Amendments. Except as amended as set forth in this Amendment, all terms, conditions, obligations and agreements of the Redemption Agreement, as amended, shall remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this First Amendment 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
Karen Seaberg, Manager

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

