

**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): December 19, 2024

MGP Ingredients, Inc.

(Exact name of registrant as specified in its charter)

0-17196

(Commission
File Number)

45-4082531

(IRS Employer
Identification No.)

Kansas
(State or other jurisdiction
of incorporation)

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

On December 20, 2024, MGP Ingredients, Inc. (the “Company”) announced the appointment of Brandon M. Gall, the Company’s Vice President of Finance and Chief Financial Officer and Treasurer, to the additional position of Interim President and Chief Executive Officer, effective January 1, 2025. Mr. Gall will succeed David S. Bratcher, whose service as Chief Executive Officer and President, and employment with the Company, will end at the close of business on December 31, 2024, under circumstances entitling him to severance benefits under his employment agreement. Mr. Bratcher has also resigned from his service on the Company’s Board of Directors (the “Board”) effective at the close of business on December 31, 2024. Following his separation from the Company, Mr. Bratcher plans to retire. The Company is commencing a search, including internal and external candidates, for a permanent successor President and Chief Executive Officer.

The Company also announced that Donn Lux, a current member of the Board, will succeed Karen Seaberg as Chairman of the Board, effective January 1, 2025. Ms. Seaberg will remain a director.

Mr. Gall, age 43, has served as the Company’s Chief Financial Officer and Vice President of Finance since April 2019 and as Treasurer since May 2023. Mr. Gall joined the Company in 2012. He previously served as the Company’s Corporate Controller from June 2018 to March 2019, Director of Supply Chain and New Business Development Finance from May 2014 to May 2018, and Director of Financial Planning and Analysis from January 2012 to April 2014.

In connection with this transition, the Human Resources and Compensation Committee of the Company’s Board of Directors (the “Committee”) approved the following compensation for Mr. Gall, which is set forth in a letter agreement between the Company and Mr. Gall (the “Interim Service Agreement”): (i) an increase in base salary to \$525,000, (ii) a target short-term incentive award for 2025 equal to 100% of his base salary set forth above, pro-rated for the period of his interim service, (iii) a one-time \$100,000 supplemental cash incentive payment, and (iv) a one-time special restricted stock unit (“RSU”) award valued at \$525,000 that vests on the second anniversary of the date of grant and that will continue to vest in the event of an involuntary termination without cause or resignation for good reason. Mr. Gall’s long-term incentive target award opportunity will continue to be 115% of his base salary.

To facilitate a smooth transition, the Company and Mr. Bratcher entered into a letter agreement pursuant to which Mr. Bratcher agreed to provide certain transition services (the “Transition Agreement”). The Transition Agreement also describes the payments and benefits Mr. Bratcher is entitled to receive, pursuant to the terms of his employment agreement, in connection with his separation, provided that he signs and does not rescind a release in favor of the Company. The Company also agreed to reimburse Mr. Bratcher for the cost of continued health insurance for up to six months in exchange for Mr. Bratcher’s agreement to the terms of the Transition Agreement and the release, including Mr. Bratcher’s agreement not to compete with the Company through February 14, 2027.

In addition, on December 19, 2024, the Committee approved a new form of Restricted Stock Unit Award Agreement (the “Award Agreement”) with respect to the granting of RSUs under the MGP Ingredients, Inc. 2024 Equity Incentive Plan. The Award Agreement provides for dividend equivalents, and each unit represents the right to receive a share of the Company’s common stock once the award vests. RSUs under the Award Agreement vest based on service; however, vesting will accelerate in the event of death, disability, retirement, or a termination without cause or for good reason within 18 months following a change in control.

The foregoing descriptions of the Interim Service Agreement, the Transition Agreement, and the Award Agreement are qualified by reference to the full text of the agreements, which are filed as Exhibits 10.1, 10.2, and 10.3 hereto, respectively, and are incorporated herein by reference.

Attached as Exhibit 99.1 is a press release announcing the foregoing leadership transitions.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Interim Service Agreement between Brandon M. Gall and MGP Ingredients, Inc. dated as of December 19, 2024
10.2	Transition Agreement between David S. Bratcher and MGP Ingredients, Inc. dated as of December 19, 2024
10.3	Form of Restricted Stock Unit Award Agreement under the 2024 Equity Incentive Plan
99.1	Press Release dated December 20, 2024
104	The cover page from this Current Report on Form 8-K, formatted in iXBRL (Inline Extensible Business Reporting Language)

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: December 20, 2024

By: /s/ Brandon M. Gall
Brandon M. Gall, Vice President, Finance and Chief Financial Officer



MGP Ingredients, Inc.
Cray Business Plaza
100 Commercial St., P.O. Box 130
Atchison, Kansas 66002-0130
800.255.0302
www.mgpingredients.com

December 19, 2024

Dear Brandon:

On behalf of MGP Ingredients, Inc. (the "Company"), and following up on our discussion, this letter confirms the changes to your position, duties, and compensation effective as of January 1, 2025 (the "Effective Date").

As of the Effective Date, the following terms concerning your employment will be in effect:

Position: You will continue to be employed by the Company as its Vice President of Finance and Chief Financial Officer and Treasurer. You also will be appointed by the Company's Board of Directors (the "Board") as the Company's Interim President and Chief Executive Officer, reporting to the Board and serving at the pleasure of the Board. You agree to continue to devote substantially all of your business time and reasonable best efforts to the performance of your duties to the Company and to not engage in any other business activities that could conflict with your duties or services to the Company.

Compensation: As consideration for your service as Interim President and Chief Executive Officer, you will receive the following compensation:

Base Salary: Your annual base salary will increase to \$525,000.00, less applicable withholdings and payable in accordance with the Company's standard payroll practices. For the avoidance of doubt, if applicable, this base salary will continue following your service as Interim President and Chief Executive Officer.

Short-Term

Incentive: For the portion of 2025 during which you serve as the Company's Interim President and Chief Executive Officer, your target short-term incentive award (meaning, the cash bonus to be paid out in early 2026 based on performance during 2025) pursuant to the Company's Short-Term Incentive Plan (as may be amended from time to time, the "STI Plan") for the attainment of the Company's 2025 performance measures will be 100% of your annual base salary as the Company's Interim President and Chief Executive Officer.

Supplemental

Cash Incentive: You will receive a one-time supplemental \$100,000.00 cash incentive payment, less applicable withholdings and payable on the Company's next regular payroll date following January 1, 2025.

Special RSU

Award: You will receive a one-time restricted stock unit ("RSU") award with a value of \$525,000.00 on January 1, 2025, whereby the number of shares subject to the RSU award will be determined by dividing \$525,000.00 by the closing price of a share of the Company's common stock on the last trading day prior to the date of grant (which will be the closing price on December 31, 2024). This RSU award will vest in full on the second anniversary of the date of grant, subject to the same terms and condition as set forth in the Company's current form of RSU agreement approved by the Human Resources and Compensation Committee (the "Form RSU Agreement"); provided, however, that notwithstanding anything to the contrary therein, the RSUs will continue to vest in accordance with the scheduled vesting date set forth above in the event that your employment with the Company is involuntarily terminated without Cause or you terminate your employment for Good Reason. For purposes of the foregoing sentence, "Cause" and "Good Reason" are defined as set forth in the Form RSU Agreement, provided that for purposes of the Good Reason definition, your compensation, title, reporting relationship, authority, duties, and responsibilities are those as in effect on the date of this letter, without the adjustments set forth above related to your service as Interim President and Chief Executive Officer.

Other Terms: Your long-term incentive target award opportunity will continue to have a value of your 115% of your annual base salary. You will be entitled to an automobile allowance of a taxable amount of \$600.00 per month (with an aggregate annual amount of \$7,200.00) and reimbursement for gas expenses in accordance with applicable Company policy, for so long as such benefit is provided to other executive officers of the Company. All other terms and conditions of your current employment with the Company, including with respect to employee benefits and expense reimbursements and compliance with all Company policies, will remain in effect, including your participation in the Severance Plan, for which purpose you will continue to be treated as a participant other than the chief executive officer notwithstanding your service as Interim President and Chief Executive Officer. Your employment with the Company remains "at will," meaning that it could be terminated at any time, with or without notice and for any or no reason, at the option of either you or the

Company. You also should understand that, other than with respect to the compensation and benefits identified in this letter with respect to your period of service as Interim President and Chief Executive Officer, the compensation and benefits described in this letter are subject to change during your employment at the discretion of the Company.

This letter sets forth our entire agreement and understanding and supersedes any and all other agreements, either oral or in writing, between the Company and you with respect to the subject matter of this letter. For avoidance of doubt, this letter is not intended to, and does not, modify the terms of any other written agreement between you and the Company, including any agreement addressing non-disclosure of Company information or your equity awards. This letter will be governed by and construed in accordance with the laws of the State of Kansas.

We look forward to you taking on the additional Interim President and Chief Executive Officer role. If you have any questions regarding this letter, please do not hesitate to contact me.

Sincerely,

/s/ Karen Seaberg
Karen Seaberg
Chairman of the Board

I have read and accept the terms of this letter.

/s/ Brandon M. Gall
Brandon M. Gall

December 19, 2024
Date



MGP Ingredients, Inc.
Cray Business Plaza
100 Commercial St., P.O. Box 130
Atchison, Kansas 66002-0130
800.255.0302
www.mgpingredients.com

December 19, 2024

David S. Bratcher

Re: Transition Agreement

Dear David,

This letter agreement (this "Transition Agreement") confirms the transition of your responsibilities as President and Chief Executive Officer of MGP Ingredients, Inc. (the "Company") effective at the close of business on December 31, 2024, and the terms of your continuing relationship with the Company as set forth herein.

Your employment with the Company will end effective as of the close of business on December 31, 2024 (the "Separation Date"). You hereby resign from your service as a member of the Company's Board of Directors (the "Board"), and as an officer, manager or director of any subsidiaries of the Company, effective at the close of business on December 31, 2024, and will sign any such form of resignation to reflect the foregoing as may be requested by the Company for purposes of the Company's corporate records.

While you are employed by the Company from the date of this Transition Agreement through December 31, 2024 (the "Transition Period"), (1) the Company will continue to pay you your current base salary, and (2) your current benefits will continue. During or after the Transition Period, you are not eligible for any additional incentive or equity-based compensation from the Company other than the continued base salary specified above and the Consideration and Supplemental Consideration described and defined below (subject to the terms and conditions of this Transition Agreement and the Release (as defined below)).

You will be paid for any accrued and unused vacation days and any unreimbursed expenses within thirty (30) days following the Separation Date.

Transition Services

During the Transition Period, you will remain in the role of President and Chief Executive Officer of the Company.

Commencing on January 1, 2025 and continuing for twenty-four (24) months, you agree to provide such transition assistance and advice on strategic matters (the "Consulting Services") as may be reasonably requested by the CEO (including any Interim CEO) or the Board. These

Consulting Services are not provided according to a set schedule, but you agree to be reasonably available (at reasonable times and upon reasonable request) for the provision of such transition services, and you will perform the Consulting Services in a timely and professional manner using his best efforts and in compliance with applicable law and Company policies then in effect, but otherwise on your schedule and while working from your desired work location. You will report to the CEO or the Board, as requested, in connection with any Consulting Services.

Compensation Related to Separation

If: (1) you do not end your employment before the Separation Date, (2) you execute and deliver to the Company the enclosed Release (the “Release”) after the Separation Date and before expiration of the consideration period identified in the Release, (3) you do not revoke the Release during the revocation period identified in the Release, and (4) you comply with all terms of the Release, then, pursuant to the terms of your employment agreement with the Company effective January 1, 2024 (“Employment Agreement”), the Company will provide you with (collectively, the “Consideration”):

- (a) \$1,250,000, which is the amount equal to the product of two (2) times your base salary, less applicable withholdings, which shall be paid in equal installments on the Company’s regular payroll dates for a period of twenty four (24) months beginning on the Separation Date, provided that any installment payments due prior to the date that the Release becomes effective will be delayed and paid on the Company’s first scheduled payroll date following the effectiveness of the Release;
- (b) the Pro-Rata Bonus (as defined in your Employment Agreement), to the extent earned under the STI award for fiscal 2024;
- (c) the Pro-Rata LTI Award (as defined in your Employment Agreement), to the extent earned for LTI performance year 2024 in accordance with the Company’s LTI program; and
- (d) the following RSUs (as defined in your Employment Agreement), which represent all RSUs that have been granted to you, but that have not vested as of the Separation Date, will remain outstanding and will vest to the same extent as if your employment with the Company continued through the expiration of the latest vesting period of the last RSU listed below, which is February 14, 2027:

Grant Date	Unvested Shares	Scheduled Vesting Date
2/14/2024	3,926	2/14/2025
2/14/2024	3,926	2/14/2026
2/14/2024	3,927	2/14/2027
2/16/2023	7,355	2/16/2026
2/10/2022	5,679	2/10/2025

In addition, if you satisfy all of the conditions identified above to receive the Consideration, and you take all steps necessary to continue your group health insurance coverage with the Company following the Separation Date (including completing and returning the forms necessary to elect coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”)), then, as additional consideration for your agreement to the terms of this Transition Agreement and the Release (including specifically your agreement to the non-competition covenant included in Section IV.A. of the Release), the Company will reimburse you for the cost of continuing COBRA coverage (based on the level of coverage elected by you immediately prior to the Separation Date) for the lesser of any of the following time periods: (1) a six (6) month period after the Separation Date, (2) until you otherwise become eligible for medical coverage as a result of other employment, or (3) when you are no longer eligible for COBRA coverage for any other reason (the “Supplemental Consideration”). For avoidance of doubt, your eligibility for the Supplemental Consideration under this Transition Agreement and the Release ends if you become eligible for any other employer-sponsored medical benefits, and you are obligated to notify the Company immediately if you obtain eligibility for other coverage. You are solely responsible for, and promise to pay, any income or other taxes, interest or penalties owed with respect to any Supplemental Consideration payment.

You agree that, apart from the Consideration and the Supplemental Consideration, you are not entitled to any payments or other consideration from the Company. Specifically, you agree that after the Separation Date, you no longer have any coverage or entitlement to benefits or contributions under any of Company’s benefit plans, except as stated herein or required by applicable law and with the exception of employee’s vested 401(k) account, including the right to continued health benefits under the COBRA per federal and/or state guidelines.

For avoidance of doubt, you acknowledge and agree that you are not entitled to receive, and will not receive, any severance pay or benefits under the Company’s Amended and Restated Executive Severance Plan or under any other Company plan or program related to your resignation or your ultimate separation from employment with the Company.

Continuing Obligations

You hereby reaffirm your commitments and obligations under Sections 7 and 8 of your Employment Agreement, which provisions shall remain in full force and effect in accordance with their terms.

Miscellaneous

Finally, you agree to return all records, correspondence, property, equipment and documents in your possession belonging to the Company or containing confidential information regarding the Company or its businesses no later than the Separation Date.

This Transition Agreement may be amended or modified only by an agreement in writing signed by you and an authorized representative of the Company.

Please confirm your agreement to the terms of this Transition Agreement by countersigning and returning it to Erika Lapish no later than 4:00 p.m. Central Time on December 19, 2024.

We thank you for your service to the Company and look forward to working with you during the Transition Period.

Sincerely,
/s/ Karen Seaberg
Karen Seaberg
Chairman of the Board

Enclosure: Release

Acknowledgement and Acceptance:

By signing below, I accept and agree to the terms and conditions of this Transition Agreement as set forth above.

/s/ David S. Bratcher Date: December 19, 2024
David S. Bratcher

RELEASE

This RELEASE AGREEMENT (“Agreement”) is entered into by and between, MGP Ingredients, Inc. and its present and future divisions, subsidiaries, successors, affiliates, and owners, and each of their directors, officers, managers, employees, trustees, employee benefit plans, employee benefit plan administrators, agents and representatives, affiliates, subsidiaries and successors (the “Company”) and David S. Bratcher (“Employee”). In consideration of the mutual covenants, conditions and promises set forth in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

I. EMPLOYMENT SEPARATION

A. Separation Date. Employee’s last day of employment and service as an officer or director with the Company was December 31, 2024 (the “Separation Date”).

B. Effective Date. This Agreement will become effective on the eight (8th) calendar day after Employee’s execution of this Agreement, as set forth in Section III(B) below, provided that Employee does not exercise the Employee’s right to revoke as set forth in Section III(B) below.

II. CONSIDERATION

A. Payments. In consideration and exchange for the promises contained herein, including in Sections III and IV below, and subject to Employee’s satisfaction of all conditions identified in in this Agreement, the Company agrees to provide Employee the Consideration and the Supplemental Consideration (as defined in the transition letter agreement dated December 19, 2024 (the “Transition Agreement”).

III. GENERAL WAIVER, RELEASE AND COVENANT NOT TO SUE BY EMPLOYEE

A. Release and Covenant Not to Sue. In exchange for the Consideration and other promises herein, and as a material inducement to the Company to enter into this Agreement, Employee agrees, for himself, his heirs, executors, administrators, representatives, successors and assigns and anyone claiming by, through or for Employee, or anyone making a claim on Employee’s behalf, to irrevocably and unconditionally waive, release and forever discharge the Company, and its present, past, and future parents, subsidiaries, and affiliated corporations, divisions, affiliates, predecessors, principals, partners, joint ventures, representatives, successors, and assigns, and their past and present owners, directors, officers, managers, employees, stockholders, attorneys, agents, and insurers, and all persons acting by, through, under or in concert with any of them and all other persons, firms and corporations whomsoever in their individual, corporate, or official capacities (collectively “Released Parties”), from any and all

liability, actions, causes of actions, common law claims, statutory claims under state or federal law including any rights and claims under Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Family & Medical Leave Act, the Age Discrimination in Employment Act, the Sarbanes-Oxley Act, the Worker Adjustment Retraining Notification Act (“WARN”), Missouri Human Rights Act, Mo. Ann. Stat. §§ 213.010 to 213.137; Missouri Service Letter statute, Mo. Ann. Stat. § 290.140; Missouri Minimum Wage Law, Mo. Ann. Stat. §§ 290.500 to 290.530; Missouri Wage Payment Law, Mo. Ann. Stat. §§ 290.010 to 290.590; Kansas Act Against Discrimination, K.S.A. § 44-1001, et seq.; Kansas Age Discrimination in Employment Act, K.S.A. § 44-1111, et seq.; Kansas Commission on Civil Rights Rules and Regulations, Kan. Admin. Regs. Vol. 1, Agency 21; Kansas Equal Pay Law, K.S.A. § 44.1205; Kansas Infectious Disease Act, K.S.A. § 65-6001, et seq.; Kansas Minimum Wage and Maximum Hour Law, K.S.A. 44.1201, et seq.; Kansas Statutory Provisions Regarding Discrimination Against Military Personnel, K.S.A. §§ 44-1125 to 44-1128; Kansas Statutory Provisions Regarding Discrimination or Retaliation Against Victims of Domestic Violence, K.S.A. §§ 44-1131 to 44-1133, and any state’s human rights act, wage payment act, civil rights laws, or similar laws, any law governing any aspect of employment, and any amendments thereto, any claim under any state or federal common law, statute, regulation or ordinance, breach of contract claims, negligence and/or gross negligence claims, bad faith claims, breach of any collective bargaining agreement claims, and all demands, damages expenses, fees (including attorney’s fees, court costs, expert witness fees, etc.), which Employee may now or hereafter have against the Released Parties and/or have on account of, arising out of, or in connection with all interactions, transactions or contracts, express or implied, between Employee and the Released Parties, including, but not limited to Employee’s employment and the ending thereof, or any acts, transactions, or occurrences between the Employee and the Released Parties through the date of this Agreement.

Without waiving any prospective or retrospective rights under the Fair Labor Standards Act (“FLSA”) and/or any equivalent state law, Employee admits that Employee has received from the Company all rights and benefits, if any, potentially due to Employee pursuant to the FLSA and/or any other relevant laws. It is the parties’ intent to release all claims which can legally be released, as such, this release does not apply to those claims which as a matter of law cannot be released. Employee states that Employee is aware of no facts (including any injuries or illnesses) which might lead to Employee’s filing of a workers’ compensation claim against the Released Parties, and Employee warrants and agrees that Employee has not suffered any work injury that Employee has not previously disclosed to the Company.

Employee understands that nothing contained in this Agreement limits Employee’s ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission (“Government Agencies”). Employee further understands that this Agreement does not limit Employee’s ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Employee’s

right to receive an award for information provided to any Government Agencies. On the other hand, Employee waives and releases any right to any claims for money damages and equitable relief pursuant to the filing or prosecution of any administrative charge against the Company or any resulting civil proceeding or lawsuit that may be commenced on Employee's behalf for the recovery of such relief, and which arises out of the matters that are and may be released in this Agreement. Additionally, nothing in this Agreement shall be interpreted or applied in a manner that affects or limits Employee's ability to challenge this Agreement's compliance with notice and other requirements of the Age Discrimination in Employment Act and/or the Older Workers Benefit Protection Act, and nothing in this Agreement prohibits or restricts Employee's ability to discuss or disclose allegations relating to sexual harassment or sexual assault.

THIS MEANS THAT BY SIGNING THIS AGREEMENT EMPLOYEE WILL HAVE WAIVED ANY RIGHT HE MAY HAVE TO RECOVER IN A LAWSUIT OR OTHER ACTION AGAINST RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO THE COMPANY BASED ON ANY ACTIONS OR OMISSIONS MADE BY THE RELEASED PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS WHICH IN ANY WAY ARISE FROM OR RELATE TO EMPLOYEE'S EMPLOYMENT RELATIONSHIP AND THE SEPARATION OF EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR ANY ACTS, TRANSACTIONS, OR OCCURRENCES BETWEEN EMPLOYEE AND THE RELEASED PARTIES THAT TOOK PLACE AT ANY TIME, UP TO THE DATE OF THE SIGNING OF THIS AGREEMENT.

B. Acknowledgements. Employee acknowledges that Employee has read and understands this Agreement, and Employee specifically acknowledges the following:

- (1) That Employee has been advised by the Company to consult with an attorney, and has had the opportunity to consult with an attorney, before signing this Agreement;
- (2) That Employee has twenty-one (21) calendar days from the date on which Employee receives this Agreement or the Separation Date, whichever is later and not including the date on which Employee receives this Agreement or the Separation Date (as applicable) (the "Consideration Period"), in which to consider and sign this Agreement and Employee understands this signed Agreement must be returned to the Company, in care of Erika Lapish, Vice President, Chief Human Resources Officer, 100 Commercial Street, Atchison, Kansas 66002 either by hand, email or mail, no later than the last day of such 21-day period;
- (3) That Employee is waiving age discrimination claims under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §621, et seq., and all amendments thereto, as part of the release of claims as described in Section III(A) above;

- (4) That if Employee signs this Agreement, Employee may revoke this Agreement within seven (7) calendar days after the date on which Employee signs this Agreement, not counting the day in which Employee signs this Agreement. To be effective, any revocation must be in writing and delivered to the Company, in care of Erika Lapish, Vice President, Chief Human Resources Officer, 100 Commercial Street, Atchison, Kansas 66002 either by hand, email or mail, within the applicable 7-day period. Should Employee exercise Employee's right to revoke this Agreement pursuant to the terms of this Section, Employee will have no right to the Consideration or the Supplemental Consideration described in Section II herein; and
- (5) That Employee states and warrants that the information provided in this Agreement provide sufficient information for Employee to knowingly and voluntarily release any claims based upon the ADEA.

C. Continuing Rights. Nothing in Section III(A) or in Section IV of this Agreement limits Employee's right to: (1) elect any rights to health care coverage under COBRA or applicable state law; (2) apply for unemployment compensation benefits (the Company does not decide whether Employee will receive such benefits); (3) pursue claims for alleged workplace injuries or occupational disease that arise under any state's workers' compensation laws; (4) pursue claims that may arise after Employee signs this Agreement; (5) enforce this Agreement; or (6) indemnification under any applicable indemnification policy of the Company, including without limitation, any general liability or "directors and officers" insurance policy, the Company's governing documents or applicable law.

IV. POST-SEPARATION OBLIGATIONS

A . Ongoing Restrictive Covenants and Non-Competition Covenant. Employee hereby reaffirms Employee's commitments and obligations under Sections 7 and 8 of his employment agreement effective January 1, 2024 (the "Employment Agreement"), which provisions shall remain in full force and effect in accordance with their terms. In addition, in consideration for the Company providing the Supplemental Consideration, Employee agrees that for a period ending on the Final Vesting Date (as defined in the Employment Agreement), Employee shall not, directly or indirectly, including as an owner (other than less than 2% ownership in any publicly-traded company), employee, independent contractor, agent, representative, or other relationship of or with any company or business, engage in any business activity which is competitive with, or substantially similar, to the business engaged in by the Company, with Employee specifically agreeing that Employee's acknowledgement and agreement with respect to reasonableness as set forth in Section 7(d) of the Employment Agreement also applies to this non-competition covenant. For avoidance of doubt, Employee hereby agrees and acknowledges that the "Final Vesting Date" for purposes of Employee's ongoing restrictions under Section 7 of the Employment Agreement and Employee's non-competition obligation under this Section IV(A) is February 14, 2027.

B . Non-Admission of Liability. Employee and the Company acknowledge and agree that this Agreement does not constitute an admission concerning any liability or wrongdoing on the part of either the Company or Employee, and each party expressly denies any such liability or violation.

C . Governing Law and Venue. This Agreement is made and shall be enforced pursuant to the laws of the State of Kansas without regard to its conflict of laws principles. The Parties agree that any and all litigation surrounding Employee's employment, the ending thereof, or this Agreement will be subject to the substantive laws of Kansas.

D . Expenses. In the event of any litigation between Employee and the Company relating to this Agreement or the Transition Agreement and their rights hereunder or thereunder, the prevailing party shall be entitled to recover all reasonable litigation costs and reasonable attorneys' fees and expenses from the non-prevailing party (limited to one counsel for such party and one local counsel, if appropriate).

E . Non-Assignment of Claims. Employee represents and warrants that Employee has not sold, assigned, transferred, conveyed or otherwise disposed of to any third-party, by operation of law or otherwise, any action, cause of action, suit, debt, obligation, account, contract, agreement, covenant, guarantee, controversy, judgment, damage, claim, counterclaim, liability or demand of any nature whatsoever relating to any matter covered by this Agreement.

F . Severability. Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.

G . Section 409A. The payments under this Agreement are intended to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder ("Section 409A") and will be construed and administered in accordance with Section 409A or an applicable exemption to the maximum extent possible. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to the separation pay plan exception and/or the short-term deferral exception will be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement shall only be made in the event of a "separation from service" under Section 409A. If payment of any amount subject to Section 409A is triggered by a separation from service that occurs while Employee is a "specified employee" (as defined by Section 409A) with, and if such amount is scheduled to be paid within six months after such separation from service, the amount shall accrue without interest and shall be paid on the first business day after the end of such six-month period, or, if earlier, within 15 days after Employee's death. If any payment subject to Section 409A could occur in either of two years, the payment will occur in the later year. Nothing herein shall be construed as a guarantee of any particular tax treatment. Company makes no representation that this Agreement or any payments hereunder comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that Employee may incur under Section 409A.

H . Entire Agreement; Modification. The parties agree that the Transition Agreement and this Agreement are the entire agreements between the parties with respect to the subject matter of the Transition Agreement and this Agreement. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement, with the exception of the Transition Agreement, Sections 7 and 8 of the Employment Agreement, and the outstanding RSU award agreements between Employee and the Company, which shall remain in full force and effect, and/or any other obligations which, by their terms or by operation of law, survive the ending of Employee's employment with the Company. In such event, the confidentiality obligations of this Agreement will supplement, but not replace, such agreement or agreements. No modification of this Agreement will be valid unless it is in writing identified as an Amendment to the Agreement and is signed by Employee and an authorized representative of the Company.

I . Clawback. Employee acknowledges that all incentive compensation previously paid is subject to recovery by the Company pursuant to any compensation recovery policy adopted by the Board of Directors or the Human Resources and Compensation Committee of the Company at any time, as amended from time to time, including but not limited to a policy adopted in response to the requirements of Section 10D of the Exchange Act, the SEC's final rules thereunder, and any applicable listing rules or other rules and regulations implementing the foregoing, or as otherwise required by law.

*****SIGNATURE ON FOLLOWING PAGE*****

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, AND KNOWS AND UNDERSTANDS ITS CONTENTS, AND VOLUNTARILY SIGNS IT OF EMPLOYEE'S OWN FREE WILL.

David S. Bratcher

Date: _____

**MGP INGREDIENTS, INC.
2024 EQUITY INCENTIVE PLAN**

Restricted Stock Unit Award Agreement

In accordance with and subject to the terms and restrictions set forth in the MGP Ingredients, Inc. 2024 Equity Incentive Plan, as amended and restated (the “Plan”), and this Agreement, MGP Ingredients, Inc., a Kansas corporation (the “Company”), hereby grants to the participant named below (“Participant”) the number of Restricted Stock Units (“RSUs”) set forth below:

Name of Participant: [_____]	
Number of Restricted Stock Units: [_____]	Grant Date: _____, 20__

NOW, THEREFORE, the Company and Participant hereby agree to the following terms and conditions:

1. **Definitions.** Unless otherwise defined in this Agreement, defined terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan.
2. **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.
3. **Grant of RSUs.** Pursuant to action of the Board, as of the Grant Date identified above, the Company awards to Participant the number of RSUs identified above; provided, however, that an RSU hereby awarded is nontransferable by Participant. The RSUs are subject to all of the terms and provisions of the Plan, which is incorporated herein by reference.
4. **Dividend Equivalents.** The Company hereby grants to Participant, with respect to each RSU, a right to payment equivalent to the ordinary cash dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable RSU is settled, forfeited or otherwise expires (“Dividend Equivalents”), as if each RSU were instead an outstanding Share owned by Participant. The Dividend Equivalent payments shall be made at the same time, in the same form and in the same manner as dividends are paid to the holders of Shares of the Company, subject to any applicable tax withholding. Payments made in accordance with this Section 4 shall be treated separately from the RSUs and the rights arising in connection therewith for purposes of vesting and the designation of time and form of payments required by Section 409A.
5. **Vesting of RSUs and Settlement of Shares; Fractional Shares.**
 - (a) Provided that Participant provides Continuous Service, [*Insert vesting schedule*]. Subject to the provisions of the Plan and this Agreement, Participant’s vested RSUs will be settled through the issuance of Shares following each Vesting Date, provided the RSUs have not been forfeited prior to such date in accordance with Section 6. The issuance of Shares will be made on, or no later than 45 days following, the Vesting Date. Any Shares issued shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 8 or any applicable law, rule, or regulation.

(b) In the event Participant is vested in a fractional portion of an RSU, such Fractional Portion will not be converted into a Share or issued to Participant. Instead, the Fractional Portion will remain unvested (and unconverted) until the final Vesting Date for the RSUs; provided, however, if Participant vests in a subsequent Fractional Portion prior to the final Vesting Date for the RSUs and such Fractional Portion taken together with a previous Fractional Portion accrued by Participant under this Award would equal or exceed a whole Share, then such Fractional Portions will be converted into one Share; provided, further, that following such conversion, any remaining Fractional Portion will remain unvested and unconverted. By way of example, an award of 11 RSUs would result in the following vesting schedule: Year 1: 3 shares (3.667 rounds down to 3 shares); Year 2: 4 shares (3.667 + .667 unvested from Year 1 = 4.33, which rounds down to 4), Year 3: 4 shares (3.667 + .33 unvested from Year 2). Upon the final Vesting Date, the Company will not issue fractional Shares, but the Company will make a cash payment in lieu of a fractional Share in an amount equal to the Fair Market Value of such fractional Share as of the day immediately preceding the date of the issuance of the Share.

(c) Notwithstanding any other provision of this Agreement, the Plan, provisions of other agreements, or other compensation and benefits plans of the Company, any payments due under this Agreement upon or in connection with a Participant's Separation from Service that are subject to the provisions of Section 409A shall be deferred and paid (or commence, as the case may be) until the first day on which such payments may be made without subjecting Participant to taxation pursuant to the provisions of Section 409A.

6. **Forfeiture.** Prior to any Vesting Date, if Participant's employment with the Company, or an Affiliate thereof, is terminated, other than by reason of an exception described in Section 7, then any RSUs which have not yet vested shall be forfeited by Participant and Participant shall thereafter have no right, title or interest whatever in such forfeited RSUs. Also, following the issuance of any Shares following the Vesting Date (or earlier or later issuance date hereunder), the underlying RSUs pursuant to which an issuance of Shares has occurred shall be cancelled.

7. **Exception to Forfeiture and Settlement Date in Event of Death, Disability, Retirement, or Qualifying Termination Following a Change in Control.**

(a) No forfeiture of any RSUs shall occur if Participant's Separation from Service as an employee is on account of Disability, death, or Retirement. "**Retirement**" for purposes of this Agreement shall mean Participant's Separation from Service with the Company or an Affiliate on or after the date Participant attains the age of 60 and completes five (5) years of service with the Company or an Affiliate.

(b) If the Participant incurs a Disability, or dies, the Vesting Date shall be accelerated to and be deemed to be the date of the death or Disability. Settlement of the Shares shall be made as soon as practicable after such accelerated Vesting Date but in no event more than 90 days following the date of death or Disability. No transfer by will or by laws of descent and distribution of any Shares which vest by reason of Participant's death shall be effective to bind the Company, unless the Company shall have been furnished with written notice of such transfer and a copy of the will or such other evidence as the Company may deem necessary to establish the validity of the transfer.

(c) If Participant's Separation from Service occurs on account of Retirement, Participant's right to have the RSUs settled through the issuance of Shares shall "vest" at the time of such Retirement. However, no accelerated issuance of the Shares shall be made at the time of such Retirement. Rather, the issuance of Shares shall be made on the original Vesting Dates as if Participant had remained employed through each such date.

(d) **Payment Upon Qualifying Termination Following a Change in Control.** If Participant experiences a Qualifying Termination within 18 months following a Change in Control, all outstanding RSUs shall become vested at the time of such Qualifying Termination and shall be settled with either payment of cash or Shares or some combination of cash or Shares equaling the Fair Market Value of the outstanding RSUs, all within 90 days of such Qualifying Termination.

For purposes of this Section 7.d, “Qualifying Termination” means Participant’s: (a) involuntary Separation from Service by the Company without Cause (but not as a result of Participant’s death or Disability); or (b) voluntary Separation from Service by the Participant as a result of Good Reason.

For purposes of this Section 7.d, “Cause” and “Good Reason” shall have the same definitions provided in any employment agreement or severance agreement applicable to Participant, or in the absence of such an applicable agreement, the MGP Ingredients, Inc. Executive Severance Plan, if Participant is an eligible participant in such severance plan.

In the absence of any such applicable definition of “Cause” or “Good Reason,” the following definitions shall apply:

“Cause” means Participant’s:

- (1) failure to substantially perform his or her duties after reasonable notice and opportunity to cure such failure to perform (other than any such failure resulting from incapacity due to physical or mental illness);
- (2) failure to comply with any valid and legal directive of the Board or the person to whom Participant reports;
- (3) engagement in dishonesty, illegal conduct or gross misconduct, which is, in each case, materially injurious to the Company or its Affiliates;
- (4) embezzlement, misappropriation or fraud, whether or not related to Participant’s employment with the Company;
- (5) conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs Participant’s ability to perform services for the Company or results in reputational or financial harm to the Company or its Affiliates;
- (6) material violation of the Company’s written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct; or
- (7) engagement in conduct that brings or is reasonably likely to bring the Company negative publicity or into public disgrace, embarrassment, or disrepute.

“Good Reason” means the occurrence of any of the following:

- (1) Participant is either (i) not offered a position of equal or greater responsibility immediately after the Change in Control as compared to Participant’s position immediately prior to the Change in Control or, (ii) following the Change in Control, demoted to a position of materially lower responsibility than that position originally offered and accepted by Participant in connection with the Change in Control;
- (2) At least a 15% decrease in Participant’s total direct compensation, which is composed of annual base salary, target annual incentives and target long-term incentives, and excludes all other employee benefits, immediately after the Change in Control as compared with Participant’s total direct compensation in effect immediately prior to the Change in Control; or
- (3) Participant is required to relocate the Participant’s principal place of employment by more than 75 miles;

provided, however, in no event shall there be Good Reason unless Participant has provided written notice to the Corporate Secretary of the Company or to the head of the human resources department of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the initial existence of such grounds and the Company has had at least 30 days from the date on which such notice is provided to cure such circumstances, if curable. If Participant does not terminate his or her employment for Good Reason within 90 days after the first occurrence of the applicable grounds, then Participant will be deemed to have waived his or her right to terminate for Good Reason with respect to such grounds.

8. **Restrictions on Grant of the RSUs and Issuance of Shares.** The grant of the RSUs and issuance of Shares upon settlement of the vested RSUs shall be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities, including requirements as amended after grant of the RSUs. No Shares may be issued hereunder if the issuance of such Shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares subject to the RSU shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the RSUs, the Company may require Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

9. **Tax Withholding.** Subject to the rights and limitations under the Plan, at the time of any settlement of Shares relating to vested RSUs, or any earlier time as necessary to comply with applicable tax laws, Participant hereby authorizes withholding from the RSUs such number of Shares, valued at their Fair Market Value on the date so used, as may be required to satisfy the federal, state, local and foreign tax withholding obligations of the Company, if any, which arise in connection with the vesting of the RSUs or the issuance of Shares in settlement thereof. The Company shall reduce the number of Shares issued to Participant on the Vesting Date (or any earlier settlement date) by the number of Shares required to cover the tax withholding as of such date, such Shares to be valued at their Fair Market Value on the applicable valuation date for tax purposes. The Company shall have no obligation to deliver Shares until the tax withholding obligations of the Company have been satisfied by Participant.

10. **Restriction on Transfer.** Participant may not sell, assign, transfer, pledge, hypothecate, or otherwise dispose of any RSUs to any other person or entity prior to the issuance of Shares upon settlement of the vested RSUs, other than a transfer upon Participant's death in accordance with Participant's will, or by the laws of descent and distribution. Any disposition or purported disposition made in violation of this Section 10 shall be null and void, and the Company shall not recognize or give effect to such disposition on its books and records. Following any such transfer, the RSUs shall continue to be subject to the same terms and conditions that were applicable to the RSUs immediately prior to their transfer.

11. **Employment.** This Agreement shall not give Participant any right to continued employment with the Company or any Affiliate, and the Company or any Affiliate employing Participant may terminate such employment or otherwise treat Participant without regard to the effect it may have upon Participant or any RSUs under this Agreement.

12. **Covenants.** Participant acknowledges that Participant's agreement to this Section 12 is a key consideration for the Award made under this Agreement. Participant hereby agrees to abide by the covenants set forth in this Section 12. For purposes of this Section 12, the "Company" includes all Affiliates.

(a) **Covenant Against Solicitation of Employees.** Participant acknowledges and agrees that, during the period of Participant's employment and for two (2) years after his or her Separation from Service, regardless of whether termination is voluntary or involuntary, Participant will not directly or

indirectly: (a) recruit, solicit, or otherwise induce any employee of the Company to leave the employment of the Company or to become an employee of or otherwise be associated with Participant or any company or business with which Participant is or may become associated; or (b) hire any employee of the Company as an employee or otherwise in any company or business with which Participant is or may become associated.

(b) Covenant Against Solicitation of Customers. During the period of Participant's employment and for two (2) years after his or her Separation from Service, regardless of whether termination is voluntary or involuntary, Participant acknowledges and agrees that he or she will not, directly or indirectly, on his or her own behalf or on behalf of any other person or entity, solicit or enter into any arrangement with any person or entity that is, at the time of the solicitation, a customer of the Company for purposes of engaging in any business transaction of the nature performed by the Company, or contemplated to be performed by the Company.

(c) Covenant Against Disclosure of Confidential Information. Participant acknowledges and agrees that it has entered into that certain Acknowledgement and Agreement Regarding Confidentiality and Nonsolicitation Obligations and Code of Conduct (the "Acknowledgment and Agreement") and hereby covenants and agrees to abide by the terms of that agreement.

(d) Covenant Regarding Company Property. Participant acknowledges and agrees that as between Participant and the Company, all "Confidential Information" (as that term is defined in the Acknowledgement and Agreement and as it may be amended from time to time) is the sole and exclusive property of the Company and the Company's nominee(s) or assign(s). Participant hereby assigns and agrees to assign to the Company any rights Participant may have or may acquire in such Confidential Information.

In the event that Participant conceives or develops, in whole or in part, any inventions, discoveries, ideas, concepts, strategies, plans, processes, systems, products, services, know-how, technology, writings, expressions, designs, artwork, graphics, names, or other proprietary developments while employed by the Company that (a) directly or indirectly relate in any way to or arise out of Participant's job responsibilities or the performance of the duties or assigned tasks of Participant with the Company; or (b) directly or indirectly relate or pertain in any way to the existing or reasonably anticipated business, products, services, or other activities of the Company; or (c) were otherwise conceived or developed, in whole or in part, using Company time or materials or based upon Confidential Information (collectively, the "Developments"), all right, title, and interest in and to the Developments including, without limitation, all patent, copyright, trademark, trade secret and other proprietary rights therein shall become the sole and exclusive property of the Company or the Company's nominee(s) or assign(s). Participant acknowledges that any Developments subject to copyright protection shall be considered "works-for-hire" on behalf of the Company as such term is defined under the copyright laws of the United States. All right, title and interest in such Developments or components thereof shall automatically vest in the Company and the Company shall be the author and exclusive owner thereof including, without limitation, all copyrights (and renewals and extensions thereof), merchandising and allied, ancillary and subsidiary rights therein. To the extent that any of the Developments, or any portion thereof, may not qualify as a work-for-hire or for copyright protection, Participant hereby irrevocably assigns and agrees to assign in the future all right, title, and interest in and to the Developments to the Company or the Company's nominee(s) or assign(s), including, without limitation, all patent, copyright, trademark, trade secret and any and all other proprietary rights therein.

Participant will keep and maintain adequate and current written records of the conception and development of Developments in the form of notes, sketches, drawings, reports or other documents relating thereto, which records shall be and shall remain the sole and exclusive property of the Company and shall be available to the Company at all times.

Participant further agrees to execute and deliver all documents and do all acts that the Company shall deem necessary or desirable to secure to the Company or its nominee(s) or assignee(s) the entire right, title and interest in and to the Confidential Information and Developments, at the Company's expense. Participant further agrees to cooperate with the Company as reasonably necessary to maintain or enforce the Company's rights in the Confidential Information and Developments.

In the event Participant's employment terminates, Participant shall promptly deliver to the Company the originals and all copies of all Confidential Information, Developments and other materials and property of any nature belonging to the Company and obtained during the course of, or as a result of, Participant's employment with the Company. In addition, upon such termination, Participant shall not remove from the premises of the Company any of its documents or property.

(e) Non-Disparagement. Participant agrees, that after his or her Separation from Service, Participant will not disparage the Company or any of its directors, officers, executives, employees, agents or other Company representatives ("Related Parties"), or make or solicit any comments to the media or others that may be considered derogatory or detrimental to the good business name or reputation of the Company or Related Parties. This clause has no application to any communications with the Equal Employment Opportunity Commission or any state or local agency responsible for investigation and enforcement of discrimination laws.

(f) Reasonableness; Modifications. Participant agrees that the covenants contained in this Section 12 are necessary to protect the Company's legitimate and protectable business interests, including without limitation the misuse or inappropriate disclosure of the Company's trade secrets and confidential information, and are reasonable with respect to their duration and scope. Participant acknowledges and agrees that a breach or threatened breach by Participant of his or her obligations under this Section 12 would give rise to irreparable harm to the Company for which monetary damages would not be an adequate remedy. If, at the time of enforcement of this Section 12, a court holds that any restriction identified herein is unreasonable under the circumstances then existing, the Company and Participant agree that such restriction shall be modified by the court such that the maximum period or scope legally permissible under such circumstances will be substituted for the period or scope identified herein.

(g) Remedies.

(1) Notwithstanding anything herein to the contrary, if Participant violates any provision of this Section 12:

- A. Participant shall forfeit all rights to payments or benefits under the Plan and this Agreement, and all unvested RSUs, and any vested but not yet settled RSUs shall be forfeited; and
- B. the Committee may require Participant to return Shares received pursuant to this Agreement or repay to the Company an amount up to the current value of Shares received pursuant to this Agreement.

(2) The remedies provided in Section 12(g)(1) shall be without prejudice to the rights of the Company to recover any losses resulting from the applicable conduct of Participant, and shall be in addition to any other remedies the Company may have resulting from such conduct. If a breach or a threatened breach by Participant of any such obligations occurs, the Company will, in addition to any and all other rights and remedies that may be available at law, in equity or otherwise in respect of such breach, (A) be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy; and (B) subject to applicable law, the Company shall have the right to offset the amount of damages against any amounts otherwise owed to the Participant by the Company (including,

but not limited to, wages or other compensation, vacation pay, fringe benefits or pursuant to any other compensatory arrangement).

(h) **Survival.** Participant's obligations in this Section 12 shall survive and continue beyond settlement of all Awards under the Plan and any termination or expiration of this Agreement for any reason.

(i) **Tolling.** The restricted period for each of the covenants in this Agreement shall be tolled during (a) any period(s) of violation that occur during the original restricted period; and (b) any period(s) of time required by litigation to enforce the covenant (other than any periods during which Participant is enjoined from engaging in the prohibited activity and is in compliance with such order of enjoinder) provided that the litigation is filed within one year following the end of the two-year period immediately following the cessation of employment.

(j) **Limitations.** Notwithstanding any other provision in this Agreement to the contrary, nothing in this Agreement prohibits Participant from (a) reporting possible violations of federal or state law or regulation to any government agency or entity, including the EEOC, DOL, Department of Justice, Securities and Exchange Commission, Department of Defense, Congress, and any agency Inspector General ("Governmental Agencies"), (b) communicating with any Government Agencies or otherwise participating in any investigation or proceedings that may be conducted by any Governmental Agency, including providing documents or other information, without notice to the Company, or (c) making other disclosures that are protected under the whistleblower provisions of applicable law. Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state or local government official either directly or indirectly, or to an attorney, and is made solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

13. **Other Benefit and Compensation Programs.** Neither the RSUs nor the Shares into which the RSUs are settled shall be deemed a part of Participant's regular, recurring compensation for purposes of the termination, indemnity, or severance pay law of any country and shall not be included in, nor have any effect on, the determination of benefits under any other Participant benefit plan, contract, or similar arrangement provided by the Company or any Affiliate unless expressly so provided by such other plan, contract, or arrangement, or unless the Committee determines that the RSUs, or a portion thereof, should be included to accurately recognize that the RSU grant has been made in lieu of a portion of competitive cash compensation, if such is the case.

14. **Rights as a Stockholder, Director, Participant, or Consultant.** Participant shall have no rights as a stockholder with respect to any Shares which may be issued in settlement of this grant until the date of the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company or, if elected by the Company, the book entry representing such Shares. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date such entry is made on the books, as applicable, except as determined in the discretion of the Committee.

15. **Legends.** The Company may at any time place legends or notations on the respective book entries, as applicable, referencing any applicable federal, state or foreign securities law restrictions on all book entries representing Shares issued pursuant to this Agreement.

16. **Interpretation of This Agreement.** All decisions and interpretations made by the Committee with regard to any question arising under this Agreement or the Plan shall be binding and conclusive upon the Company, any Affiliate and Participant. In the event that there is any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan shall govern and control.

17. **Book Entry.** Any book entry for the Shares as to which the RSUs are settled, if issued by the Company, shall be registered in the name of Participant, or, if applicable, in the names of the heirs of Participant.

18. **WAIVER OF JURY TRIAL.** PARTICIPANT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING, ACTION OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.

19. **Choice of Forum and Jurisdiction.** Participant and the Company agree that any proceedings to enforce the obligations and rights under this Agreement must be brought in the Kansas District Court located in Atchison County, Kansas, or in the United States District Court for the District of Kansas in Kansas City, Kansas. Participant agrees and submits to personal jurisdiction in either court. Participant and Company further agree that this Choice of Forum and Jurisdiction is binding on all matters related to Awards under the Plan and may not be altered or amended by any other arrangement or agreement (including an employment agreement) without the express written consent of Participant and the Company.

20. **Attorney's Fees.** Participant and the Company agree that in the event of litigation to enforce the terms and obligations under this Agreement, the party prevailing in any such cause of action will be entitled to reimbursement of reasonable attorney's fees.

21. **Miscellaneous.** This Agreement is entered into pursuant to the Plan and is subject to all of the terms and conditions contained in the Plan. By acceptance hereof, Participant agrees and accepts this Agreement subject to the terms of the Plan. This Agreement shall be binding upon and inure to the benefit of any successor of the Company. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. This Agreement contains all terms and conditions with respect to the subject matter hereof and no amendment, modification or other change hereto shall be of any force or effect unless and until set forth in a writing executed by Participant and the Company.

22. **Compensation Recovery Policy.** This Award of Restricted Stock Units and any compensation associated therewith shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation forfeiture or recovery policy adopted by the Board or the Committee, including but not limited to, a policy adopted in response to the requirements of Section 10D of the Exchange Act, the Securities and Exchange Commission's final rules thereunder, any listing rules of any national securities exchange on which the Company's shares of Stock are then listed, other rules and regulations implementing the foregoing, or as otherwise required by law or stock exchange rules, as such policy or policies may be in effect from time to time.

23. **Acknowledgement of Covenants and Waivers.**

(a) By signing below, Participant agrees to all of the terms and conditions contained in this Agreement and in the Plan document. Participant acknowledges that the Participant has received and reviewed this Agreement and that a copy of the Plan is available for review, and these documents set forth the entire agreement between Participant and the Company regarding this Award of Restricted Stock Units.

(b) Participant understands that by signing this Agreement, Participant agrees to all of its terms, including, but not limited to, the covenants set forth in Section 12, the Choice of Forum and Jurisdiction set forth in Section 19, and the Waiver of Jury Trial set forth in Section 18 of this Agreement.

MGP INGREDIENTS, INC.

By: __
Name:
Title: _____

PARTICIPANT:

Name: _____



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NEWS RELEASE

MGP Ingredients Announces Executive and Board Leadership Changes

Brandon Gall appointed Interim President and CEO to succeed David Bratcher;

Donn Lux to succeed Karen Seaberg as Chairman of the Board;

Reaffirms 2024 sales and earnings guidance

ATCHISON, Kan., December 20, 2024 - MGP Ingredients, Inc. (Nasdaq: MGPI), today announced that the Board of Directors has appointed Brandon Gall, MGP's Chief Financial Officer, to the additional position of Interim President and Chief Executive Officer, effective January 1, 2025, succeeding David Bratcher. Bratcher will resign from the Board of Directors on December 31, 2024 and has agreed to remain available for advisory services to facilitate a smooth transition, after which he plans to retire.

The Company also announced that Donn Lux, a current member of the Board, will succeed Karen Seaberg as Chairman of the Board to guide the company during this challenging environment for the alcohol spirits industry. Lux will lead the Board search for a permanent CEO, considering both internal and external candidates, to drive dynamic growth and elevate the performance of our branded spirits portfolio. Ms. Seaberg will remain a member of the Board.

"On behalf of the Board of Directors, I want to thank David for his dedication to MGP and we wish him the best in his future endeavors," said Karen Seaberg, Chairman of the Board. "I am delighted the Board has appointed Brandon Gall as our Interim President and CEO and welcome Donn Lux as the incoming Chairman. Donn's decades of branded spirits experience, vision, and leadership uniquely positions him to guide MGP toward becoming a premier branded spirits company."

Donn Lux, incoming Chairman of the Board, said, "I am honored to step into the role of Chairman of the Board and deeply grateful for the trust and support of my fellow Board members. I want to thank Karen for her exceptional leadership and the strong foundation MGP has built under her leadership. We are fortunate to have Brandon's knowledge and experience during this transition period. As we look ahead, I am excited to work alongside our talented Board and executive team to drive MGP into the next phase of growth and emerge even stronger as a leading player in the branded spirits industry."

"I am honored to step into the role of Interim President and CEO," said Brandon Gall. "I am committed to ensuring continuity and driving forward our strategic initiatives during this transitional period."

David Bratcher, President and Chief Executive Officer, remarked, "It has been a privilege to serve as President and CEO of MGP after leading Luxco for many years. I am deeply grateful to our incredible team for their hard work, dedication, and commitment to our shared vision. I also want to express my heartfelt gratitude to my family for their unwavering support and encouragement throughout this journey. As I step away, I am confident that MGP is in excellent hands and will continue to thrive in the years to come."

Gall joined the Company in 2012 and has served as the Chief Financial Officer since April 2019. Gall's extensive experience in finance and strategic planning, combined with a deep understanding of MGP's business and operations, position him to effectively guide the Company during this transition period.

Lux served as President and CEO of Luxco, Inc., a leading branded beverage and alcohol company that merged with MGP in April 2021, from 1991 until March 2021, and as Chairman of Luxco from 2010 until March 2021. During his tenure at Luxco, Lux served on the boards of the American Distilling Spirits Association (ADSA) and the National Alcohol Beverage Control Association (NACBA) Industry Advisory Committee, among others. His philanthropic activities include serving on the boards of the St. Louis Regional Business Council (RBC), The St. Louis University Center for Entrepreneurship, the St. Louis Legacy Ice Foundation, The St. Louis Blues for Kids, and the Lux Family Foundation.

The Company reaffirms its 2024 sales and adjusted earnings guidance. Full year 2024 capital expenditures are expected to be approximately \$72 million, down from prior expectations of \$78 million, due in part to unexpected delays in the construction of the Ingredient Solutions segment's mini-fuel plant. In addition, the Company's outlook for the brown goods category environment remains consistent with the commentary shared during its third quarter 2024 earnings conference call, held on October 31, 2024. The Company expects to announce fourth quarter and full year 2024 financial results and provide 2025 financial guidance in late February 2025, as customary.

About MGP Ingredients, Inc.

MGP Ingredients, Inc. (Nasdaq: MGPI) is a leading producer of premium branded and distilled spirits, as well as food ingredient solutions. Since 1941, we have combined our expertise and energy aimed at formulating excellence, bringing product ideas to life collaboratively with our customers.

As one of the largest distillers in the U.S., MGP's offerings include bourbon and rye whiskeys, gins, and vodkas, which are created at the intersection of science and imagination, for customers of all sizes, from crafts to multinational brands. With distilleries in Kentucky and Indiana, and bottling operations in Missouri, Ohio, and Northern Ireland, MGP has the infrastructure and expertise to create on any scale.

MGP's branded spirits portfolio covers a wide spectrum of brands in every segment, including iconic brands from Luxco, which was founded in 1958 by the Lux Family. Luxco is a leading producer, supplier, importer, and bottler of beverage alcohol products. Our branded spirits mission is to meet the needs and exceed the expectations of consumers, associates, and business partners. Luxco's award-winning spirits portfolio includes well-known brands from four distilleries: Bardstown, Kentucky-based Lux Row Distillers, home of Ezra Brooks, Rebel, Blood Oath, David Nicholson, and Daviess County; Lebanon, Kentucky-based Limestone Branch Distillery, maker of Yellowstone Kentucky Straight Bourbon Whiskey, Minor Case Straight Rye Whiskey, and Bowling & Burch Gin; Jalisco, Mexico-based Destiladora González Lux, producer of 100% agave tequilas, El Mayor, Exotico, and Dos Primos; and the historic Ross & Squibb Distillery in Lawrenceburg, Indiana, where Penelope Bourbon, Remus Straight Bourbon Whiskey, and Rossville Union Straight Rye Whiskey are produced. The innovative and high-quality brand portfolio also includes Everclear Grain Alcohol, Pearl Vodka, Green Hat Gin, Saint Brendan's Irish Cream, The Quiet Man Irish Whiskey, and other well-recognized brands.

In addition, our Ingredient Solutions segment offers specialty proteins and starches that help customers harness the power of plants and provide a host of functional, nutritional, and sensory benefits for a wide range of food products.

The transformation of American grain into something more is in the soul of our people, products, and history. We're devoted to unlocking the creative potential of this extraordinary resource. For more information, visit mgpingredients.com.

Cautionary Note Regarding Forward-Looking Statements

This press release may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including without limitation statements about the guidance of MGP Ingredients, Inc. (the "Company" or "MGP") for its 2024 sales, earnings, and capital expenditures and its brown goods category outlook. Forward looking statements are usually identified by or are associated with words such as "intend," "plan," "believe," "estimate," "expect," "anticipate," "project," "forecast," "hopeful," "should," "may," "will," "could," "encouraged," "opportunities," "potential," and similar terminology. These forward-looking statements reflect management's current beliefs and estimates of future economic circumstances, industry conditions, Company performance, Company financial results, and Company financial condition and are not guarantees of future performance.

All forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially. Factors that could cause actual results to differ materially from our expectations include without limitation any effects of changes in consumer preferences and purchases and our ability to anticipate or react to those changes; our ability to compete effectively; damage to our reputation or that of any of our key customers or their brands; failure to introduce successful new brands and products or have effective marketing or advertising; changes in public opinion about alcohol or our products; our reliance on our distributors to distribute our branded spirits; our reliance on fewer, more profitable customer relationships; interruptions in our operations or a catastrophic event at our facilities; decisions concerning the quantity of maturing stock of our aged distillate; warehouse expansion issues; our reliance on a limited number of suppliers; our reliance on a limited number of suppliers; work disruptions or stoppages; climate change and measures to address climate change; our closure of our Atchison, Kansas distillery; regulation and taxation and compliance with existing or future laws and regulations; tariffs, trade relations, and trade policies; excise taxes, incentives and customs duties; our ability to protect our intellectual property rights and defend against alleged intellectual property rights infringement claims; failure to secure and maintain listings in control states; labeling or warning requirements or limitations on the availability of our products; product recalls or other product liability claims; anti-corruption laws, trade sanctions and restrictions; class action or other litigation; higher costs or the unavailability and cost of raw materials, product ingredients, energy resources, or labor; failure of our information technology systems, networks, processes, associated sites, or service providers; acquisitions and potential future acquisitions; interest rate increases; reliance on key personnel; commercial, political, and financial risks; covenants and other provisions in our credit arrangements; pandemics or other health crises; ability to pay any dividends; limited rights of common stockholders and anti-takeover provisions in our governing documents; the impact of issuing shares of our common stock; and the effectiveness or execution of our strategic plan. For further information on these risks and uncertainties and other factors that could affect the Company's business, see the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of the Company's Annual Report on Form 10-K for the year ended December 31, 2023 and its Quarterly Reports on Form 10-Q for the quarters ended March 31, June 30, and September 30, 2024, as well as the

Company's other SEC filings. The Company undertakes no obligation to update any forward-looking statements or information in this press release, except as required by law.

For More Information

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