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

## FORM 8-K

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

Date of Report (Date of earliest event reported): April 1, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

Emerging growth company ☐

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

**Item 1.01. Entry into a Material Definitive Agreement.**

As previously disclosed in the Current Report on Form 8-K of MGP Ingredients, Inc. (the "Company") filed with the United States Securities and Exchange Commission (the "SEC") on January 25, 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 with their subsidiaries, "Luxco" or the "Luxco Companies"), the shareholders of HoldCo (the "Sellers"), and Donn S. Lux, as Sellers' Representative, pursuant to which the Company agreed to merge HoldCo with and into the Company with the Company surviving the merger (the "Merger"). Luxco is a leading branded beverage alcohol company across various categories, with a more than 60-year business heritage. The Sellers are various trusts established for the benefit of members of the Lux family and are more specifically identified in the Joinder Agreement filed as Exhibit 2.2 to this Current Report on Form 8-K and incorporated herein by reference.

On April 1, 2021, the Company completed the Merger. Following the Merger, the Luxco Companies became wholly-owned subsidiaries of the Company. The aggregate consideration paid by the Company in connection with the Merger was$237.5 million in cash (less assumed indebtedness) and 5,007,833 shares of common stock of the Company, subject to adjustment for fractional shares (the "Company Shares", and together with the cash portion, the "Merger Consideration"). The Company Shares represent approximately 22.8% of the Company's outstanding common stock immediately following the closing of the Merger. The Merger Consideration is subject to customary purchase price adjustments, including working capital, which adjustments are anticipated to be paid in cash.

The foregoing description of the Merger Agreement is not complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which is attached as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference. The Merger Agreement has been attached to provide investors with information regarding its terms. It is not intended to provide any other factual information about the Company or the Luxco Companies. In particular, the assertions embodied in the representations and warranties contained in the Merger Agreement are qualified by information in confidential disclosure schedules provided by each of the Company and the Luxco Companies to each other in connection with the signing of the Merger Agreement or in filings of the parties with the SEC. The confidential disclosure schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties and certain covenants set forth in the Merger Agreement. In addition, these representations and warranties (i) may be intended not as statements of fact, but rather as a way of allocating risk to one of the various parties involved in the transaction if those statements prove to be inaccurate, (ii) may apply materiality standards different from what may be viewed as material to investors and securities holders, and (iii) were made only as of the date of the Merger Agreement or as of such other date or dates as may be specified in the Merger Agreement. Moreover, information concerning the subject matter of such representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures. Investors and securities holders are urged not to rely on such representations and warranties as characterizations of the actual state of facts or circumstances at this time or any other time.

In connection with the closing of the Merger, the following agreements were entered into:

(1) the Shareholders Agreement, dated as of April 1, 2021, by and among the Company and the other parties thereto (the "Shareholders Agreement");

(2) the Registration Rights Agreement, dated as of April 1, 2021, by and among the Company and the other parties thereto (the "Registration Rights Agreement"); and

(3) the Net Lease, dated as of April 1, 2021, by and among Kemper-Themis, L.L.C., a Missouri limited liability company, as landlord, Luxco, Inc., a Missouri corporation, as tenant, and Donn Lux, as guarantor of certain obligations of the landlord (the "Lease").

**Shareholders Agreement**

Pursuant to the terms of the Shareholders Agreement, the Sellers will receive the right to nominate two Group A directors for election to the Company's board of directors at each stockholders meeting at which Group A directors are elected, commencing with the Company's 2021 annual meeting of stockholders. The right to nominate two directors is conditioned upon the Sellers continuing to have beneficial ownership of 15% or more of the Company's issued and outstanding common stock. 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's board of directors. One of the Sellers' initial designees at the Company's 2021 annual meeting of shareholders will be Donn S. Lux. In addition, Karen Seaberg and Lori Mingus are also parties to the Shareholders Agreement and have agreed to vote the shares of the Company's common stock beneficially owned by them (representing approximately 15.2% of the Company's outstanding common stock immediately following the closing of the Merger) in favor of such nominees.

The foregoing description of the Shareholders Agreement is not complete and is qualified in its entirety by reference to the full text of the Shareholders Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Registration Rights Agreement**

Pursuant to the terms of the Registration Rights Agreement, the Company has agreed to use commercially reasonable efforts to (1) file a resale shelf registration statement covering the Company Shares and cause such registration statement to be declared effective by the SEC as promptly as practicable after the filing, (2) keep such registration statement effective for three years, (3) file another resale shelf registration statement prior to the expiration of such three-year period and cause such registration statement to be declared effective by the SEC as promptly as practicable after the filing and (4) keep such registration statement effective for another three years. In addition, the holders of the Company Shares relating to such registration statements have the right to require the Company to assist with effecting up to three underwritten offerings, subject to certain terms and conditions. The Registration Rights Agreement requires the Company to pay certain expenses of the holders of the Company Shares relating to such registration statements and to indemnify them against certain liabilities that may arise under the Securities Act of 1933, as amended. In addition, in connection with any underwritten offering of common stock (or securities convertible into common stock), the holders of the Company Shares have agreed not to sell during the seven days prior to, and the 90-day period (or such shorter period as shall be agreed to with the managing underwriters) beginning on, the date of pricing of any such offering in accordance with the terms of the Registration Rights Agreement.

The foregoing description of the Registration Rights Agreement is not complete and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is attached as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

**Lease**

The Luxco St. Louis Missouri bottling and warehouse facilities are owned by Kemper-Themis, L.L.C., an affiliate of certain of the Sellers, and prior to the Merger were leased by Luxco, Inc. pursuant to a lease that was scheduled to expire in 2021. In connection with the closing of the Merger, Luxco, Inc. entered into the Lease, which is a five-year, triple net lease that replaces the prior lease. The annual rent due under the Lease for the first year of the lease term is $660,000 and increases 3.5% per year thereafter. The Lease is subject to an automatic renewal for an additional five years, unless Luxco, Inc. provides Kemper-Themis, L.L.C. with notice of non-renewal at least 180 days prior to the expiration of the Lease. The Lease also contains customary provisions allowing Kemper-Themis, L.L.C. to terminate the Lease if Luxco, Inc. fails to remedy a breach of certain of its obligations as set forth in the Lease within specified time periods, or upon bankruptcy or insolvency of Luxco, Inc.

The foregoing description of the Lease does not purport to be complete and is qualified in its entirety by reference to the full text of the Lease, which is attached as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 2.01. Completion of Acquisition or Disposition of Assets**

The information provided in response to Item 1.01 and Item 2.03 of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

**Item 2.03. Creation of Direct Financial Obligation**

The cash portion of the Merger Consideration, the repayment of assumed debt and transaction-related expenses were financed with a $242.3 million borrowing under the Company's existing $300 million Credit Agreement, dated February 14, 2020, by and among the Company, the lenders a party thereto and Wells Fargo Bank, National Association, as administrative agent, swingline lender and issuing lender (as amended, the "Credit Agreement"). Additional information regarding the terms of the Credit Agreement are contained in Item 1.01 of the Company's Current Report on Form 8-K filed February 18, 2020 and incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

On April 1, 2021, the Company issued a press release announcing the completion of the Merger. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The foregoing is being furnished pursuant to Item 7.01 and will not be deemed to be filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise be subject to the liabilities of that section, nor will it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act.

**Item 9.01. Financial Statements and Exhibits.**

(a) Financial statements of businesses acquired.

Information required by this item will be filed as an Exhibit on Form 8-K/A within 71 days following the date that this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial information.

Information required by this item will be filed as an Exhibit on Form 8-K/A within 71 days following the date that this Current Report on Form 8-K is required to be filed.

(d) Exhibits

| Exhibit Number | Description |
|---|---|
| 2.1* | 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 (filed as Exhibit 2.1 to MGP Ingredients, Inc. Current Report on Form 8-K filed January 25, 2021 and incorporated herein by reference). |
| 2.2 | Joinder to the 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, Donn Lux, as Sellers' Representative, and the shareholders of London Holdco, Inc. (filed as Exhibit 2.2 to MGP Ingredients, Inc. Current Report on Form 8-K filed January 25, 2021 and incorporated herein by reference). |
| 10.1 | Shareholders Agreement, dated as of April 1, 2021, by and among MGP Ingredients, Inc. and certain shareholders of MGP Ingredients, Inc. |
| 10.2 | Registration Rights Agreement, dated as of April 1, 2021, by and among MGP Ingredients, Inc. and certain shareholders of MGP Ingredients, Inc. |
| 10.3 | Net Lease, dated as of April 1, 2021, by and among Kemper-Themis, L.L.C., Luxco, Inc. and Donn Lux |
| 99.1 | Press release dated April 1, 2021 |
| 104 | The cover page from this Current Report on Form 8-K, formatted in iXBRL (Inline Extensible Business Reporting Language) |

* Schedules or exhibits omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request; provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules or exhibits so furnished.

**SIGNATURES**

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

MGP INGREDIENTS, INC.

Date: April 1, 2021

By: /s/ Brandon M. Gall

Brandon M. Gall, Vice President, Finance and Chief Financial Officer

**MGP Ingredients, Inc.**

**Shareholders' Agreement**

**THIS SHAREHOLDERS' AGREEMENT** (this "***Agreement***") is made as of April 1, 2021, by and among MGP Ingredients, Inc., a Kansas corporation (the "***Company***"), the shareholders of the Company set forth on Schedule A attached hereto (collectively, the "***Shareholders***") and the shareholders of the Company set forth on Schedule B attached hereto (collectively, the "***Seaberg/Cray Shareholders***"). The number of shares of the Company's common stock, no par value (the "***Common Stock***"), Beneficially Owned by each Shareholder as of the date of this Agreement is set forth on Schedule A hereto.

**AGREEMENT**

**WHEREAS**, pursuant to an Agreement and Plan of Merger (the "***Merger Agreement***") dated as of January 22, 2021, London HoldCo, Inc., a Delaware corporation ("***HoldCo***"), have merged (the "***Merger***") with and into the Company with the Company as the surviving entity in the Merger.

**WHEREAS**, as of date of this Agreement, the Shareholders collectively Beneficially Own 5,007,828 shares of Common Stock, comprising twenty-two and eight tenths percent (22.8%) of the Outstanding Share Amount (as defined below);

**WHEREAS**, the parties hereto wish to enter into this Agreement for the purposes of regulating the business, affairs and management of the Company as from the date hereof;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. Certain Definitions.

In this Agreement:

"***Articles of Incorporation***" shall mean the Company's articles of incorporation as filed with the Secretary of State of the State of Kansas, as amended from time to time.

"***Beneficially Own***" and "***Beneficial Owner***" shall have the meaning assigned to such terms under Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

"***Lux Family Members***" shall mean (i) Donn S. Lux, Caroline L. Kaplan, Catherine N. Lux and Paul S. Lux; (ii) each of their spouses, parents and descendants (including adoptive relationships and stepchildren), and (iv) the spouses of each such natural persons.

"***Outstanding Share Amount****"* shall mean the aggregate number of shares of Common Stock issued and outstanding as of a given date of determination, which number shall not include any options or convertible securities convertible into shares of Common Stock.

"***Related Party Transferee***" means, with respect to any Shareholder, (i) any Lux Family Member, (ii) a trust under which the distribution of shares of Common Stock may be made only to a Lux Family Member, (iii) a charitable remainder trust, the income from which will be paid to a Lux Family Member during his or her life; provided that any Common Stock owned by such charitable remainder trust will cease to be subject to this Agreement upon the death of such Lux Family Member, (iv) a corporation, partnership, or limited liability company, the stockholders, partners, or members of which are only Lux Family Members, or (v) by will or by the laws of intestate succession, to a Lux Family Member.

2. Board Nomination Rights.

(a) For so long as the Shareholders collectively continue to Beneficially Own (but specifically excluding any shares Beneficially Owned by the Seaberg/Cray Shareholders), directly or indirectly, (i) issued and outstanding shares of Common Stock comprising at least fifteen percent (15%) of the Outstanding Share Amount, the Shareholders collectively shall be entitled to nominate two (2) Directors (with each such Director referred to as a "***London Director***" and collectively, as the "***London Directors***") to serve as Group A directors under the Articles of Incorporation ("***Group A Directors***") on the Board of Directors of the Company (the "***Board***"), and (ii) issued and outstanding shares of Common Stock comprising less than fifteen percent (15%) but at least ten percent (10%) of the Outstanding Share Amount (the "***Minimum Shares***"), the Shareholders collectively shall be entitled to nominate one (1) London Director to serve as a Group A Director on the Board; provided, however, that any nominee (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. With respect to the London Director(s) contemplated in this Section 2(a), the Company shall (x) include, and shall use its best efforts to cause the Board or the Nominating and Governance Committee to nominate and include (which shall be deemed a nomination "at the direction of the Board of Directors" pursuant to Section 2.4(a) of the Company's bylaws), the London Director(s) in the slate of nominees recommended to the shareholders of the Company in the Company's proxy statement and on its proxy card for election as a director at any annual or special meeting of the shareholders of the Company at which Group A Directors may be nominated, and (y) use commercially reasonable efforts, in the event of a proxy contest, a negative vote recommendation against a London Director by a proxy advisory firm, or, in the judgment of a London Director, other indications of opposition to the election of such Director, upon the request of a London Director, to actively solicit the Company's shareholders to elect the London Director(s) to the Board. Without limiting the generality of the foregoing, the Company shall use best efforts to provide that, with respect to any slate of nominees recommended to the shareholders of the Company in the Company's proxy statement and on its proxy card on which a London Director is to appear, that such slate of nominees be limited to the number of vacancies on the Board.

(b) Initially, and in furtherance of Section 2(a), the Company shall cause Donn S. Lux and Tom Gerke to be nominated for election to the Board at its 2021 annual meeting or, if such annual meeting is not to be held within one hundred twenty (120) days of the closing of the transactions contemplated by the Merger Agreement, shall use best efforts to call a special meeting of the Company's shareholders for the purpose of electing Group A Directors within such one hundred twenty (120) day period (the "***2021 Stockholder Meeting***").

(c) Until the 2021 Stockholder Meeting, Company shall permit Donn S. Lux to attend all meetings of the Board and all committees thereof in a non-voting, observer capacity and, in this respect, shall give Donn S. Lux copies of all notices, minutes, consents, and other materials that it provides to members of the Board or such committees at the same time and in the same manner as provided to the members of the Board or such committees; provided, however, that the Company reserves the right to withhold any information, and to exclude Donn S. Lux from any meeting or portion thereof, if and to the extent the Board determines reasonably and in good faith that withholding access to such information or excluding Donn S. Lux from attendance at such meeting is reasonably required (i) in order to preserve the attorney-client privilege between the Company and its counsel, (ii) if Donn S. Lux has a conflict of interest with respect to such information, or (iii) in order to protect the Company's trade secrets or other confidential information that is reasonably determined to be competitively sensitive vis-à-vis Investor or any of its affiliates; provided, however, that if the Company is party to an agreement with a third party governing the confidentiality of such third party's information which agreement restricts disclosure by the Company hereunder, the Company shall not be required to disclose the confidential information of such third party; provided, further, however, that this provision is in addition to, and shall not limit or restrict, any rights to books, records or other information which Donn S. Lux and the Shareholders may otherwise have under the Kansas General Corporation Code. For so long as Donn S. Lux is permitted to attend meetings of the Board and all committees thereof, pursuant to this Section 2(c), Donn S. Lux shall be required to preserve the confidentiality of, and not disclose, any non-public information of the Company or any of its subsidiaries, including discussions or matters considered in meetings of the Board or any committees thereof, to any third party.

(d) From time to time, upon written request from the Company, the Shareholders shall provide evidence reasonably satisfactory to the Company as to the number of shares of Common Stock Beneficially Owned by the Shareholders.

(e) Each London Director shall be entitled to the same rights, capacities, entitlements, compensation, indemnification and insurance in connection with his or her role as a director as other non-management members of the Board, and shall be entitled to reimbursement for all reasonable documented, out-of-pocket expenses incurred in attending meetings of the Board or any committees thereof, to the same extent as other non-management members of the Board.

(f) In addition, each London Director shall be entitled to coverage under the Company's directors' and officers' liability insurance with the same coverage as, and containing terms and conditions no less favorable than, those available to the other members of the Board;

which coverage shall be effective upon his or her appointment to the Board and, for the avoidance of doubt, which shall continue in accordance with its terms notwithstanding the termination of this Agreement.

(g) Each London Director shall be entitled to serve on each standing committee of the Board, and the Company shall use its best efforts to cause the Board to nominate such London Director to serve on each such committee; provided, however, that, notwithstanding the foregoing, a London Director shall not be entitled to serve on a given committee of the Board if, as determined in good faith by a majority of the Board (based upon the advice of outside legal counsel), service on such committee would violate the charter of such committee or any applicable laws, rules, regulations or listing standards (including any applicable independence requirements). For the avoidance of doubt, Donn S. Lux shall not be entitled to serve on the Audit Committee of the Company so long as he, together with his affiliates, or any group (within the meaning of Rule 13d-5(b) under the Securities Exchange Act of 1934) of which he is a member, Beneficially Own shares of Common Stock equal to 10% or more of the Outstanding Share Amount.

(h) The Company and the Board shall ensure, to the extent lawful and permitted by applicable listing standards, at all times that the Articles of Incorporation, bylaws and corporate governance policies and guidelines of the Company are not at any time inconsistent with this Section 2.

(i) The Shareholders acknowledge and agree that all directors on the Board (including the London Directors) shall be subject to, and act in accordance with, the Company's Code of Conduct, Corporate Governance Guidelines, and insider trading policies and the current listing and corporate governance requirements of the Nasdaq Stock Market applicable to the Company.

(j) For so long as the Shareholders have nominating rights as contemplated by Section 2(a), the Board shall continue to have nine (9) members, as set out in the Company's Articles of Incorporation.

(k) Each of the Seaberg/Cray Shareholders shall vote in favor of the election of the London Director(s) to the Board (i) the shares of Common Stock owned of record by such Seaberg/Cray Shareholder and (ii) any shares of Common Stock Beneficially Owned by such Seaberg/Cray Shareholder over which such Seaberg/Cray Shareholder has sole voting control. With respect to shares of Common Stock Beneficially Owned by such Seaberg/Cray Shareholder over which such Seaberg/Cray Shareholder shares voting control, such Seaberg/Cray Shareholder shall vote in favor of exercising such shared Beneficial Ownership in favor of the election of the London Director(s) to the Board. Each Seaberg/Cray Shareholder represents and warrants to the Shareholders that, as of the date of this Agreement, such Seaberg/Cray Shareholder holds of record and has Beneficial Ownership of the number of shares of Common Stock set forth on Exhibit B.

3. Representations of the Parties.

(a) The Company hereby represents and warrants that this Agreement and the performance by the Company of its obligations hereunder (i) have been duly authorized, executed and delivered by it, and are valid and binding obligations of the Company, enforceable against the Company in accordance with its terms and (ii) do not and will not violate any law, any order of any court of competent jurisdiction or other agency of the government, the Articles of Incorporation or bylaws of the Company, or any provision of any indenture, agreement or other instrument to which the Company or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of, or give rise to, any lien, charge, restriction, claim, encumbrance or adverse penalty of any nature whatsoever pursuant to any such indenture, agreement or other instrument.

(b) Each Seaberg/Cray Shareholder and each Shareholder hereby represents and warrants that this Agreement and the performance by such shareholder of his, her or its obligations hereunder (i) have been duly authorized, executed and delivered by him, her or it, and are valid and binding obligations of such shareholder, enforceable against such shareholder in accordance with its terms and (ii) do not and will not violate any law, any order of any court of competent jurisdiction or other agency of the government, or any provision of any agreement or other instrument to which such shareholder or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or result in the creation or imposition of, or give rise to, any lien, charge, restriction, claim, encumbrance or adverse penalty of any nature whatsoever pursuant to any such agreement or other instrument.

4. Additional Shares. In the event that subsequent to the date of this Agreement any shares or other securities are issued on, or in exchange for, any shares of Common Stock by reason of any stock dividend, stock split, consolidation of shares, reclassification or consolidation involving the Company, such shares or securities shall be deemed to be shares of Common Stock for all purposes of this Agreement.

5. Termination. This Agreement shall terminate on the date the number of shares of Common Stock Beneficially Owned (but specifically excluding any shares Beneficially Owned by the Seaberg/Cray Shareholders) by the Shareholders (or their Related Party Transferees), in the aggregate, is less than the number of Minimum Shares.

6. **[Reserved**.]

7. Miscellaneous.

(a) Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and e-mailed, mailed, or delivered to each party as follows: (x) if to a Shareholder or a Seaberg/Cray Shareholder, at the address set forth on the signature pages hereto, or at such other address or e-mail address as such Shareholder or Seaberg/Cray Shareholder shall have furnished to the parties hereto in writing with copies to (in the event of any communication to a Shareholder) Bryan Cave Leighton Paisner LLP at the address set forth in the Merger Agreement, or (y) if to the Company, at the

address set forth on the signature pages hereto, or at such other address or e-mail address as the Company shall have furnished to the Shareholders or Seaberg/Cray Shareholders in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by e-mail (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or five days after being deposited in the mail, first class with postage prepaid. With respect to any notice given by the Company under any provision of any applicable laws or the Company's Articles of Incorporation, each Shareholder or Seaberg/Cray Shareholder agrees that such notice may be given by electronic mail. Any party from time to time may change its address, email address or other information for the purpose of notices to that party by giving notice specifying such change to the other parties hereto.

(b) Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party, other than by the Shareholders to a Related Party Transferee that expressly agrees in writing to be bound by the terms and provision of this Agreement.

(c) Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement, including all claims (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by and construed in accordance with the laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Kansas.

(d) Jurisdiction and Venue; Prevailing Parties . Any cause of action relating to, arising out of, or based upon this Agreement including, without limitation, any breach hereof (each, a "Proceeding"), shall be brought or otherwise commenced in the state courts of the State of Kansas located in Johnson County, Kansas (and if jurisdiction in the applicable Kansas court shall be unavailable, the federal courts of the U.S. sitting in Kansas), and each Party irrevocably and unconditionally, for itself and its property, hereby submits to the exclusive jurisdiction of such court in connection with any such Proceeding. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, (a) any objection which it may now or hereafter have to the laying of venue of any such Proceeding in such court and (b) the defense that any Proceeding brought in such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process in any such Proceeding brought under this Section.

(e) Waiver of Jury Trial. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY, IN EACH CASE WHETHER NOW

EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

(f) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(g) Further Assurances. Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and so all such other acts and things as may be necessary to more fully effectuate this Agreement.

(h) Entire Agreement. This Agreement and the Articles of Incorporation, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings of the Parties.

(i) Amendment. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by (i) the Company, (ii) the Shareholders holding at least the majority of shares of Common Stock Beneficially Owned by the Shareholders and (iii) each Seaberg/Cray Shareholder.

(j) No Waiver. The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted parties hereunder are cumulative and will not constitute a waiver of any party's right to assert any other legal remedy available to it.

(k) Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic mail in portable document format (.pdf) or by any other electronic means (including, without limitation, DocuSign and AdobeSign) intended to preserve the original graphic and pictorial appearance of a document shall be deemed originals for purposes of this Agreement. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

(m) No Third-Party Beneficiaries. This Agreement is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies.

(n) Remedies. In the event of a breach by any party to this Agreement of its obligations under this Agreement, any party injured by such breach, in addition to being entitled to exercise all rights granted by law, including recovery of damages and costs (including reasonable attorneys' fees), will be entitled to specific performance of its rights under this Agreement. The parties agree that the provisions of this Agreement shall be specifically enforceable, it being agreed by the parties that the remedy at law, including monetary damages, for breach of any such provision will be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**MGP INGREDIENTS, INC.**

By: /s/ David J. Colo
Name: David J. Colo
Title: President and Chief Executive Officer

Address: 100 Commercial Street, P.O. Box 130
Atchison, KS 66002
Attn: General Counsel
Email. Legal@mgpingredients.com

[*Signature Page to Shareholders' Agreement*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Luxco 2017 Irrevocable Trust**:

By: /s/ Donn S. Lux
DONN S. LUX, Investment Trustee of the
LUXCO 2017 IRREVOCABLE TRUST
DATED JUNE 19, 2017

Address: **********
**********

[*Signature Page to Shareholders' Agreement*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Lux Children Irrevocable Trust**:

By: /s/ Leslie P. Lux
LESLIE P. LUX, Co-Trustee of the LUX CHILDREN IRREVOCABLE TRUST DATED MAY 24, 2012

By: /s/ Donn S. Lux
DONN S. LUX, Co-Trustee of the LUX CHILDREN IRREVOCABLE TRUST DATED MAY 24, 2012

Address: **********
**********

[*Signature Page to Shareholders' Agreement*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Ann S. Lux 2005 Irrevocable Trust FBO Donn S. Lux**:

By: /s/ Donn S. Lux
DONN S. LUX, Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO DONN S. LUX DATED SEPTEMBER 16, 2005

Address: **********
**********

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Ann S. Lux 2005 Irrevocable Trust FBO Paul S. Lux**:

By: /s/ Donn S. Lux
DONN S. LUX, Family Assets Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO PAUL S. LUX DATED SEPTEMBER 16, 2005

Address: **********
**********

[*Signature Page to Shareholders' Agreement*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Ann S. Lux 2005 Irrevocable Trust FBO Caroline Lux Kaplan**:

By: /s/ Donn S. Lux
DONN S. LUX, Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO CAROLINE LUX KAPLAN DATED SEPTEMBER 16, 2005

Address: **********
**********

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Ann S. Lux 2005 Irrevocable Trust FBO Catherine N. Lux**:

By: /s/ Catherine N. Lux
CATHERINE N. LUX, Co-Trustee of the
ANN S. LUX 2005 IRREVOCABLE TRUST FBO CATHERINE N. LUX DATED SEPTEMBER 16, 2005

By: PANDOTREE TRUST COMPANY, LLC, Co-Trustee

By: /s/ Alyssa M. Rosendahl
Name: Alyssa M. Rosendahl
Title: Trust Officer

Address: 212 S. Main Avenue, Suite 145
Sioux Falls, South Dakaota 57104

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Andrew Broddon Lux Luxco Irrevocable Trust**:

By: /s/ Paul S. Lux
PAUL S. LUX, Co-Trustee of the ANDREW BRODDON LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

By: /s/ Michele B. Lux
MICHELE B. LUX, Co-Trustee of the ANDREW BRODDON LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

By: /s/ Christopher E. Erblich
CHRISTOPHER E. ERBLICH, Co-Trustee of the ANDREW BRODDON LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

Address: **********
**********

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Philip Donn Lux Luxco Irrevocable Trust**:

By: /s/ Paul S. Lux
PAUL S. LUX, Co-Trustee of the PHILIP DONN LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

By: /s/ Michele B. Lux
MICHELE B. LUX, Co-Trustee of the PHILIP DONN LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

By: /s/ Christopher E. Erblich
CHRISTOPHER E. ERBLICH, Co-Trustee of the PHILIP DONN LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

Address: **********
**********

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Caroline L. Kaplan Revocable Trust**:

By: /s/ Caroline L. Kaplan
CAROLINE L. KAPLAN, Trustee of the CAROLINE L. KAPLAN REVOCABLE TRUST DATED DECEMBER 16, 2009

Address: **********
**********

[*Signature Page to Shareholders' Agreement*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**CNL 2013 Irrevocable Trust**:

By: /s/ Catherine N. Lux
CATHERINE N. LUX, Co-Trustee of the CNL IRREVOCABLE TRUST DATED APRIL 2, 2013

By: PANDOTREE TRUST COMPANY, LLC, Co-Trustee

By: /s/ Alyssa M. Rosendahl
Name: Alyssa M. Rosendahl
Title: Trust Officer

Address: **********
**********

[*Signature Page to Shareholders' Agreement*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Shareholder**

**Ann S. Lux 2005 Irrevocable Trust FBO Donn S. Lux QSST LRD**:

By: /s/ Donn S. Lux
DONN S. LUX, Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO DONN S. LUX QSST LRD DATED SEPTEMBER 16, 2005

Address: **********
**********

[*Signature Page to Shareholders' Agreement*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**Seaberg/Cray Shareholders**

/s/ Karen Seaberg
Name: Karen Seaberg

Address: **********
**********

/s/ Lori Mingus
Name: Lori Mingus
Address: **********
**********

[*Signature Page to Shareholders' Agreement*]

## Schedule A

### Shares of Common Stock Beneficially Owned by Each Shareholder

| Shareholder | Shares |
|---|---|
| Luxco 2017 Irrevocable Trust dated June 19, 2017 | 1,763,286 |
| Ann S. Lux 2005 Irrevocable Trust FBO Donn S. Lux dated September 16, 2005 | 771,476 |
| Ann S. Lux 2005 Irrevocable Trust FBO Donn S. Lux QSST LRD dated September 16, 2005 | 152,763 |
| Andrew Broddon Lux Luxco Irrevocable Trust dated July 30, 2012 | 183,635 |
| Philip Donn Lux Luxco Irrevocable Trust dated July 30, 2012 | 183,635 |
| Caroline L. Kaplan Revocable Trust dated December 16, 2009 | 27,724 |
| Ann S. Lux 2005 Irrevocable Trust FBO Caroline Lux Kaplan dated September 16, 2005 | 623,287 |
| Ann S. Lux 2005 Irrevocable Trust FBO Catherine N. Lux dated September 16, 2005 | 623,287 |
| CNL 2013 Irrevocable Trust dated April 2, 2013 | 27,724 |
| Ann S. Lux 2005 Irrevocable Trust FBO Paul S. Lux dated September 16, 2005 | 623,287 |
| Lux Children Irrevocable Trust dated May 24, 2012 | 27,724 |
| **Total** | **5,007,828** |

**Schedule B**

**Seaberg/Cray Shareholders**

| Name | Common Stock Held of Record | Common Stock Beneficially Owned* |
|---|---|---|
| Karen Seaberg | 607 | 3,249,464 |
| Lori Mingus | 1,962 | 547,028 |

* Includes for both Karen Seaberg and Lori Mingus 469,868 shares of Common Stock for which Karen Seaberg and Lori Mingus share beneficial ownership.

# REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

MGP Ingredients, Inc.

AND

The Holders that are Signatories

Dated as of April 1, 2021

**TABLE OF CONTENTS**

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (the " **Agreement**") is entered into as of April 1, 2021, by and among MGP Ingredients, Inc., a Kansas corporation (the "**Company**"), and the Shareholders that are a party hereto (the "**Shareholders**" and each, a "**Shareholder**"). Capitalized terms used but not defined elsewhere herein are defined in Exhibit A.

**WHEREAS**, pursuant to an Agreement and Plan of Merger (the " **Merger Agreement**") dated as of January 22, 2021, London HoldCo, Inc., a Delaware corporation, concurrently herewith has been merged (the "**Merger**") with and into the Company with the Company as the surviving entity in the Merger.

**WHEREAS**, as a result of the Merger, as of date of this Agreement, the Shareholders collectively own 5,007,828 shares of the currently outstanding shares of common stock of Company ("**Common Stock"**), and the number of Shares of Common Stock owned by each Shareholder is set forth on the Schedule of Shareholders;

**WHEREAS**, resales by the Shareholders of Common Stock may be required to be registered under the Securities Act; and

**WHEREAS**, the parties desire to enter into this Agreement to provide each Shareholder with certain rights relating to the registration of the Common Stock that Shareholder acquired in accordance with the Merger Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
RESALE SHELF REGISTRATION

Section 1.1. Resale Shelf Registration Statement. Subject to the other applicable provisions of this Agreement, the Company shall use its commercially reasonable efforts to file, within 20 business days after the earlier of the due date or the filing date of the Current Report of the Form 8-K/A containing the audited financial statements for the business acquired pursuant to the Merger Agreement for the years ended December 31, 2020 and 2019 and related pro forma financial information, a registration statement covering the resale or distribution from time to time by the Holders in accordance with any reasonable method of distribution elected by the Holders, on a delayed or continuous basis, at the election of such Holders, pursuant to Rule 415 of the Securities Act of all of the Registrable Securities on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, then such registration shall be on another appropriate form and shall provide for the registration of such Registrable Securities for resale by such Holders in accordance with any reasonable method of distribution elected by the Holders) (the "**Resale Shelf Registration Statement**" and such registration, the "**Resale Shelf Registration**"), and if the Company is a WKSI as of the filing date, the Resale Shelf Registration Statement shall be an Automatic Shelf Registration Statement. If the Resale Shelf Registration Statement is not an Automatic Shelf Registration Statement, then the Company shall use its commercially reasonable efforts to cause such Resale Shelf Registration Statement to be declared effective by the Commission as promptly as practicable after the filing thereof.

Section 1.2. Effectiveness Period. Once declared effective, the Company shall, subject to the other applicable provisions of this Agreement, use its commercially reasonable efforts to cause the Resale Shelf Registration Statement, together with the Subsequent Shelf Registration Statement (as defined below), to be continuously effective and usable until the earlier of (i) six years after the date hereof and (ii) such time as there are no longer any Registrable Securities (the "**Effectiveness Period**").

Section 1.3. Subsequent Shelf Registration. If any Shelf Registration ceases to be effective under the Securities Act for any reason during the Effectiveness Period (other than pursuant to Rule 415(a)(5)), the Company shall use its commercially reasonable efforts to promptly cause such Shelf Registration to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf Registration), and in any event shall use commercially reasonable efforts to amend such Shelf Registration in a manner reasonably expected to obtain the withdrawal of any order suspending the effectiveness of such Shelf Registration. The Company shall use its commercially reasonable efforts to file prior to the expiration of the Resale Shelf Registration Statement an additional registration statement (a "**Subsequent Shelf Registration Statement**" and together with the Resale Shelf Registration Statement, the " **Shelf Registration Statements;**" such registration, a "**Subsequent Shelf Registration;**" and such Subsequent Shelf Registration, together with a Resale Shelf Registration, a " **Shelf Registration**") covering the resale or distribution from time to time by the Holders in accordance with any reasonable method of distribution elected by the Holders, on a delayed or continuous basis, at the election of such Holders, pursuant to Rule 415 of the Securities Act of all Registrable Securities as of the time of such filing. When a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (a) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after such filing so that at least one of such Registration Statements shall be effective during and usable during the entire Effectiveness Period without interruption, and (b) keep such Subsequent Shelf Registration (or another Subsequent Shelf Registration) continuously effective until the end of the Effectiveness Period. Any such Subsequent Shelf Registration shall be a Registration Statement on Form S-3 to the extent that the Company is eligible to use such form, and if the Company is a WKSI as of the filing date, such Registration Statement shall be an Automatic Shelf Registration Statement. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form and shall provide for the registration of such Registrable Securities for resale by such Holders in accordance with any reasonable method of distribution elected by the Holders.

Section 1.4. Supplements and Amendments. The Company shall supplement and amend any Shelf Registration if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration if required by the Securities Act or as reasonably requested by the Holders covered by such Shelf Registration. A Shelf Registration shall not cover the sale or distribution of securities other than Registrable Securities owned by the Holders without the prior written consent of the Holders of a majority of the Registrable Securities then outstanding. For the avoidance of doubt, the foregoing sentence shall not restrict the Company from undertaking a primary offering of debt or equity securities on Form S-3 that is not a Shelf Registration; provided, that the Company shall not undertake a primary offering of equity securities until the expiration of the lockup period, if any, applicable to the Company in the underwriting agreement for an Underwritten Offering pursuant to a Shelf Notice (as defined below).

Section 1.5. Subsequent Holder Notice. If a Person becomes a Holder of Registrable Securities after a Shelf Registration becomes effective under the Securities Act, the Company shall, as promptly as is reasonably practicable following delivery of written notice to the Company of such Person

becoming a Holder and requesting for its name to be included as a selling securityholder in the prospectus related to the Shelf Registration (a "**Subsequent Holder Notice**"):

(a) if required and permitted by applicable law, as promptly as is reasonably practicable following delivery of the Subsequent Holder Notice file with the Commission a supplement to the related prospectus or a post-effective amendment to the Shelf Registration Statement so that such Holder is named as a selling securityholder in the Shelf Registration Statement and the related prospectus in such a manner as to permit such Holder to deliver a prospectus to purchasers of the Registrable Securities in accordance with and to the extent required by applicable law, provided, however, that the Company shall not be required to file more than one post-effective amendment or a supplement to the related prospectus for such purpose in any forty-five (45)-day period;

(b) if, pursuant to Section 1.5(a), the Company shall have filed a post-effective amendment to the Shelf Registration Statement that is not automatically effective, use its commercially reasonable efforts to cause such post-effective amendment to become effective under the Securities Act as promptly as is reasonably practicable; and

(c) notify such Holder as promptly as is reasonably practicable after the effectiveness under the Securities Act of any post-effective amendment filed pursuant to Section 1.5(a).

Section 1.6. Underwritten Offering. The Holders of a majority of the Registrable Securities may on up to three (3) occasions during the Effectiveness Period deliver a written notice to the Company specifying that the sale of some or all of the Registrable Securities subject to the Shelf Registration is intended to be conducted through an underwritten offering (the "**Shelf Notice**"), so long as (i) the anticipated gross proceeds of such underwritten offering, based on the closing stock price on the Business Day prior to the date of the request, is not less than twenty-five million dollars ($25,000,000) (unless the Holders are proposing to sell all of their remaining Registerable Securities), without regard to any underwriting discount or commission, and (ii) the Company shall not be required to enter into an underwriting agreement as a result of a Shelf Notice within twelve (12) months of the date of pricing of a previous underwritten offering by the Holders (the "**Underwritten Offering**"). In the event of an Underwritten Offering:

(a) The Holders shall select the managing underwriter or underwriters to administer the Underwritten Offering, which underwriter or underwriters shall be reasonably acceptable to the Company.

(b) Notwithstanding any other provision of this Section 1.6, if the managing underwriter or underwriters of a proposed Underwritten Offering advises the Board that in its or their opinion the number of Registrable Securities requested to be included in such Underwritten Offering exceeds the number which can be sold in such Underwritten Offering in light of market conditions, the Registrable Securities shall be included on a pro rata basis upon the number of securities that each Holder shall have requested to be included in such offering. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the managing underwriter or underwriters.

(c) In the event that the disposition of at least 50% of the Registrable Securities requested to be included in such Underwritten Offering is not consummated (an "**Incomplete Underwritten Offering**"), the related Shelf Notice shall be disregarded and not be counted as one of the three such notices provided under this Section 1.6.

Section 1.7. Take-Down Notice. Subject to the other applicable provisions of this Agreement, at any time that any Shelf Registration Statement is effective, if a Holder delivers a notice to the Company (a "**Take-Down Notice**") stating that it intends to effect a sale or distribution of all or part of its Registrable Securities included by it on any Shelf Registration Statement (a "**Shelf Offering**") and stating the number of Registrable Securities to be included in such Shelf Offering, then, subject to the other applicable provisions of this Agreement, the Company shall as promptly as is reasonably practicable (and in any event within thirty (30) days following delivery of the Take-Down Notice to the Company) (i) amend or supplement the Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be sold and distributed pursuant to the Shelf Offering and (ii) instruct the transfer agent to remove any restrictive legend or stop order applicable to the Registrable Securities.

## ARTICLE II
## ADDITIONAL PROVISIONS REGARDING REGISTRATION RIGHTS

Section 2.1. Registration Procedures. In the case of each registration effected by the Company pursuant to Article I, the Company will keep each Holder participating in such Registration reasonably informed as to the status thereof and, at its expense, the Company will:

(a) prepare and file with the Commission a registration statement with respect to such securities in accordance with the applicable provisions of this Agreement, including such information as the Holders may reasonably request, including in order to permit the intended method of distribution of such securities;

(b) as promptly as is reasonably practicable (and in any event within thirty (30) days following delivery of the Take-Down Notice to the Company) prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement (including to permit the intended method of distribution thereof), including any Underwritten Offering, and as may be necessary to keep the registration statement continuously effective for the period set forth in this Agreement, including any amendments or supplements as may be necessary so that any statements in such registration statement will not be untrue or misleading and that any statements in any prospectus will not, in light of the circumstances under which they are made not be untrue or misleading;

(c) furnish to the Holders participating in such registration and to their counsel copies of any registration statement or prospectus proposed to be filed, and provide such Holders and their counsel the reasonable opportunity to review and comment on such documents;

(d) furnish to the Holders participating in such registration and to the underwriters of the securities being registered, without charge, such reasonable number of copies of the registration statement and any prospectus as the Holders or such underwriters may reasonably request in order to facilitate the public offering of such securities, and upon request, a copy of any and all transmittal letters or other correspondence to or received from, the Commission or any other governmental authority relating to such offer;

(e) use its commercially reasonable efforts to notify each Holder of Registrable Securities covered by such registration statement (i) as promptly as practicable at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the Company's

knowledge of the existence of any fact or happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing, and, subject to Section 2.1(m), at the request of any such Holder, prepare promptly and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchaser of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing; (ii) as promptly as practicable after the Company becomes aware of any request by the Commission or any federal or state governmental authority for amendments or supplements to a registration statement or related prospectus covering Registrable Securities or for additional information relating thereto; (iii) as promptly as practicable after the Company becomes aware of the issuance or threatened issuance by the Commission of any stop order suspending or threatening to suspend the effectiveness of a registration statement covering the Registrable Securities; or (iv) as promptly as practicable after the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any Registrable Security for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any registration statement or prospectus or suspending any such qualification or exemption, to use promptly its commercially reasonable efforts to obtain its withdrawal;

(f) use its commercially reasonable efforts to (i) register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions in the United States as shall be reasonably requested by the Holders and in such other jurisdictions as the Company and the Holders may mutually agree, (ii) keep such registration, qualification or exemption in effect for so long as such registration statement remains in effect and (iii) do any and all other acts and things which may be reasonably necessary or advisable to enable the Holders to consummate the disposition in such jurisdictions of the Registrable Securities owned by Holders; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(g) use its commercially reasonable efforts to make, within the deadlines specified under the Securities Act, all required filings of all prospectuses with the Commission and make all required filing fee payments in respect of any registration statement or prospectus used under this Agreement (and any offering covered thereby);

(h) in the case of an Underwritten Offering, enter into an underwriting agreement in customary form, including lock-up covenants, and reasonably satisfactory to the Company and perform its obligations thereunder;

(i) in connection with an Underwritten Offering, cause its officers to support and participate in commercially reasonable marketing of the Registrable Securities covered by such offering (including participation in “road shows” and other informational meetings or other similar marketing efforts);

(j) in the case of an Underwritten Offering, use its commercially reasonable efforts (i) to cause its counsel to deliver opinions as to legal matters and a negative assurance letter with respect to disclosure matters, dated as of each closing date of such offering, addressed to the underwriters, covering such matters with respect to the registration in respect of which such opinion and letter are being

delivered as the underwriters may reasonably request and are customarily included in such opinions and negative assurance letters; and (ii) to cause its independent public accountants to deliver a "comfort" letter or letters, dated as of such date or dates as the underwriters reasonably request, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to and reasonably acceptable to the underwriters;

(k) use its commercially reasonable efforts to list the Registrable Securities covered by such registration statement on the Nasdaq Global Select Market or such other securities exchange on which the Common Stock is then listed;

(l) make available upon reasonable notice at reasonable times and for reasonable periods for inspection by each Holder included in any registration, by any lead underwriter or underwriters participating in any disposition to be effected pursuant to such registration statement, and by any attorney, accountant or other agent retained by any Holder included in such registration or any lead underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and use its commercially reasonable efforts to cause all of the Company's officers, directors and employees and the independent public accountants who have certified the Company's financial statements to make themselves reasonably available to discuss the business, affairs and prospects, including financial statements, of the Company and to supply all information reasonably requested by any such Holders, lead underwriters, attorneys, accountants or agents in connection with such registration statement as shall be necessary to enable them to exercise their due diligence responsibility;

(m) notwithstanding any other provision of this Agreement, if the Board has determined in good faith, after consultation with counsel, that the disclosure necessary for continued use of the prospectus and registration statement by the Holders would be materially detrimental to the Company, the Company shall have the right not to file or not to cause the effectiveness of any registration covering any Registrable Securities and to suspend the use of the prospectus and the registration statement covering any Registrable Security for such period of time, which shall not exceed sixty (60) days in the aggregate, as its use would be materially detrimental to the Company by delivering written notice of such suspension to all Holders listed on the Company's records; provided, however, that in any 12-month period the Company may exercise the right to such suspension not more than once. From and after the date of a notice of suspension under this Section 2.1(m), each Holder agrees not to use the prospectus or registration statement until the earlier of (i) notice from the Company that such suspension has been lifted or (ii) the day following the sixtieth (60) day of the suspension within any 12-month period; and

(n) otherwise use its commercially reasonable efforts to take all other steps necessary or appropriate to effect the registration of such Registrable Securities contemplated hereby.

Section 2.2. Limitation on Subsequent Registration Rights. From and after the date hereof, the Company shall not enter into any agreement granting any holder or prospective holder of any securities of the Company registration rights with respect to such securities that conflict or are inconsistent with the rights granted to the Holders herein, without the prior written consent of Holders of a majority of the Registrable Securities.

Section 2.3. Expenses of Registration. All Registration Expenses incurred in connection with any registration pursuant to Article I shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of the Holders shall be borne by the Holders of the registered securities included in such registration. Notwithstanding anything to the contrary contained in this Agreement, if

there are one or more Incomplete Underwritten Offerings and the Holders elect to undertake one or more Additional Underwritten Offerings (as defined below), the Company shall bear one-half of the Registration Expenses for such Additional Underwritten Offerings but not, in the aggregate for all such Additional Underwritten Offerings, in excess of the Cap (as defined below) and the participating Holders agree severally, and not jointly, to collectively reimburse the Company in the aggregate for the remaining Registration Expenses, such costs to be borne by the participating Holders on a proportionate basis according to the number of securities included by such Holders in such Additional Underwritten Offerings. An "**Additional Underwritten Offering**" shall mean any proposed Underwritten Offering after the first three such Underwritten Offerings (including any Incomplete Underwritten Offerings that have been disregarded as provided in Section 1.6(c)). The "**Cap**" shall mean the average of the aggregate Registration Expenses for the first three Underwritten Offerings (including any Incomplete Underwritten Offerings that have been disregarded as provided in Section 1.6(c)), which shall represent an aggregate cap on Registration Expenses borne by the Company in connection with all Additional Underwritten Offerings.

Section 2.4. Information by Holders. The Holder or Holders of Registrable Securities included in any registration shall furnish to the Company such information regarding such Holder or Holders, the Registrable Securities held by them and the distribution proposed by such Holder or Holders as the Company may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance referred to in this Agreement. It is understood and agreed that the obligations of the Company under Article I are conditioned on the timely provision of the foregoing information by such Holder or Holders and, without limitation of the foregoing, will be conditioned on compliance by such Holder or Holders with the following:

(a) such Holder or Holders will cooperate with the Company in connection with the preparation of the applicable registration statement, and for so long as the Company is obligated to keep such registration statement effective, such Holder or Holders will provide to the Company, in writing and in a timely manner, for use in such registration statement (and expressly identified in writing as such), all information regarding themselves and such other information as is required by applicable law to enable the Company to prepare such registration statement and the related prospectus covering the applicable Registrable Securities owned by such Holder or Holders and to maintain the currency and effectiveness thereof;

(b) during such time as such Holder or Holders and their respective affiliated purchasers (as defined in Rule 100 under the Exchange Act) may be engaged in a distribution of the Registrable Securities, such Holder or Holders will, and they will cause their affiliated purchasers to, comply with all laws applicable to such distribution, including Regulation M promulgated under the Exchange Act, and, to the extent required by such laws, will, and will cause their affiliated purchasers to, among other things: (i) not engage in any stabilization activity in connection with the securities of the Company in contravention of such laws; (ii) distribute the Registrable Securities acquired by it solely in the manner described in the applicable registration statement; and (iii) if required by applicable law, cause to be furnished to each agent or broker- dealer to or through whom such Registrable Securities may be offered, or to the offeree if an offer is made directly by such Holder or Holders or their respective affiliated purchasers, such copies of the applicable prospectus as may be required by such agent, broker-dealer or offeree;

(c) such Holder or Holders shall permit the Company and its representatives and agents to examine such documents and records and will supply in a timely manner any information the

Company or such representatives or agents may reasonably request be provided in connection with the offering or other distribution of Registrable Securities by such Holder or Holders; and

(d) on receipt of written notice from the Company of the happening of any of the events specified in Section 2.1(e) or (m), or that requires the suspension by such Holder or Holders of the distribution of any of the Registrable Securities owned by such Holder or Holders, then such Holders shall cease offering or distributing the Registrable Securities owned by such Holder or Holders until the offering and distribution of the Registrable Securities owned by such Holder or Holders may recommence in accordance with the terms hereof and applicable law.

Section 2.5. Rule 144 Reporting. With a view to making available the benefits of Rule 144 to the Holders, the Company agrees that, for so long as a Holder owns Registrable Securities, the Company will use its commercially reasonable efforts to:

(a) make and keep adequate public information available, as those terms are understood and defined in Rule 144;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Exchange Act; and

(c) so long as a Holder owns any Restricted Securities, furnish to such Holder forthwith upon written request a written certification by the Company as to its compliance with the reporting requirements of the Exchange Act and the information requirements of Rule 144.

If at any time the Company is not subject to the reporting requirements of the Exchange Act, it will make available other information as required by, and so long as necessary to permit sales of Registrable Securities pursuant to, Rule 144.

Section 2.6. "Market Stand-Off" Agreement. In connection with any Underwritten Offering or underwritten primary offering of Common Stock (or other securities convertible into Common Stock) for cash by the Company, if reasonably requested by the underwriters managing such offering, the Holders shall, subject to reasonable and customary exceptions, agree with the underwriters managing such offering not to sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to, any Common Stock (or other securities convertible into Common Stock) held by the Holders (other than those included in the registration) for a period specified by the underwriters managing such offering not to exceed seven (7) days prior and ninety (90) days following the pricing of such offering (the "**Holdback Period**"); provided, such Holdback Period is applicable on substantially similar terms to the executive officers and directors of the Company. The Holders agree to execute a customary "lock-up" agreement in favor of such underwriters to such effect, subject to reasonable and customary exceptions, and other exceptions as may be agreed by the Holders and the underwriters that are reasonably acceptable to the Company, on substantially similar terms to the executive officers and directors of the Company.

Section 2.7. Insider Trading Policy. For so long as the Board includes, or an executive officer of the Company is, one or more of a trustee, director, officer, manager, managing member or general partner of, or a director, officer or manager of a managing member or general partner of, a Holder, such Holder shall comply with the Company's insider trading policy, including by not trading in the Company's securities during any "black-out" or "closed window" imposed thereunder; provided, that this obligation shall not apply to any Underwritten Offering. Any other Holders shall not be subject to such insider trading policy, including with respect to a transaction pursuant to a registration statement or prospectus;

provided, however, the Company may utilize any blackout rights pursuant to Section 2.1(m) of this Agreement."

ARTICLE III
INDEMNIFICATION

Section 3.1. Indemnification by Company. To the fullest extent permitted by applicable law, the Company agrees to defend, indemnify and hold harmless each Holder, the trustees, beneficiaries, officers, directors, partners, members and Affiliates of each of them, and each Person controlling such Holder within the meaning of the Securities Act or the Exchange Act (collectively, the "**Company Indemnified Parties**"), from and against all losses, claims, damages, liabilities, costs and expenses, or any action, suit or proceeding in respect thereof (including any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, suit or proceeding, whether or not the indemnified party is a party to any proceeding) (each, a "**Liability**" and collectively, "**Liabilities**") to which any of them may become subject, that arise out of or are based upon (i) any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement or prospectus, (ii) any omission (or alleged omission) to state in any registration statement or prospectus, a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made), not misleading, or (iii) any violation by the Company of the Securities Act, Exchange Act or state securities laws applicable to the Company in connection with any such registration; and the Company will reimburse each of the Company Indemnified Parties for any reasonable legal and any other expenses reasonably incurred in connection with investigating, preparing or defending any such Liability as such expenses are incurred. The Company shall not be liable to a Holder in any such case for any such Liability to the extent that it arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission contained in the registration statement or prospectus in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by or on behalf of such Holder. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of a Company Indemnified Party, shall survive the transfer of the Registrable Securities by the Holders, and shall be in addition to any liability which the Company may otherwise have.

Section 3.2. Indemnification by Holders. In connection with any offering in which a Holder is participating pursuant to Article II hereof, to the fullest extent permitted by applicable law, such Holder, by exercising its registration rights under this Agreement, agrees, severally and not jointly, to defend, indemnify and hold harmless the Company, each of its directors, officers and Affiliates, each Person who controls the Company within the meaning of the Securities Act or the Exchange Act, and each other Holder and each Person controlling such Holder within the meaning of the Securities Act or the Exchange Act (collectively, the "**Holder Indemnified Parties**"), from and against all Liabilities to which any of them may become subject, that arise out of or are based upon (i) any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement or prospectus or (ii) any omission (or alleged omission) to state in any registration statement or prospectus, a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made), not misleading, but only to the extent that Liabilities arise out of or are based on a statement or alleged statement or omission or alleged omission in such registration statement or prospectus that was made in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein; and such Holder will reimburse each of the Holder Indemnified Parties for any reasonable legal and any other expenses reasonably incurred in connection with investigating, preparing or defending any such Liability

as such expenses are incurred; provided, however, that in no event shall any indemnity under this Section 3.2 payable by a Holder exceed the amount by which the net proceeds (after deducting underwriting discounts and commissions) actually received by such Holder from the sale of Registrable Securities included in such registration subject to the Proceedings exceeds the amount of any other Liabilities that such Holder has been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of a Holder Indemnified Party, shall survive the transfer of the Registrable Securities by the Holders, and shall be in addition to any liability which the Holder may otherwise have.

Section 3.3. Notification. Each party entitled to indemnification under this Article III (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim or the commencement of any action, suit, proceeding or investigation or threat thereof, including a deposition (any such claim, action, suit, proceeding or investigation, a "**Proceeding**"), as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such Proceeding resulting therefrom; provided, however, that counsel for the Indemnifying Party, who shall conduct the defense of such Proceeding, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld or delayed); provided, further, that an Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the reasonable and documented fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and either (x) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there are one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In the case of clause (2) or (3) above, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the reasonably incurred and documented out-of-pocket fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties and all such reasonably incurred and documented out-of-pocket fees and expenses shall be promptly reimbursed as incurred.

The failure of any Indemnified Party to give notice as provided herein shall relieve the Indemnifying Party of its obligations under Sections 3.1 or 3.2, only to the extent that, the failure to give such notice is materially prejudicial or harmful to an Indemnifying Party's ability to defend such action; provided, that such failure shall not relieve the Indemnifying Party from any liability which it may otherwise have to an Indemnified Party.

No Indemnifying Party, in the defense of any such Proceeding, shall, except with the prior written consent of each Indemnified Party (which consent shall not be unreasonably withheld or delayed), consent to entry of any judgment or enter into any settlement (i) which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability arising out of such Proceeding or (ii) which includes a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Party. The indemnity agreements contained in this Article III shall not apply to amounts paid in settlement of any Liability or Proceeding if such settlement is effected without the prior written consent of the Indemnifying Party, which consent shall not be

unreasonably withheld or delayed. The indemnification set forth in this Article III shall be in addition to any other indemnification rights or agreements that an Indemnified Party may have.

Section 3.4. Contribution. If the indemnification provided for in this Article III from an Indemnifying Party is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless with respect to any Liability, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and the Indemnified Party on the other in connection with the Proceedings that resulted in such Liabilities, as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by or relates to information supplied by the Indemnifying Party or by the Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in this Article III, any documented out-of-pocket legal or other fees, charges or expenses reasonably incurred by such party in connection with any Proceeding; provided, that in no event shall any Holder's contribution obligation under this Section 3.4 exceed the amount by which the net proceeds (after deducting underwriting discounts and commissions) actually received by such Holder from the sale of Registrable Securities include in the registration exceeds the amount of any other Liabilities that such Holder has been required to pay under this Article III or otherwise.

The Company and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 3.4 were based solely upon pro rata allocation or by any other method of allocation which does not take account the equitable considerations referred to above in this Section 3.4 (it being understood that, as between Holder Indemnifying Parties with no or the same level of relative fault, contribution pro rata based on holdings of Registrable Securities included in the relevant offering will be presumed to be just and equitable). No Person guilty of fraudulent misrepresentation (within the meaning of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

## ARTICLE IV
## TRANSFER AND TERMINATION OF REGISTRATION RIGHTS

Section 4.1. Transfer of Registration Rights. The rights of a Holder under this Agreement may be assigned to any Permitted Transferee.

Section 4.2. Termination of Registration Rights. The rights of any particular Holder to cause the Company to register securities under Article I shall terminate with respect to such Holder upon the date upon which such Holder no longer holds any Registrable Securities. This Agreement shall terminate upon expiration of the Effectiveness Period. The provisions of Section 2.1, Section 2.3 and Article III shall survive the termination of this Agreement.

## ARTICLE V
## MISCELLANEOUS.

Section 5.1. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. For purposes of this Agreement, facsimile signatures or signatures by other electronic form of transfer (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law, e.g., www.docusign.com) will be deemed originals and deemed to have been duly and validly delivered and be valid and as effective as delivery of a manually executed counterpart hereof, and the parties agree to exchange original signatures as promptly as possible.

Section 5.2. Governing Law; Waiver of Jury Trial.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the state of Kansas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Kansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Kansas.

(b) Any cause of action relating to, arising out of, or based upon this Agreement including any breach hereof (each, a " **Registration Rights Proceeding**"), shall be brought or otherwise commenced in the state courts of the State of Kansas located in Johnson County, Kansas (and if jurisdiction in the applicable Kansas court shall be unavailable, the federal courts of the U.S. sitting in Kansas), and each Party irrevocably and unconditionally, for itself and its property, hereby submits to the exclusive jurisdiction of such court in connection with any such Registration Rights Proceeding. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, (a) any objection which it may now or hereafter have to the laying of venue of any such Registration Rights Proceeding in such court and (b) the defense that any Registration Rights Proceeding brought in such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process in any such Proceeding Registration Rights brought under this Section.

(c) Waiver of Jury Trial. AS SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO PURSUANT TO THIS AGREEMENT OR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 5.3. Entire Agreement; No Third Party Beneficiary. This Agreement contains the entire agreement by and among the parties with respect to the subject matter hereof and all prior negotiations, writings and understandings relating to the subject matter of this Agreement. Except as provided in Article III, this Agreement is not intended to confer upon any Person not a party hereto (or their successors and permitted assigns) any rights or remedies hereunder.

Section 5.4. Expenses. Except as provided in Section 2.1, Section 2.3 or Article III, all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including accounting and legal fees shall be paid by the party incurring such expenses.

Section 5.5. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: if sent by registered or certified mail in the United States return receipt requested, upon receipt; if sent by nationally recognized overnight air courier, one (1) Business Day after mailing; (c) if sent by e-mail transmission, with a copy sent on the same day in the manner provided in this Section 5.5, when transmitted and receipt is confirmed; and (d) if otherwise actually personally delivered, when delivered, provided, that such notices, requests, claims, demands and other communications are delivered to the address set forth below, or to such other address as any party shall provide by like notice to the other parties to this Agreement:

If to the Company, to:

MGP Ingredients, Inc.

100 Commercial Street, P.O. Box 130
Atchison, KS 66002
Attention: General Counsel
Email: legal@mgpingredients.com
with a copy (which shall not constitute notice) to:

Stinson LLP

1201 Walnut Street, Suite 2900
Kansas City, MO 64106
Attention: Patrick Respeliers
Facsimile No.: 816.412.8174
Email: patrick.respeliers@stinson.com
If to the Shareholders, to:

Donn S. Lux
**********
**********
Email: **********

with a copy (which will not constitute notice) to:

Bryan Cave Leighton Paisner LLP
211 N. Broadway, Suite 3600
St. Louis, MO 63130
Attention: Stephanie M. Hosler
Michael A. Schwartz
Email: smhosler@bclplaw.com
michael.schwartz@bclplaw.com

Section 5.6. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as provided in Section 4.1, no assignment of this Agreement or of any rights or obligations hereunder may be made by any party hereto without the prior written consent of the other parties hereto. Any purported assignment or delegation in violation of this Agreement shall be null and void *ab initio*.

Section 5.7. Headings. The Section, Article and other headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

Section 5.8. Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Company and the Holders of a majority of the Registrable Securities outstanding at the time of such amendment. Any party hereto may, only by an instrument in writing, waive compliance by any other party or parties hereto with any term or provision hereof on the part of such other party or parties hereto to be performed or complied with. No failure or delay of any party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor will any single or partial exercise of any right, power, privilege or remedy, or any abandonment or discontinuance of steps to enforce such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The waiver by any party hereto of a breach of any term or provision hereof shall not be construed as a waiver of any subsequent breach. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder or provided by applicable law.

Section 5.9. Interpretation; Absence of Presumption.

(a) For the purposes hereof: (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (ii) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and paragraph references are to the Sections and paragraphs in this Agreement unless otherwise specified; (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified; (iv) the use of the words "or," "either" or "any" shall not be exclusive; (v) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; (vi) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (vii) a reference to any period of days shall be deemed to be to the relevant number of calendar days, unless otherwise specified; and (viii) any statute or rule defined or referred to herein means such statute or rule as from time to time amended, modified or supplemented, including by succession of comparable successor statutes or rules.

(b) With regard to each and every term and condition of this Agreement, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions hereof.

Section 5.10. Severability. Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof, provided, however, that the parties shall attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

Section 5.11. Enforcement. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically to recover damages caused by reason of any breach of

any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity

Section 5.12. Further Assurances. Each party shall use commercially reasonable efforts to execute all such further instruments and documents and take all such further action as any other party hereto may reasonably require in order to effectuate the terms and purposes of this Agreement.

*(The next page is the signature page)*

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first above written.

**MGP INGREDIENTS, INC.**

By: /s/ David J. Colo
Name: David J. Colo
Title: President and Chief Executive Officer

[Signature Page to Registration Rights Agreement]

**Luxco 2017 Irrevocable Trust**:

/s/ Donn S. Lux
DONN S. LUX, Investment Trustee of the
LUXCO 2017 IRREVOCABLE TRUST
DATED JUNE 19, 2017

**Ann S. Lux 2005 Irrevocable Trust FBO Donn S. Lux:**

/s/ Donn S. Lux
DONN S. LUX, Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO DONN S. LUX DATED
SEPTEMBER 16, 2005

**Ann S. Lux 2005 Irrevocable Trust FBO Donn S. Lux QSST LRD:**

/s/ Donn S. Lux
DONN S. LUX, Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO DONN S. LUX QSST LRD DATED SEPTEMBER 16, 2005

**Andrew Broddon Lux Luxco Irrevocable Trust**:

/s/ Paul S. Lux
PAUL S. LUX, Co-Trustee of the ANDREW BRODDON LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

/s/ Michele B. Lux
MICHELE B. LUX, Co-Trustee of the ANDREW BRODDON LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

/s/ Christopher E. Erblich
CHRISTOPHER E. ERBLICH, Co-Trustee
of the ANDREW BRODDON LUX LUXCO
IRREVOCABLE TRUST DATED JULY 30, 2012

**Philip Donn Lux Luxco Irrevocable Trust**:

/s/ Paul S. Lux
PAUL S. LUX, Co-Trustee of the PHILIP DONN LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

/s/ Michele B. Lux
MICHELE B. LUX, Co-Trustee of the PHILIP DONN LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

/s/ Christopher E. Erblich
CHRISTOPHER E. ERBLICH, Co-Trustee of the PHILIP DONN LUX LUXCO IRREVOCABLE TRUST DATED JULY 30, 2012

**Caroline L. Kaplan Revocable Trust:**

/s/ Caroline L. Kaplan
CAROLINE L. KAPLAN, Trustee of the CAROLINE L. KAPLAN REVOCABLE TRUST DATED DECEMBER 16, 2009

**Ann S. Lux 2005 Irrevocable Trust FBO Caroline Lux Kaplan:**

/s/ Donn S. Lux
DONN S. LUX, Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO CAROLINE LUX KAPLAN DATED SEPTEMBER 16, 2005

**Ann S. Lux 2005 Irrevocable Trust FBO Catherine N. Lux:**

/s/ Catherine N. Lux
CATHERINE N. LUX, Co-Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO CATHERINE N. LUX DATED SEPTEMBER 16, 2005

**PANDOTREE TRUST COMPANY, LLC,**
**Co-Trustee**

By: /s/ Alyssa M. Rosendahl

Its: Trust Officer

**CNL 2013 Irrevocable Trust:**

/s/ Catherine N. Lux
CATHERINE N. LUX, Co-Trustee of the CNL IRREVOCABLE TRUST DATED APRIL 2, 2013

**PANDOTREE TRUST COMPANY, LLC,**
**Co-Trustee**

By: /s/ Alyssa M. Rosendahl

Its: Trust Officer

**Ann S. Lux 2005 Irrevocable Trust FBO Paul S. Lux**:

/s/ Donn S. Lux
DONN S. LUX, Family Assets Trustee of the ANN S. LUX 2005 IRREVOCABLE TRUST FBO PAUL S. LUX DATED SEPTEMBER 16, 2005

**Lux Children Irrevocable Trust:**

/s/ Leslie P. Lux
LESLIE P. LUX, Co-Trustee of the LUX CHILDREN IRREVOCABLE TRUST DATED MAY 24, 2012

/s/ Donn S. Lux
DONN S. LUX, Co-Trustee of the LUX CHILDREN IRREVOCABLE TRUST DATED MAY 24, 2012

**EXHIBIT A**

**DEFINED TERMS**

1. The following capitalized and other specified terms have the meanings indicated:

"**Affiliate**" of any Person means any Person, directly or indirectly, controlling, controlled by or under common control with such Person; provided, however, that in no event shall the Company, any of its subsidiaries, or any of the Company's other controlled Affiliates be deemed to be Affiliates of any Holder or any of such Holder's Affiliates for purposes of this Agreement; provided, further, however, that any reference contained herein with respect to an Affiliate of a Holder shall not include the Company or any of the Company's other Affiliates.

"**Automatic Shelf Registration Statement**" means an "**automatic shelf registration statement**" as defined under Rule 405.

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in Kansas City, Missouri.

"**Commission**" means the U.S. Securities and Exchange Commission.

"**Common Stock**" means the Company's common stock, no par value per share.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"**Holder**" means (a) any Shareholder holding Registrable Securities and (b) any transferee holding Registrable Securities to whom the rights under this Agreement have been transferred in accordance with Section 4.1.

"**Lux Family Members**" means (i) Donn S. Lux, Caroline L. Kaplan, Catherine N. Lux and Paul S. Lux; (ii) each of their spouses, parents and descendants (including adoptive relationships and stepchildren), and (iv) the spouses of each such natural persons.

"**Permitted Transferee**" means, with respect to any Shareholder, (i) any Lux Family Member, (ii) a trust under which the distribution of shares of Common Stock may be made only to a Lux Family Member, (iii) a charitable remainder trust, the income from which will be paid to a Lux Family Member during his or her life; provided that any Common Stock owned by such charitable remainder trust will cease to be subject to this Agreement upon the death of such Lux Family Member, (iv) a corporation, partnership, or limited liability company, the stockholders, partners, or members of which are only Lux Family Members, or (v) by will or by the laws of intestate succession, to a Lux Family Member.

"**Person**" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, other legal entity, or any government or governmental agency or authority.

"**prospectus**" means the prospectus included in a registration statement (whether preliminary or final or any prospectus supplement, including, without limitation, a prospectus that includes any

information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 415, 424, 430A, 430B or 430C under the Securities Act, as amended or supplemented by any amendment or prospectus supplement), with respect to the terms of the offering of any portion of the Registrable Securities covered by a registration statement, and all other amendments and supplements to the prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus; it shall also include any issuer free-writing prospectus or other free-writing prospectus, unless the context implies otherwise.

"**register**", "**registered**" and "**registration**" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"**Registration Expenses**" means (a) all reasonable and documented fees and expenses arising from or incident to the performance of or compliance with this Agreement, including (i) all registration, qualification, listing and filing fees (including of the Commission, any stock exchanges and FINRA, as well as the fees, charges and disbursements of counsel in connection with such registration, qualification, listing or filing); (ii) printing, messenger and delivery expenses; (iii) escrow fees; (iv) fees and disbursements of counsel for the Company and its independent certified public accountants and any other accounting and legal fees, charges and expenses incurred by the Company; (v) securities or blue sky fees and expenses (including fees, charges and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities; (vi) all expenses of the Company incurred in connection with any road show or marketing efforts, including travel, food and beverage and accommodations; and (vii) the expense of any special audits, reports or "comfort letters" incident to or required by any such registration; and (b) the fees and expenses of any counsel to the Holders.

"**Registrable Securities**" means (a) any shares of Common Stock acquired in the Merger and (b) any Common Stock or other securities actually issued in respect of the securities described in clause (a) above upon any stock split, stock dividend, recapitalization, reclassification, merger, sale of assets, consolidation, or other reorganization or otherwise; provided, however, that the securities described in clause (a) and (b) above shall only be treated as Registrable Securities until the earliest of: (i) the date on which such security has been registered under the Securities Act and disposed of in accordance with an effective registration statement relating thereto; (ii) the date on which such security has been sold pursuant to Rule 144 and the security is no longer a Restricted Security; (iii) the date on which all Registrable Securities owned by the Holder thereof constitute less than 1% of all outstanding shares of Common Stock and may be resold without volume or other restrictions in a single day pursuant to Rule 144; and (iv) the date on which such security is transferred in a transaction pursuant to which the registration rights are not also assigned in accordance with Section 4.1.

"**registration statement**" means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including, without limitation, any Shelf Registration Statement), amendments and supplements to such registration statements, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statements.

"**Rule 144**" means Rule 144 promulgated under the Securities Act.

"**Rule 405**" means Rule 405 promulgated under the Securities Act.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"**Selling Expenses**" means all underwriting discounts and selling commissions and stock transfer taxes applicable to the securities sold by the Holders.

"**Shareholders Agreement**" means the Shareholders Agreement dated as of the date hereof among the Company, the Shareholders and certain other shareholders of the Company.

"**Shelf Registration**" means the Resale Shelf Registration or a Subsequent Shelf Registration, as applicable.

"**WKSI**" means a "**well known seasoned issuer**" as defined under Rule 405.

2. The following capitalized terms are defined in the Sections of the Agreement indicated:

**INDEX OF TERMS**

| Term | Section |
|---|---|
| Agreement | Preamble |
| Common Stock | Recitals |
| Company | Preamble |
| Company Indemnified Parties | Section 3.1 |
| Effectiveness Period | Section 1.2 |
| Holdback Period | Section 2.6 |
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| Liability; Liabilities | Section 3.1 |
| Lock-Up Period | Section 1.1 |
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| Merger Agreement | Recitals |
| Proceeding | Section 3.3 |
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| Resale Shelf Registration | Section 1.1 |
| Resale Shelf Registration Statement | Section 1.1 |
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| Shelf Notice | Section 1.6 |
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| Subsequent Shelf Registration Statement | Section 1.3 |
| Take-Down Notice | Section 1.7 |
| Underwritten Offering | Section 1.6 |

# NET LEASE

THIS NET LEASE (“Lease”) is made and entered into effective as of the 1st day of April, 2021 ("Effective Date") by and among Kemper-Themis, L.L.C., a Missouri limited liability company ("Landlord"), Luxco, Inc., a Missouri corporation ("Tenant"), and Donn Lux, an individual, as guarantor of certain obligations of Landlord.

## ARTICLE I
## PREMISES

1.01 Amendment and Restatement. Landlord and Tenant agree that this Lease amends and restates that certain Lease Agreement dated as of July 5, 2006, as amended, in its entirety as of the Effective Date.

1.02 Demise. Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the City of St. Louis, State of Missouri, being (i) the premises known as 5049 and 5050 Kemper Avenue, St. Louis, Missouri, (ii) the premises known as 5040 and 5050 #R Arsenal Street, St. Louis, Missouri, (iii) the premises known as 5020 Arsenal Street, St. Louis, Missouri, (v) the premises known as 5038 Kemper Avenue, St. Louis, Missouri, and (v) the premises known as 5010 Kemper Avenue, St. Louis, Missouri and more particularly described on Exhibit A, attached hereto and made a part hereof by this reference, together with all appurtenant rights of ingress and egress and all other easements and rights of way appurtenant to said property and subject to all easements, license agreements, covenants and conditions of record, taxes and special assessments against the real estate, zoning laws and municipal regulations, environmental laws and regulations, building line restrictions, use restrictions, building restrictions, party wall agreements and any encroachments or overlaps (collectively, the “Premises”).

1.03 Landlord's Representation and Warranties. Landlord represents and warrants to Tenant that:

(a) Landlord has full right and lawful authority to enter into and perform Landlord's obligations under this Lease for the term hereof, and has good and marketable title to the Premises in fee simple, free and clear of all contracts, leases, tenancies, agreements, restrictions, violations, encumbrances or defects in title of any nature whatsoever which would restrict or prevent the use of or enjoyment by the Tenant of the Premises or the rights, easements or privileges granted Tenant under this Lease, except for the sublease to ALux (as defined below); and

(b) this Lease shall not be subject or subordinate to any encumbrance entered into after the date hereof, except for such subordination as may accomplished in accordance with the provisions of this Lease expressly authorizing such subordination;

(c) if Tenant shall discharge the obligations herein set forth to be performed by Tenant, Tenant shall have and enjoy, during the term hereof, the quiet and undisturbed possession of the Premises and all appurtenances thereto; and

(d) To Landlord's knowledge no conditions exist as of the Effective Date which would necessitate the repair or replacement of all or any part of the Structure (as defined in Section 5.01 below). "Landlord's knowledge" means the personal knowledge of Donn Lux, as of the Effective Date, without any duty of inquiry.

## ARTICLE II
## TERM

2.01 Term. The term of this Lease ("Term") shall be for five (5) Lease Years commencing on the Effective Date (the "Commencement Date"), unless sooner terminated pursuant to any provision hereof or extended pursuant to Article XV. As used herein, the first "Lease Year" shall commence on the Commencement Date and end on November 30, 2022. Thereafter, each Lease Year shall be each successive twelve-month period during the term of this Lease.

## ARTICLE III
## RENT

3.01 Payment of Rent. Tenant shall pay in advance, without demand, set-off or deduction whatsoever, in equal monthly installments on the 1st day of each month of the Term, to Landlord as annual rent ("Rent") for the Premises as follows:

| Period | Annual Rent | Monthly Rent Installments |
|---|---|---|
| Lease Year 1 | $660,000.00 | $55,000.00 |
| Lease Year 2 | $683,100.00 | $56,925.00 |
| Lease Year 3 | $707,008.50 | $58,917.38 |
| Lease Year 4 | $731,753.80 | $60,979.48 |
| Lease Year 5 | $757,365.18 | $63,113.77 |

Rent for any period during the Term which is for less than one month shall be a pro rata portion of the monthly installment. Annual Rent for any Lease Year during the Term which is for less than a twelve (12) calendar month period shall be a pro rata portion of the annual Rent. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing from time to time. Rent and all other sums due hereunder from Tenant to Landlord shall be deemed "Rent."

3.02 Triple Net Lease. It is the intention of the parties hereto that this Lease is a "triple net lease" and that Landlord shall receive the Rent as net income from the Premises, not diminished by (a) any imposition of any public authority of any nature whatsoever during the entire Term notwithstanding any changes in the method of taxation or raising, levying or assessing any imposition, or any changes in the name of any imposition, or (b) the cost of any maintenance, utilities, insurance or other expenses or charges required to be paid to maintain and

carry the Premises (except as expressly required to be paid by Landlord under this Lease), or (c) any other costs or expense involved in the care, management, use, construction and operation of the Premises or any improvements thereto (except as expressly required to be paid by Landlord under this Lease). All such impositions, costs, expenses and charges shall be paid by Tenant from and after the Commencement Date and during the entire Term. Whenever in this Lease provision is made for the doing of any act by Tenant, it is understood and agreed that said act shall be done by Tenant at its own cost and expense unless a contrary intent is specifically expressed.

Except as expressly provided otherwise in this Lease, Landlord is not and shall not be required to render any services of any kind to Tenant, nor to maintain, repair, rebuild or restore the Premises or any part of any of the foregoing, and Tenant hereby expressly waives rights to make repairs at the expense of Landlord provided for by common law or in any statute or law, whether in effect at the time of execution and delivery of this Lease or hereafter enacted.

## ARTICLE IV
## USE

4.01 Use. Tenant may use and occupy the Premises for any lawful purpose.

4.02 Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Term or any part of the Term hereof regulating the use of the Premises by Tenant. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

4.03 Condition of Premises. Tenant hereby accepts the Premises in their condition existing as of the Commencement Date, subject to all applicable zoning, municipal, city and state laws, ordinances and regulations governing and regulating the use of the Premises.

## ARTICLE V
## MAINTENANCE, REPAIRS AND ALTERATION

5.01 Tenant's Obligations.

(a) Tenant shall keep in good order and condition and repair, replace and maintain the Premises and every part thereof, structural and nonstructural, in as-good or better condition as when received on the Commencement Date, ordinary wear and tear excepted including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, electrical, lighting facilities and equipment within the Premises, fixtures, walls (interior and exterior), foundations, ceilings, roofs (interior and exterior), floors, windows, doors, plate glass and skylights located within the Premises, as well as all landscaping, driveways, parking lots, fences and signs located on the Premises and sidewalks and parkways adjacent to the Premises. Any repairs, replacements and alterations necessitated by loss occurring during the Term and covered by the fire, lightning and extended coverage insurance on the Premises shall be made and paid for by Tenant or its insurance carrier.

(b) Provided that Tenant is not in material default hereunder beyond any applicable notice and cure period, upon the later of the expiration of the Term and Tenant's vacation of the Premises, Landlord shall reimburse Tenant an amount equal to the unamortized out-of-pocket, reasonable cost to Tenant of any capital repairs and replacements to the structural components of the Premises (being the roofs, exterior walls, and foundations of the buildings located within the Premises)(collectively, the "Structure"), made and paid for by Tenant, such costs (other than costs for repairs and replacements to the Structure necessitated solely by Tenant's acts or omissions) shall be amortized on a straight-line basis over the useful life of such improvements as determined by the parties in good faith at the time of the repair and replacement in accordance with generally acceptable accounting principles, and Landlord shall reimburse Tenant for any portion of such amortization over such useful life which exceeds the Term as then in effect. Landlord's reimbursement obligation herein shall survive the expiration of this Lease, shall be a lienable obligation, and is hereby personally guaranteed by Donn Lux. For any capitalized repairs and replacements to the Structure in excess of $100,000, Tenant must first obtain Landlord's prior written approval in accordance with Section 5.05 hereof; and further, for any such capitalized repair or replacement to the Structure in the final eighteen (18) months of the Term, Landlord may withhold its approval in Landlord's sole discretion. Landlord and Tenant expressly agree that roof membranes, floor surfaces, windows, skylights, doors, nonstructural portions of loading docks, and all improvements located outside of the buildings composing the Premises, shall not be deemed to be a part of the Structure.

5.02 Surrender. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in reasonably as-good or better condition as when received on the Commencement Date, broom clean, ordinary wear and tear and casualty excepted, with Tenant's trade fixtures, furnishings and equipment removed (unless otherwise permitted by Landlord in writing). Tenant shall repair any damage to the Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of the Structure. All fixtures, furnishings and equipment owned by Tenant which are not removed from the Premises upon surrender shall become, at Landlord's option, the separate and absolute property of Landlord.

5.03 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article V, Landlord may at its option (but shall not be required to) enter upon the Premises and exercise its rights to cure under Section 11.02(c) of this Lease.

5.04 Landlord's Obligations. It is intended by the parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, whether interior or exterior, nor the building located thereon, the equipment therein, or the parking lots thereon, all of which obligations are intended to be that of the Tenant under Section 5.01 hereof. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.A

6.04 Alterations and Additions.

(a) Tenant shall not, without Landlord's prior written approval, which approval shall not be unreasonably withheld, make any alterations, improvements or additions in, on or about the Premises costing in excess of $100,000.00 to substantially complete. Should Tenant make any such alteration, improvement or addition without the prior written approval of Landlord, Landlord may require at any time during the Term that Tenant immediately remove any or all of the same.

(b) Any alterations, improvements or additions in or about the Premises costing in excess of $100,000.00 that Tenant shall desire to make which require the approval of Landlord shall be presented to Landlord in written form, with proposed reasonably detailed plans. If Landlord approves, such approval shall be deemed conditioned on Tenant acquiring a permit from appropriate governmental agencies, the furnishing of a copy thereof to Landlord prior to commencement of the work, and full compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. Landlord shall not unreasonably delay, withhold, or condition its approval to any request therefor. Landlord shall be deemed to have approved such request if not reasonably denied within thirty (30) days' of Tenant's delivery of the information required to be provided by Tenant under this Section 5.05(a).

(c) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in, on or about the Premises, which claims are or may be secured by any mechanics or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility. If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Premises or any improvements thereon, Tenant, within ten (10) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. In addition, Tenant shall pay Landlord's reasonable attorneys' fees and costs in connection therewith.

(d) All alterations, improvements and additions, which may be made in, on or about the Premises, shall become the property of Landlord and remain on and be surrendered with the Premises at the expiration of the Term. Tenant's machinery and equipment, other than that which is affixed to the Premises in such a manner that, following the removal of the same, the Premises cannot be brought into the condition required by Section 5.02, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 5.02.

## ARTICLE VI
## INSURANCE AND INDEMNITY

6.01 Liability Insurance. Tenant shall, at Tenant's expense obtain and keep in force during the Term an unendorsed policy of commercial general liability insurance insuring

Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be not less than two million dollars ($2,000,000.00) per occurrence and five million dollars ($5,000,000.00) in the aggregate. The policy shall contain cross liability endorsements and shall insure performance by Tenant of the indemnity provisions of this Article. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, at the expense of Tenant. If, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Tenant shall increase said insurance coverage as requested by Landlord; provided, however, the failure of Landlord to require any additional insurance coverage shall not be deemed to relieve Tenant from any obligations under this Lease. Landlord acknowledges that Tenant's obligation to obtain and keep insurance under this paragraph shall not apply to any claims, liabilities or losses which Landlord incurs as a result of its discharge of any obligations, or exercise of any rights, by Landlord under this Lease, such claims, liabilities, or losses, as well as any insurance therefor, being the sole responsibility of Landlord.

6.02 Property Insurance. Tenant shall obtain and keep in force during the Term a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement cost thereof, as the same may exist from time to time, or, if lesser, in the amount for which the Premises are in insured as-of the Effective Date (as shown in Exhibit B attached hereto), against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and sprinkler leakage. Said insurance shall provide for payment of loss thereunder to Landlord and its designees. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. If such insurance coverage has a deductible clause, Tenant shall be liable for the deductible amount.

6.03 Insurance Policies. Insurance required hereunder shall be provided by insurers of recognized responsibility authorized to do business in the State in which the Premises are located having an equivalent to a Best's financial rating of 10 or higher and a policyholder's rating of at least A, and reasonably satisfactory to Landlord. Tenant shall deliver to Landlord copies of Tenant's insurance binders evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord and name Landlord and its designees as additional insureds. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to each insured and each mortgagee to whom losses may be payable. The proceeds of property insurance shall be payable to Landlord and Tenant to be applied toward Tenant's obligations of repair, restoration or reconstruction as provided in Article VII hereof. Tenant shall, not less than thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant on demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance. If Tenant does or permits to be done anything which shall increase the cost of insurance, then Tenant shall pay for any additional premiums attributable to any act or omission or operation of Tenant causing such increase in the cost of insurance.

6.04 Waiver of Subrogation. Tenant and Landlord hereby each releases the other and waives any and all rights of recovery against the other, or its officers, employees, agents and representatives, for loss of or damage to the other or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Each party shall give notice to its insurance carrier that the foregoing waiver of subrogation is contained in this Lease.

6.05 Indemnity.

(a) Except as otherwise provided herein, Tenant shall indemnify, defend and hold harmless Landlord, its members, managers, officers, employees, and agents from and against any and all claims arising from Tenant's use or occupancy of the Premises or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant, or its agents, contractors or employees, or from the conduct of such persons or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises. Further, Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, employees, guests or invitees, and from and against all reasonable costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant's obligations under this Section 6.05 shall survive termination or expiration of this Lease or the Term.

(b) Except as otherwise provided herein, Landlord shall indemnify, defend and hold harmless Tenant, its members, managers, officers, employees, and agents from and against any and all claims arising from the entry, use, or occupancy of the Premises by Landlord, or its agents, contractors, or employees, or from the conduct of such persons or from any activity, work or things done, permitted or suffered by Landlord in or about the Premises. Further, Landlord shall further indemnify and hold harmless Tenant from and against any and all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed, or arising from any negligence of the Landlord, or any of Landlord's agents, contractors, or employees, and from and against all reasonable costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Landlord, on notice from Tenant, shall defend the same at Landlord's expense by counsel satisfactory to Tenant. Landlord's obligations under this Section 6.05 shall survive termination or expiration of this Lease or the Term.

6.06 Exemption of Landlord from Liability. Except for the grossly negligent or willful act of Landlord, Landlord shall not be liable to Tenant for injury to the person, property or business of Tenant, Tenant's employees, agents, contractors, invitees, customers or other persons in or about the Premises howsoever caused, including, by way of illustration and not by way of limitation, injury caused by or resulting from fire, steam, electricity, gas, water or rain, or from

the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether on account of conditions arising on the Premises, or on other portions of any property of which the Premises are a part, if any, or from other sources or places, and regardless of whether the cause of such injury or the means of repairing the same is inaccessible to Tenant.

## ARTICLE VII
## DAMAGE OR DESTRUCTION

7.01 Obligation to Rebuild

(a) In the event any improvements on or forming part of the Premises are damaged or destroyed, partially or totally, from any cause whatsoever whether or not such damage or destruction is covered by any insurance required to be maintained under this Lease, and the cost of the restoration is less than $1,000,000.00, Tenant shall repair, restore, and rebuild the improvements to at least as good condition as existed immediately prior to such damage or destruction and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein referred to as "repair") shall be commenced within a reasonable time after such damage or destruction, and shall be diligently pursued to completion. There shall be no abatement of Rent or of any other obligation of Tenant hereunder by reason of such damage or destruction. Except as set forth in this Lease, Tenant hereby waives any and all rights provided by law to terminate this Lease conditioned upon the partial or total destruction of the Premises, now existing or hereafter enacted.

(b) If: (i) the cost of the restoration equals or exceeds $1,000,000.00, or (ii) if the casualty occurs during the eighteen (18) months of the Term, or (iii) if mutually agreed upon by both Landlord and Tenant, or (iv) if the cost of the restoration would, when added to the costs of such restorations which Tenant has already become obligated to pay for other damages or destruction, equal or exceed $3,000,000.00, then Tenant may assign to Landlord its right to negotiate the insurance settlement, assign all of Tenant's right to the insurance proceeds, and pay to Landlord the amount of the deductible. This Lease shall then terminate as of the date of the casualty with respect to the portion of the Premises so damaged, the amount of Rent shall be reduced prorata by the amount of square footage of the building being terminated over the amount of the total square footage of all of the buildings comprising the Premises, and both parties shall be released of their obligations hereunder with respect thereto.

7.02 Use of Insurance Proceeds. In the event of damage or destruction, the proceeds of insurance shall be held by an independent third party for the joint benefit of Landlord and Tenant and shall be applied toward Tenant's obligations of repair of improvements damaged or destroyed by casualty giving rise to the insurance claim; provided, however, that if Tenant has failed to carry insurance as required by this Lease, and the net proceeds from insurance are not adequate for said work, Tenant shall pay, out of funds other than such net insurance proceeds, difference between the net insurance proceeds available and what the net insurance proceeds would have been had the Tenant carried the insurance as required by this Lease.

7.03 Plans and Specifications. Prior to commencing a repair or replacement, capitalized or otherwise, costing in excess of $100,000.00 to substantially complete, Tenant shall provide Landlord with written plans and specifications which shall be subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned, or delayed, and which approval shall be deemed given if not denied in writing within thirty (30) days after the responding party's receipt of the same.

7.04 Leasehold Liens. Except as expressly approved in writing by Landlord, Tenant shall not create nor permit to be created or remain, and will discharge within thirty (30) days after receiving notice thereof, any lien, encumbrance or charge which might be or become a lien, encumbrance or charge upon the Premises or upon any improvements thereon, or upon any income therefrom.

## ARTICLE VIII
## REAL PROPERTY TAXES

8.01 Payment of Taxes. Tenant shall pay as additional rent, all real property taxes applicable to the Premises during the Term of this Lease. All such payments shall be made directly to the applicable taxing authority(ies) prior to the applicable delinquency date. Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes have been paid. If any such taxes paid by Tenant shall cover any period of time prior to or after the expiration of the Term, Tenant's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during the Term, and Landlord shall reimburse Tenant to the extent required. If Tenant shall fail to pay any such taxes, Landlord shall have the right to pay the same, in which case Tenant shall repay such amount to Landlord due and payable upon presentment of an invoice therefor, with interest to the extent expressly provided in this Lease.

8.02 Definition of Real Property Taxes. As used herein, "real property taxes" shall include any form of assessment, license fee, commercial rental tax, ad valorem tax, gross receipts tax, levy, penalty, or tax (other than net income, inheritance or estate taxes), imposed by any public or private authority having the direct or indirect power to tax or impose assessments against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, or against Landlord's right to Rent or other income therefrom, or against Landlord's business of leasing the Premises, or any tax or assessment imposed in substitution, partially or totally, of any tax or assessment previously included within the definition of real property taxes, or any additional tax or assessment the nature of which was previously included within the definition of real property taxes.

8.03 Personal Property Taxes.

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied on trade fixtures, furnishings, equipment and all other personal property of Tenant in, on or about the Premises. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

(b) If any of Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay the same as part of Tenant's obligation to pay all real property taxes.

8.04 Tax Challenges. If Tenant reasonably determines that any real property taxes or any other assessments, fees, or taxes which Tenant is responsible for paying under this Article VIII (including any appraisals, valuations, or levies therefor) are erroneous or subject to appeal, adjustment, revision, or other challenge under applicable law, Landlord shall undertake commercially reasonable efforts to assist and cooperate with Tenant in prosecuting such challenge (including without limitation by the filing of petitions or other documents necessary to prosecute the same), at Tenant's expense.

## ARTICLE IX
## UTILITIES

Tenant shall prior to delinquency pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, including all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises.

## ARTICLE X
## ASSIGNMENT AND SUBLETTING

10.01 Landlord's Consent Required.

(a) Tenant shall not voluntarily, involuntarily, or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent, which Landlord may withhold in accordance with this Article X. Any attempted assignment, transfer, mortgage, encumbrance or subletting without satisfying the requirements of this Article X shall be void, and shall constitute a breach of this Lease. Any change in fifty percent (50%) or more of the control of Tenant shall be deemed to constitute a transfer hereunder.

(b) Notwithstanding anything to the contrary in this Lease, provided that Tenant is not in default of this Lease, Tenant shall have the right, without Landlord's consent, but upon prior notice to Landlord, to (a) assign all or part of its right, title, or interest as Tenant under this Lease, or sublet (provided that any sublessee must substantially abide by the same obligations as Tenant with respect to the portions of the Premises sublet) all or a part of the Premises, to any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant or to a successor entity into which or with which Tenant is merged or consolidated or which acquires substantially all of Tenant's assets or property or with Tenant forms as an affiliated or related entity so long as the assignee has (i) a tangible net worth of at least $25,000,000, (ii) a Standard & Poor's credit rating of at least BB, or (iii) provides Landlord with a security deposit equal to three (3) months Rent at the then current rate, or (b) effectuate any public offering of Tenant's stock on a publicly-traded exchange. For

purposes of the above paragraph, the word "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, voting securities, contract or otherwise. A related or affiliated entity includes related or affiliated entities that become related or affiliated entities after the Commencement Date.

(c) Notwithstanding anything to the contrary in this Lease, any consent requested under this Article X shall not be unreasonably withheld, conditioned, or delayed, and such consent shall be deemed given if not expressly denied by Landlord in writing delivered to Tenant within ten (10) days after Tenant makes the request. Such request shall include financials of the proposed assignee, transferee, or subtenant, as applicable.

10.02 No Release of Tenant. Unless Landlord expressly consents otherwise, which consent may be withheld in Landlord's sole discretion, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant, in the performance of any of the terms hereof, Landlord may, if Tenant remains liable therefor, proceed directly against Tenant without the necessity of exhausting remedies against any assignee. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease; provided, however that such action shall not impose on Tenant any additional or greater obligation or liability than exists under this Lease in the absence of such action.

10.03 Attorneys' Fees. In the event Tenant shall assign or sublet the Premises or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any act that Tenant proposes to do, then Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection therewith.

## ARTICLE XI
## DEFAULTS; REMEDIES

11.01 Default by Tenant. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder within five (5) days after notice from Landlord that said payment is due and unpaid; provided that Landlord shall not be required to give such notice to Tenant more than two (2) times during the Term.

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than

described in subsection (a) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty-day period and thereafter continues to reasonably and diligently pursues to completion cure of such default.

(c) The (i) making by Tenant of any general assignment, or general arrangement for the benefit of creditors; (ii) filing by or against Tenant of a petition to have Tenant adjusted a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

11.02 Remedies. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

(c) Cure the default: (i) if no emergency exists, after giving fifteen (15) days' notice to Tenant (including therewith a written good faith estimate of the costs expected to be incurred in the cure); and (ii) in any emergency situation, immediately without notice or delay. Tenant shall on demand reimburse Landlord for the reasonable costs and expenses incurred in rectifying defaults, including attorneys' fees, with interest to the extent expressly provided in this Lease. Any act or thing done by Landlord shall not constitute a waiver of any such default or a waiver of any covenant, term or condition herein contained or the performance thereof. Upon

Tenant's payment of such costs and expenses, such default shall be deemed cured, and Tenant shall be deemed not in default or breach of this Lease by reason thereof.

(d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

11.03 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after receipt of written notice that such amount is past due, Tenant shall pay to Landlord as liquidated damages, a late charge equal to one percent (1%) of such overdue amount plus interest at the rate provided for herein accruing from the date such sum was originally due, plus any attorney fees incurred by Landlord in collecting such overdue Rent. Landlord agrees that no such amounts shall be due upon the first receipt of an overdue notice from Landlord during the Term. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Such sum shall constitute additional rent hereunder. If Tenant is not otherwise in default of its obligations under this Lease, acceptance of such late charge along with all of the overdue amount (including any interest thereon as required by this Lease), by Landlord shall constitute a waiver of Tenant's default with respect to such overdue amount.

## ARTICLE XII
## CONDEMNATION

If any portion of the Premises is taken under the power of eminent domain or sold under the threat of the exercise of said power (herein called "condemnation") such that Tenant's use of the Premises would be materially affected, Landlord shall promptly notify Tenant, and either party may within thirty (30) days thereafter terminate this Lease by notice of the other party. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property, as well as relocation costs. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair.

## ARTICLE XIII
## REAL ESTATE BROKER

Each party represents that it has not dealt with any broker in connection with this Lease, and that insofar as each party is aware, no broker or finder negotiated this Lease or is entitled to any commission or fee in connection herewith. Each party agrees to indemnify, defend and hold the other party free and harmless from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by the indemnifying party in connection with this transaction or to have caused this transaction.

## ARTICLE XIV
## ENVIRONMENTAL REQUIREMENTS

14.01 Use of Hazardous Materials. Except for the use of those products disclosed to Landlord, Tenant hereby represents, warrants and covenants that Tenant will not produce, use, store or generate any "Hazardous Materials" (as defined below) on, under or about the Premises, other than those of the type and quantity customarily used in Tenant's industry. Tenant shall keep, operate and maintain the Premises in full compliance with all federal, state and local environmental, health and/or safety laws, ordinances, rules, regulations, codes, orders, directives, guidelines, permits or permit conditions currently existing and as amended, enacted, issued or adopted in the future which are applicable to the Premises (collectively, "Environmental Laws"). Landlord shall have the right (but not the obligation) to enter upon the Premises at any time and at Tenant's expense cure any non-compliance by Tenant with the terms of this Article XIV or any Environmental Laws or any release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials on, under, from, or about the Premises, regardless of the quantity of any such release, discharge, spill, improper use, storage, handling or disposal of Hazardous Materials on or about the Premises.

14.02 Indemnity by Tenant. Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant and its successors and assigns shall indemnify, protect, defend and hold Landlord, its partners, officers, directors, shareholders, employees, agents, contractors and each of their respective successors and assigns harmless from any and all claims, judgments, damages, penalties, enforcement actions, taxes, fines, remedial actions, liabilities, losses, costs and expenses (including, without limitation, actual attorneys' fees, litigation, arbitration and administrative proceeding costs, expert and consultant fees and laboratory costs) (collectively, "Claims") including, without limitation, damages arising out of the diminution in the value of the Premises or any portion thereof, damages for the loss of the Premises, and sums paid in settlement of Claims, to the extent they arise during or after the Term in whole or in part as a result of the presence or suspected presence of any Hazardous Materials, in, on, under, from or about the Premises and/or other adjacent properties and are proximately caused by the activities, or failures to act (including, without limitation, Tenant's failure to report any spill or release to the appropriate regulatory agencies) of Tenant or its agents, employees, contractors, shareholders, partners, invitees, subtenants or assignees, on or about the Premises. Tenant's obligations under this Section 14.02 shall survive termination or expiration of this Lease or the Term.

14.03 Indemnity by Landlord. Without limiting in any way Landlord's obligations under any other provision of this Lease, Landlord and its successors and assigns shall indemnify, protect, defend and hold Tenant, its partners, officers, directors, shareholders, employees, agents, contractors and each of their respective successors and assigns harmless from any and all Claims, including, without limitation, damages for the loss of the use of the Premises, and sums paid in settlement of Claims, to the extent they arise in whole or in part as a result of the presence or suspected presence of any Hazardous Materials, in, on, under, from or about the Premises and/or other adjacent properties prior to the Term, and were proximately caused by the activities, or failures to act of Landlord or its agents, employees, contractors, shareholders, partners, invitees, tenants, subtenants or assignees, on or about the Premises. Landlord's obligations under this Section 14.03 shall survive termination or expiration of this Lease or the Term.

14.04 Hazardous Materials. For purposes of this Lease, the term "Hazardous Material" means any chemical, substance, material, controlled substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, benzene, toluene, ethyl benzene, xylenes, waste oil, asbestos, radon, polychlorinated biphenyls (PCBs), degreasers, solvents, and any and all of those chemicals, substances, materials, controlled substances, objects, wastes or combinations thereof which are now or may become in the future listed, defined or regulated in any manner as "hazardous substances", "hazardous wastes", "toxic substances", "solid wastes," or bearing similar or analogous definitions pursuant to any and all Environmental Laws.

## ARTICLE XV
## EXTENSION OPTIONS

So long as Tenant is not in default under any term, provision, covenant or condition of this Lease, the term of this Lease shall (unless Tenant gives notice otherwise as provided below) automatically be extended for an additional five (5) Lease Years from and after the expiration of the original Term of this Lease (the "Extended Term"), upon the same terms and conditions; provided however, Rent shall be increased annually by three and one-half percent (3.5%) over the amount of Rent due the prior Lease Year for each successive Lease Year during the Extended Term. Notwithstanding the foregoing, upon at least one hundred eighty (180) days before the expiration of the initial Term or any Renewal Term, Tenant may provide written notice to Landlord of its desire not to extend the Lease Term, in which event the Lease shall terminate upon the expiration of the Term as then in effect.

## ARTICLE XVI
## GENERAL PROVISIONS

16.01 Estoppel Certificate.

(a) Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or its successors and assigns

a statement in writing, to the extent true and accurate, (i) that this Lease is in full force and effect and has not been assigned, modified or amended in and way (or, if there has been any assignment, modification or amendment, identifying the same); (ii) the dates of commencement and expiration of the Term, the date to which the Rent payable hereunder have been paid in advance, if any; (iii) that there are, to Tenant's knowledge, no incurred defaults on the part of Landlord or any defenses or offsets against the enforcement of this Lease by Landlord (or specifying each default, defense or offset if any are claimed); and (iv) any other factual matters pertaining to the Lease. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that all information contained therein is accurate and correct as of such date, including but not limited to: (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's Rent has been paid in advance or such failure may be considered by Landlord as a default by Tenant under this Lease.

(c) If Landlord desires to finance or refinance the Premises, or any part thereof, Tenant hereby agrees to deliver to any lender designated by Landlord such audited financial statements of Tenant as may be reasonably required by such lender. Such statements shall include the past three (3) years' of audited financial statements of Tenant so long as Landlord and such lender agree in advance to, and at all times applicable abide by, Tenant's reasonable requirements to guard the confidentiality of such information. All such financial statements shall be received in confidence and shall be used only for the purposes herein set forth except if the same are publicly disclosed by law.

16.02 Landlord's Liability. The term "Landlord" as used herein shall mean only the owner at the time in question of the fee title or a lessee's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's heirs, representatives, executors, successors and assigns, only during their respective periods of ownership. Landlord shall indemnify, defend, and hold harmless Tenant for any claims arising from or related to Tenant's tender of performance to, and accepted by, Landlord under this Lease which Landlord fails to remit to such successors and assigns.

16.03 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

16.04 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due Landlord not paid when due shall bear interest at nine percent (9%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this

Lease, provided, however, that interest shall not be payable on interest or late charges incurred by Tenant nor on any amounts upon which interest or late charges are paid by Tenant.

16.05 Time of Essence; Force Majeure. Time is of the essence. Whenever this Lease requires performance by a party on a day that is a Saturday, Sunday, or a day during which the courts within the City of St. Louis, Missouri are not open to receive or rule on request for relief arising from or related to disputes pertaining to this Lease (collectively, "non-business day"), then such party's performance shall be deemed timely if performed on or before 11:59 p.m. of the next non-business day. Notwithstanding anything to the contrary contained in this Lease, each party hereto shall be excused from a delay in performing any obligation under this Lease (except any obligation to pay any sums of money or maintain insurance), and any such delay in the performance of any obligation under this Lease shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earth rake, floods, explosion, unusually severe weather, war, riots, mob violence, strikes, lockouts, actions of labor unions, epidemic or pandemic, or condemnation, or by acts of governmental authorities binding on such party and enacted in response to, or in prevention or in mitigation of, the same.

16.06 Captions. Article and paragraph captions are not a part hereof.

16.07 Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding, written or oral, pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the Landlord nor any employees or agents of the Landlord has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises.

16.08 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by overnight courier, and shall be deemed sufficiently delivered upon the date of receipt or rejection if addressed to Tenant or to Landlord at the address noted below with all delivery fees sufficiently paid:

If to Landlord or Donn Lux: Kemper-Themis, L.L.C.
c/o Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Angela Dailey

With a copy to: Realty Law Partners, PC
231 S. Bemiston Avenue, Suite 710
St. Louis, Missouri 63105
Attention: Stacy Engles Wipfler, Esq.

If to Tenant: Luxco, Inc.
5050 Kemper Avenue

St. Louis, Missouri 63139

With a copy to: MGP Ingredients, Inc.
100 Commercial Street
Atchison, Kansas 66002
Attention: Chief Administrative Officer

Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

16.09 Waivers. No waiver by a party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of that party's consent to or approval of any subsequent act by Tenant. The acceptance of Rent, or other overdue amount, hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular amount so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

16.10 Recording. Tenant shall not record this Lease without Landlord's prior written consent, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder.

16.11 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term without the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental equal to 103.5% of the amount of the last monthly Rent due hereunder plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

16.12 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. Except only and strictly as expressly provided otherwise, nothing in this Lease is intended, nor shall be deemed, to waive, release, condition or restrict the right of Tenant to terminate the Lease upon the failure by Landlord to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Landlord, to the extent such right now or hereafter exists at law or in equity.

16.13 Covenants and Conditions. Each provision of this Lease performable by a party shall be deemed both a covenant and a condition.

16.14 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, and their successors and assigns. This Lease shall be governed by the laws of the State in which the Premises are located.

16.15 Subordination.

(a) This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed on the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises, and Tenant's obligations under this Lease, shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Tenant agrees to execute any documents reasonably required to effectuate such subordination or to make this Lease prior to the lien or any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead, to do so; provided any documents executed by Landlord hereunder on behalf of Tenant shall strictly conform to the terms of this Section 16.15.

(c) Notwithstanding anything to the contrary set forth in subsections (a) and (b) above, as a condition to the subordination of this Lease to any mortgage or deed of trust hereafter encumbering the Premises, the holder of such mortgage or deed of trust shall agree with Tenant, in writing, that so long as Tenant is not then in default of its obligations under this Lease beyond the applicable cure period, if any, Tenant's possession of the Premises and its estate under this Lease shall not be disturbed by reason of a foreclosure of such mortgage or deed of trust, or a conveyance in lieu thereof, and Tenant shall not be named as a party in any such foreclosure, except as required by the applicable rules of court, and then not for the purpose of terminating this Lease.

16.16 Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Landlord may deem necessary or desirable. Landlord may at any time (a) place on or about the Premises any ordinary "For Sale" signs and (b) during the last 120 days of the Term place on or about the Premises any ordinary "For Lease" signs, all without rebate of Rent or liability to Tenant.

16.17 Signs and Auctions. Tenant shall be allowed to place such signs on the Premises and improvements as shall be allowed or approved by the City of St. Louis, Missouri. Such signs shall be placed upon the Premises and improvements at Tenant's sole expense, and shall be removed by Tenant upon the expiration or sooner termination of this Lease. Tenant shall repair all damage to the Premises and improvements caused by the installation and removal of such signs. Tenant shall not conduct any auction on the Premises outside Tenant's ordinary course of

business thereon without Landlord's prior written consent. Tenant shall maintain all signs on the Premises in accordance with all applicable governmental rules, laws, regulations and ordinances.

16.18 Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

16.19 Corporate Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that s/he is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms.

16.20 Legal Fees. In the event of legal action between Landlord and Tenant on account of any alleged default of either hereunder, the prevailing party in such action shall be entitled to be reimbursed by the other party in the amount of all reasonable attorneys' fees and other costs incurred by the prevailing party in connection with such action.

16.21 Waiver of Consequential Damages; Exculpation. Under no circumstances whatsoever shall any party hereto ever be liable hereunder for consequential, punitive, or special damages; and all liability of Landlord for damages for breach of any covenant, duty or obligation of Landlord hereunder may be satisfied only out of the interest of Landlord in the Premises existing at the time any such liability is adjudicated in a proceeding as to which the judgment adjudicating such liability is non-appealable and not subject to further review.

16.22 Sublease to ALux FFL, LLC. Landlord and Tenant agree that ALux FFL, LLC ("ALux") shall have the right to sublease a portion of the Premises known as Suite 100 of 5010 Kemper for a period of up to six (6) months commencing on the Commencement Date, under the same terms and conditions as set forth in that certain Sublease Agreement dated June 1, 2020 by and between Luxco, Inc. and ALux, as consented and hereby ratified by Landlord. Upon ALux's surrender of Suite 100, such sublease shall automatically be deemed terminated.

16.23 Functional Equivalence. Notwithstanding anything contrary in this Lease, whenever a party is obligated to rebuild, replace or repair any portion of the Premises (including the improvements thereon), or is obligated to insure the same at a cost of replacement, such rebuilding, replacement, or repair (or insurance therefor) shall suffice to discharge such obligation if the same is performed (or insured in the amount of the cost to so perform) with a less costly improvement that is functionally equivalent to the damaged improvement, with less costly material, if available, in the architectural style that is the same or similar to that which existed before the loss or damage which necessitated such rebuild, replacement, or repair.

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IN WITNESS WHEREOF, the respective parties hereto have caused this Lease to be executed, effective as of the Effective Date.

"LANDLORD"

Kemper-Themis, L.L.C

By: /s/ Donn Lux
Donn Lux, Manager

By: /s/ Paul S. Lux
Paul S. Lux, Manager

"TENANT"

Luxco, Inc.

By: /s/ David J. Colo
Name: David J. Colo
Its: Chief Executive Officer

IN WITNESS WHEREOF, Donn Lux hereby executes this Lease solely for purposes of agreeing to guarantee the obligation of Landlord to reimburse Tenant for certain costs to repair or replace the Structure, or portions thereof, as specifically provided in Section 5.01(b) above, effective as of the Effective Date.

Donn Lux

By: /s/ Donn Lux
Donn Lux

Exhibit A

LEGAL DESCRIPTION

**5050 Kemper Avenue**

Lot No. 50 and the Western 72 feet of lot No. 49 of the Subdivision of St. Louis County Farm, together with a strip 33 feet, more or less, in width adjoining on the North formerly comprising part of Kemper Park, now vacated and all being in block No. 4735 of the City of St. Louis, together fronting 172 feet on the South line of Kemper Avenue, by an aggregate depth Southwardly of 233 feet, more or less, to the dividing line of said block;

ALSO the Western 72 feet of lot No. 60 of the Subdivision of St. Louis County Farm and in block No. 4735 of the City of St. Louis, excepting the right of way conveyed to the St. Louis Oak Hill and Carondelet Railway Company by instrument recorded in Book 802 Page 292, having a width of 72 feet on the North line of said lot No. 60 by an irregular depth Southwardly to the said right of way.

Part of lots Nos. 51, 52, 58 and 59 of the Subdivision of St. Louis County Farm, together with a strip 33 feet, more or less, in width, adjoining on the North formerly comprising part of Kemper Park, now vacated, and in block No. 4735 of the City of St. Louis, beginning at the intersection of the extension Northwardly of the West line of said lot No. 51 with the South line of Kemper Avenue as established under Ordinance No. 41677, thence Eastwardly along said South line of Kemper Avenue 100.05 feet to an intersection with the East line of said lot No. 51 extended Northwardly, thence Southwardly along said East line of lot No. 51 and its extension Northwardly 232.28 feet to the Northeast corner of said lot No. 58, thence Eastwardly along the North line of said lot No. 59, 100.05 feet to the Northeast corner of said lot No. 59, thence Southwardly along the East line of said lot No. 59, 111.58 feet to a point 50 feet Northeast from and normal to the existing center line between the Northbound and Southbound main-tracks of the Missouri Pacific Railroad Company, thence Northwestwardly on a curve to the right, the radius of which is 769.02 feet and parallel with said center line between tracks, an arc distance of 420.54 feet to a point in said South line of Kemper Avenue, thence Eastwardly along the South line of Kemper Avenue 31.52 feet to the point of beginning, according to a survey executed November, 1956 by C. E. Smith & Company.

**5049 Kemper and 5050 #R Arsenal**

Parcel No. 1:
The Eastern 1/2 of Lots 16 and 21 and the Western 30 feet of Lot 15 of the Subdivision of the St. Louis County Farm, and in Block 4733-W-B of the City of St. Louis, and a strip of ground 31 feet wide adjoining said Eastern 1/2 of Lot 21 n the South vacated by Ordinance No. 41677, beginning at a point in the South line of Arsenal Street, 250 feet East of the East line of Brannon Avenue; thence Southwardly on a line parallel to the East line of Brannon Avenue, 431 feet, more or less, to the North line of Kemper Avenue; thence Eastwardly along the North line of Kemper Avenue 50 feet; thence Northwardly along the East line of Lot 21 and its prolongation Southwardly 231 feet, more or less, to the South line of Lot 15; thence Eastwardly along the South line of Lot 15, 30 feet to a point; thence Northwardly 200 feet to the South line of Arsenal Street; thence Westwardly along the South line of Arsenal Street, 80 feet to the point of beginning;

EXCEPTING THEREFROM that part conveyed to Douglas Hurt and Sharon A. Hurt, husband and wife by Special Warranty Deed recorded June 20, 1994 in Book 1074M page 910 of the St. Louis City Records, to wit:

A tract of land in the Subdivision of the St. Louis County Farm and in City Block 4733-W.B. of the City of St. Louis, Missouri, and more particularly described as follows: Beginning at the Northwest corner of Lot 16 of said Subdivision of the St. Louis County Farm, said point is also on the South line of Arsenal Street 60 feet wide; thence in an Easterly direction 50 feet along said South line of Arsenal Street to the actual point of beginning of the following described tract, said point also being the most Northwest corner of property conveyed to David Sherman Corporation by deed recorded in Book 91M Page 1688; thence in an easterly direction a distance of 80 feet by deed, 79.98 feet by survey, to a point; thence in a southerly direction parallel to the West line of said Lot 16 a distance of 200.00 feet to a point on the South line of Lot 15 of said St. Louis County Farm; thence in a westerly direction a distance of 30 feet by deed, 29.98 feet by survey to the East line of said Lot 16; thence in a southerly direction along said east line of Lot 16 and 21 a distance of 131.77 feet to a point distant 100.00 feet North of the North line of Kemper Avenue 60 feet wide; thence in a westerly direction and parallel with the North line of said Kemper Avenue a distance of 50.00 feet to the West line of Lot 21; thence in a northerly direction along the West line of said Lot 21 and 16 a distance of 331.58 feet to the point of beginning; according to Survey executed by Theodore F. Laneman, Jr. on December 30, 1993;

Parcel No. 2:
A tract of land in the Subdivision of the St. Louis County Farm and part of Kemper Park vacated by Ordinance 41677 in the City Block 4733-W.B. of the City of St. Louis, Missouri, and more particularly described as follows: Beginning at a point on the East line of Lot 21 of said St. Louis County Farm distant North 100.00 feet from the North line of Kemper Avenue 60 feet wide; thence in an Easterly direction parallel with the North line of said Kemper Avenue a distance of 170.01 feet to a point; thence in a Southerly direction parallel with the East line of Lot 23 a distance of 100.00 feet to the North line of said Kemper Avenue; thence along said North line in a Westerly direction a distance of 170.01 feet to the Southward prolongation of the East line of said Lot 21; thence in a Northerly direction along said prolongation and the East line of Lot 21 a distance of 100.00 feet to the point of beginning; according to Survey executed by Theodore F. Laneman, Jr. on December 30, 1993.

Parcel No. 3:
A tract of land in the Subdivision of the St. Louis County Farm and also part of Kemper Park vacated by Ordinance No. 41677 of the City of St. Louis Records, and in City Block 4733 WB of the City of St. Louis and more particularly described as follows: Beginning at a point on the North line of Kemper Avenue, 60 feet wide, distant North 86 degrees 57 minutes 04 seconds West a distance of 350 feet by record and a distance of 350.23 feet by survey from the West line of Hereford Street, 60 feet wide; thence continuing along said North line of Kemper Street, in a Westerly direction, North 86 degrees 57 minutes04 seconds West a distance of 19.55 feet by deed and a distance of 20.15 feet by survey to a point; thence leaving said line in a Northerly direction parallel with the West line of Lot 23 of the Subdivision of the St. Louis County Farm, North 2 degrees 51 minutes 36 seconds East a distance of 100.00 feet to a point, said point is the Northeast property of David Sherman Corporation by Deed recorded in Deed Book M1074 page 913 of the City of St. Louis Records; thence leaving said line and in an Easterly direction parallel with the North line of Lot 23, South 86 degrees 57 minutes 04 seconds East a distance of 19.55 feet by deed and an distance of 20.15 feet by survey lo the West line of property conveyed to Richard Sass by Deed recorded in Deed Book M508 page 64 of the City of St. Louis Records; thence in a Southerly direction along the West line of said Richard Sass property, South 2 degrees 51 minutes 36 seconds West a distance of 100.00 feet to the point of beginning containing 2015 square feet and 0.046 Acres more or less.

Note: A portion of Kemper Avenue has been vacated by Ordinance No. 63602 of the City of St. Louis on December 1, 1995, together with Certificate of Compliance according to Affidavit recorded February 2, 1996 in Book 1184M page 1194 of the St. Louis City Records.

**5038 Kemper Avenue**

A tract of land located in City Block 4735 and in U. S. Survey 2037 a part in Gratiot League Square and being the western 57 feet of lots 47 and 62, all of lots 48 and 61, and the eastern 28 feet of lots 49 and 60 of the subdivision of the eastern part of the County Farm by County Court and a part of original street, Kemper Park, vacated by Ordinance 41677 and a part of the formerly Connecticut Avenue vacated by Ordinance 52892 and being the entire right-of-way width, 30 feet wide, and excepting therefrom a triangular portion on the southwestern corner owned by the Missouri Pacific Railroad Company and as more fully described as follows:

Beginning at the southeastern corner of above tract, said point being in the southern right-of-way line of the formerly Connecticut Street, 30 feet wide, and being N. 82 degrees 16'30" W, a distance of 1073.11 feet more or less from the intersection of the western right-of-way line of Kingshighway Boulevard, 100 feet wide, and the southern right-of-way line of Connecticut Street, 30 feet wide; thence N 7 degrees 23'42" E along a line parallel to and 57 feet east of western line of aforesaid lots 62 and 47, a distance of 463.49 feet to a point, said point being in the southern right-of-way line of the present Kemper Avenue, 60 feet wide; thence N 82 degrees 29'58" W along the northern line of above tract, said line being the southern line of aforesaid Kemper Avenue, a distance of 185 feet to a point, said point being the northwestern corner of the aforesaid tract; thence S 7 degrees 23'42" W along the western line of the aforesaid tract, also this western line being parallel to and 28 feet west of eastern line of aforesaid lots 49 and 60, a distance of 421.43 feet to a point, said point being an intermediate point in a curve of the northeastern right-of-way line of Missouri Pacific Railroad Company, 66 feet wide; thence southeastwardly along the aforesaid northeastern line of the Missouri Pacific Railroad Company on a curve deflecting to the left, an arc distance of 74.739 feet to a point in the aforesaid southern line of formerly Connecticut Street, aforesaid curve having a radius of 2184.7868 feet and the aforesaid curve's chord having a bearing of S 48 degrees 4l'47" E; thence S 82 degrees 16'30" E along aforesaid formerly southern line of Connecticut Street, a distance of 122.98 feet to the point of beginning, and containing 84,412.4860 square feet or 1.937844 acres more or less. Also this tract of land is subject to a 10 feet wide sewer easement recorded in Plat book 28 page 27 of the Recorder of Deeds of the City of St. Louis, which is located at the southwestern corner of aforesaid tract and parallel to the aforesaid Missouri Pacific Railroad Company right-of-way line.

**5010 Kemper Avenue**

THE EASTERN 43 FEET OF LOTS NUMBERED 47 AND 62 AND ALL OF LOTS NUMBERED 46 AND 63 AND THE WESTERN 7 FEET OF LOTS 45 AND 64 OF THE SUBDIVISION OF THE EAST PART OF THE COUNTY FARM AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 9 PAGE 11, TOGETHER WITH THAT PART OF KEMPER PARK ADJOINING SAID LOTS ON THE NORTH, AS VACATED BY ORDINANCE NO. 41677, AND THAT PART OF CONNECTICUT STREET 30 FEET WIDE, ADJOINING SAID LOTS ON THE SOUTH, AS VACATED BY ORDINANCE NO. 52982 AND IN BLOCK NO. 4735 OF THE CITY OF ST. LOUIS, HAVING AN ACTUAL FRONTAGE OF 150.08 FEET ON THE SOUTH LINE OF KEMPER AVENUE BY A DEPTH SOUTHWARDLY BETWEEN PARALLEL LINES OF 463.90 FEET ON THE EAST LINE AND 463 .42 FEET ON THE WEST LINE TO THE SOUTH LINE OF SAID SUBDIVISION, ACCORDING TO SURVEY EXECUTED BY MYERS, KELLER AND BYERS COMPANY, SURVEYORS & ENGINEERS ON JUNE 22ND THROUGH JUNE 24, 1965.

**5040 Arsenal Street**

**Parcel 1: Lots 13 and 24 and the Eastern 10 feet of Lots 14 and 23 of Subdivision of St. Louis County Farm and in Block 4733-WB of the City of St. Louis and a strip of ground 31 feet wide adjoining said Lots 23 and 24 on the South, vacated by Ordinance No. 41677, together fronting 110 feet on the South line of Arsenal Street, by a depth Southwardly of 431 feet, more or less, to the North line of Kemper Avenue.**

**5020 Arsenal Street**

Lots 10, 11, 12, 25, 26 and 27 of the Subdivision of St. Louis County Farm and in Block 4733-WB of the City of St. Louis, Missouri, together with a strip 33 feet, more or less, in width adjoining Lots 25, 26 and 27 on the South, being part of Kemper Park; now vacated, having an aggregate front of 240 feet on the South line of Arsenal Street, by an aggregate depth Southwardly of 433.69 feet on the East line and 433 feet, more or less, on the West line, to the North line of Kemper Avenue; bounded East by Hereford Street. Together with that portion of Hereford Street vacated by Ordinance No. 45386 and approved June 29, 1950, by the City of St. Louis.

**Vacated Portions of Kemper Avenue**

A TRACT OF LAND BEING PART OF KEMPER AVENUE (60 FEET WIDE) ADJACENT TO CITY BLOCKS 4733-WB AND 4735 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ABOVE SAID CITY BLOCK 4733-WB, SAID CORNER BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF KEMPER AVENUE (60 FEET WIDE) AND THE WEST RIGHT-OF-WAY LINE OF HEREFORD STREET (60 FEET WIDE); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF KEMPER AVENUE, NORTH 82 DEGREES 30 MINUTES 00 SECONDS WEST, 82.34 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE LEAVING LAST SAID NORTH LINE, SOUTH 07 DEGREES 30 MINUTES 00 SECONDS WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID KEMPER AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO KEMPER AVENUE ASSOCIATES (NOW KEMPER-THEMIS, LLC) BY INSTRUMENT RECORDED IN DEED BOOK 314 PAGE 134 OF THE CITY OF ST. LOUIS, MISSOURI RECORDS; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF KEMPER AVENUE, SAID LINE ALSO BEING THE NORTH LINE OF ABOVE SAID CITY BLOCK 4735, NORTH 82 DEGREES 30 MINUTES 00 SECONDS WEST, 157.66 FEET TO A POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND BEING A PORTION OF KEMPER ROAD VACATED BY ORDINANCE NO. 68544 OF SAID CITY; THENCE LEAVING LAST SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID VACATED PORTION, NORTH 07 DEGREES 30 MINUTES 00 SECONDS EAST, 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID KEMPER ROAD, SAID POINT BEING THE NORTHEAST CORNER OF SAID VACATED PORTION; THENCE LEAVING LAST SAID EAST LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 82 DEGREES 30 MINUTES 00 SECONDS EAST, 157.66 FEET TO THE POINT OF BEGINNING AND CONTAINS 9459 SQUARE FEET, OR 0.217 ACRES, MORE OR LESS ACCORDING TO A SURVEY BY THE STERLING COMPANY DURING THE MONTH OF NOVEMBER, 2013.

PART OF KEMPER (60'W) AVENUE, ADJACENT TO CITY BLOCKS 4733WB AND 4735 IN THE CITY OF ST. LOUIS, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID CITY BLOCK 4733WB;

THENCE ALONG THE NORTH LINE OF KEMPER (60'W) AVENUE, NORTH 82 DEGREES 42 MINUTES 28 SECONDS WEST A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE OF KEMPER (60'W) AVENUE, SOUTH 07 DEGREES 17 MINUTES 32 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF SAID KEMPER (60'W) AVENUE;

THENCE ALONG SAID SOUTH LINE OF KEMPER (60'W) AVENUE, NORTH 82 DEGREES 42 MINUTES 28 SECONDS WEST A DISTANCE OF 130.25 FEET TO THE EAST LINE OF VACATED KEMPER (60'W) AVENUE AS PER ORDINANCE 63602;

THENCE ALONG SAID EAST LINE OF VACATED KEMPER (60'W) AVENUE AS PER ORDINANCE 63602, NORTH 07 DEGREES 10 MINUTES 06 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE AFORESAID NORTH LINE OF KEMPER (60'W) AVENUE;

THENCE ALONG SAID NORTH LINE OF KEMPER (60'W) AVENUE, SOUTH 82 DEGREES 42 MINUTES 28 SECONDS EAST A DISTANCE OF 130.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,819 SQUARE FEET OR 0.179 ACRES ACCORDING TO A SURVEY BY THE STERLING COMPANY DURING JULY OF 2009.

Exhibit B

INSURED VALUES

Luxco, Inc.
Global Statement of Values
09/30/2020 - 09/30/2021

Refer to Global SOV tab for column clarification

Location Details

| Country | Entity | Loc# | Bldg# | Street Address | City | State | Zip | County | Currency | Building Value (RC) |
|---|---|---|---|---|---|---|---|---|---|---|
| USA | Luxco, Inc | 3 | | 5040 Arsenal Ave. | St. Louis | MO | 63139 | St Louis | USD | $1,250,000 |
| USA | Luxco, Inc | 37 | | 5020 Arsenal Street | St. Louis | MO | 63139 | St Louis | USD | $1,000,000 |

Luxco, Inc.
Global Statement of Values
09/30/2020 - 09/30/2021

Refer to Global SOV tab for column clarification

Location Details

| Country | Entity | Loc# | Bldg# | Street Address | City | State | Zip | County | Currency | Building Value (RC) | Improvements/ Betterments (RC) | Personal Property (RC) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| USA | Luxco, Inc | 1 | | 5050 Kemper Ave. | St. Louis | MO | 63139 | St Louis | USD | $6,000,000 | | $250,000 |
| USA | Luxco, Inc | 2 | | 5038 Kemper Ave. | St. Louis | MO | 63139 | St Louis | USD | $2,000,000 | | $0 |
| USA | Luxco, Inc | 45 | | 5010 Kemper Ave. | St. Louis | MO | 63139 | St Louis | USD | $2,600,000 | | $0 |

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NEWS RELEASE

# MGP Ingredients Completes Acquisition of Luxco

*Combined company materially increases MGP's scale in the branded-spirits sector and establishes an additional platform for future growth*

**ATCHISON, Kan., April 1, 2021 — MGP Ingredients, Inc. (Nasdaq: MGPI),** a leading supplier of premium distilled spirits and specialty wheat proteins and starches, has completed its previously announced acquisition of Luxco, Inc. and its affiliated companies ("Luxco") effective April 1, 2021.

The acquisition is the latest action driven by MGP's long-term strategy focused on shifting to higher value-added products and significantly diversifies the business. The transaction is additionally expected to improve MGP's gross margin and cash flow generation profile, and management expects EPS to be low to middle single digit percentage accretive in the first full year following its close, excluding one-time transaction expenses.

"By adding a highly respected company and its team to our organization, we are in a strong position to enhance our value proposition and execute our long-term growth strategy," said David Colo, president and CEO of MGP Ingredients, Inc. "We welcome Donn and his family to the MGP shareholder base and look forward to growing our combined business. Our new organization will be stronger together as we optimize operational capabilities and leverage this additional platform for sustainable growth."

**About MGP Ingredients, Inc.**
Founded in 1941, MGP **(Nasdaq: MGPI)** is a leading supplier of premium distilled spirits and specialty wheat proteins and starches. Distilled spirits include bourbon and rye whiskeys, gins and vodkas, which are carefully crafted through a combination of art and science backed by a long history of experience. The company's proteins and starches are created in the same manner and provide a host of functional, nutritional and sensory benefits for a wide range of food products. MGP additionally is a top producer of high quality industrial alcohol for use in both food and non-food applications. The company is headquartered in Atchison, Kansas, where it produces premium distilled spirits and food ingredients. The company also produces premium distilled spirits in Washington, D.C., and at its historic distillery in Lawrenceburg, Indiana. For more information, visit mgpingredients.com.

**About Luxco, Inc.**
Founded in St. Louis in 1958 by the Lux Family, Luxco is a leading producer, supplier, importer and bottler of beverage alcohol products. Our mission is to meet the needs and exceed the expectations of consumers, associates and business partners. Lux Row Distillers brings the family's legacy to the heart of Bourbon Country in Bardstown, Kentucky and is now the home of Luxco's bourbon portfolio, including Ezra Brooks, Rebel, Blood Oath, David Nicholson and Daviess County. Luxco has also built a distillery in the highlands of Jalisco, Mexico – Destiladora González Luxco – where the company's 100 percent agave tequilas, El Mayor and Exotico, are produced. Luxco's innovative and high-quality brand portfolio also includes Everclear Grain Alcohol, Pearl Vodka, Saint Brendan's Irish Cream, The Quiet Man Irish Whiskey, and other well-recognized brands. For more information about the company and its brands, visit www.luxco.com.

**Cautionary Note Regarding Forward-Looking Statements**
This news release contains forward-looking statements as well as historical information. All statements, other than statements of historical facts, included in this news release regarding the prospects of our industry and our prospects, plans, financial position, business strategy, guidance on changes in operating

income, sales, gross margin, and future effective tax rate may constitute forward-looking statements. In addition, forward-looking statements are usually identified by or are associated with such words as “intend,” “plan,” “believe,” “estimate,” “expect,” “anticipate,” “hopeful,” “should,” “may,” “will,” “could,” “encouraged,” “opportunities,” “potential,” and/or the negatives or variations of these terms or similar terminology. The forward-looking statements contained herein include, but are not limited to, statements about the expected effects on MGP Ingredients, Inc. ("the Company") of the proposed acquisition of Luxco, Inc. and its affiliates ("Luxco"), the expected timing and conditions precedent relating to the proposed acquisition of Luxco, anticipated earnings enhancements, synergies and other strategic options. Forward looking statements are usually identified by or are associated with such words as “intend,” “plan,” “believe,” “estimate,” “expect,” “anticipate,” “hopeful,” “should,” “may,” “will,” “could,” “encouraged,” “opportunities,” “potential,” and/or the negatives or variations of these terms or similar terminology.

These forward-looking statements reflect management’s current beliefs and estimates of future economic circumstances, industry conditions, Company performance, and Company financial results and financial condition and are not guarantees of future performance. All such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those contemplated by the relevant forward-looking statements. Important factors that could cause actual results to differ materially from our expectations include, among others: (i) the satisfaction of the conditions to closing the transaction to acquire Luxco in the anticipated timeframe or at all; (ii) the failure to obtain necessary regulatory approvals related to the acquisition of Luxco; (iii) the ability to realize the anticipated benefits of the acquisition of Luxco; (iv) the ability to successfully integrate the businesses; (v) disruption from the acquisition of Luxco making it more difficult to maintain business and operational relationships; (vi) significant transaction costs and unknown liabilities; (vii) litigation or regulatory actions related to the proposed acquisition of Luxco, and (viii) the financing of the acquisition of Luxco. Additional factors that could cause results to differ materially include, among others, (i) disruptions in operations at our Atchison facility, our Indiana facility, or any Luxco facility, (ii) the availability and cost of grain and flour, and fluctuations in energy costs, (iii) the effectiveness of our grain purchasing program to mitigate our exposure to commodity price fluctuations, (iv) the effectiveness or execution of our strategic plan, (v) potential adverse effects to operations and our system of internal controls related to the loss of key management personnel, (vi) the competitive environment and related market conditions, (vii) the impact of the COVID-19 pandemic, (viii) the ability to effectively pass raw material price increases on to customers, (ix) our ability to maintain compliance with all applicable loan agreement covenants, (x) our ability to realize operating efficiencies, (xi) actions of governments, and (xii) consumer tastes and preferences. For further information on these and other risks and uncertainties that may affect our business, including risks specific to our Distillery Products and Ingredient Solutions segments, see Item 1A. Risk Factors of our Annual Report on Form 10-K for the year ended December 31, 2020.

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**For More Information**
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