
CENTRILLIUM PROJECT

THIRD AMENDMENT TO

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

CENTRILLIUM PROTEINS, LLC

And

MTG PROPERTY HOLDINGS, LLC

Dated as of March [___], 2023

CENTRILLIUM PROJECT
THIRD AMENDMENT TO
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS THIRD AMENDMENT TO ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of March [____], 2023 (hereinafter, this “Third Amendment”), is made and entered into by and among the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Authority”), Centrillium Proteins, LLC, an Oklahoma limited liability company (hereinafter, “Centrillium”) and MTG Property Holdings, LLC, a Delaware limited liability company (hereinafter, “MTG” and together with Centrillium, the “Companies”).

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain “Economic Development Assistance Agreement”, dated as of August 8, 2022 (hereinafter, the “Development Assistance Agreement”), subsequently amended on October 25, 2022 and again on January 10, 2023, providing for development financing assistance to be made available by the Authority to the Companies in connection with the Companies’ plans to develop, construct and equip an advanced no-kill meat processing plant at 7210 NE 36th ST in Midwest City, Oklahoma, and to operate such facilities to serve its customers;

WHEREAS, Section 5.06 of the Development Assistance Agreement provides that the Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by the parties thereto; and

WHEREAS, the parties wish to amend the Financing Assistance Agreement to extend a deadline date contained in the Financing Assistance Agreement as set forth in this First Amendment.

NOW, IN CONSIDERATION OF the mutual covenants and agreements contained herein, the parties hereby agree as follows:

SECTION 1. Section 3.05 of the Development Assistance Agreement, captioned “Construction Documents: City and Other Government Permits” is hereby amended to read in its entirety, as follows:

“SECTION 3.05 Construction Documents; City and Other Governmental Permits. On or before June 6, 2023, in accordance with Section 6.5 of the Real Estate Agreement, MTG shall, at its own expense, submit to the City building plans and other required documents for the issuance of building permits for the Project for its review pursuant to the Code (the “Construction Documents”). Thereafter, if MTG desires to make any substantial or significant changes in the Construction Documents, MTG shall submit the proposed changes to the City for its approval. MTG and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the

Construction Documents can receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Documents shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, MTG and the Authority shall cooperate in efforts to develop a mutually acceptable alternative. Upon approval of the Construction Documents, MTG shall, at its own expense, proceed to secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The Authority shall cooperate with and provide all usual assistance to MTG in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.”

SECTION 2. In the event of any conflict between the terms of this Third Amendment and the terms of the Development Assistance Agreement, the terms of this Third Amendment shall control. Except as otherwise specifically amended herein, the Development Assistance Agreement shall remain in full force and effect and all of the other terms and provisions of the Development Assistance Agreement are hereby confirmed, ratified and approved.

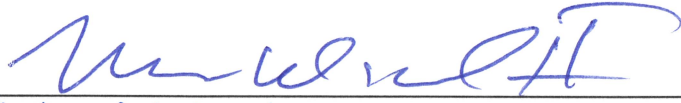
SECTION 3. This Third Amendment may be executed in counterparts, each of which shall be an original and all of which, collectively, shall constitute one and the same instrument. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart shall be deemed to be an original of this First Amendment, and all counterparts together shall constitute one agreement. The exchange of executed counterparts or of executed signature pages by email or other electronic transmission shall constitute effective execution and delivery of this First Amendment, and such counterparts may be used in lieu of the original for all purposes.

[Signatures on the following page.]

IN WITNESS WHEREOF, Centrillium, MTG and the Authority have caused this
Third Amendment to be duly executed this 28 day of March, 2023.



MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY




Matthew D. Dukes II, Chairman



Secretary

MTG PROPERTY HOLDINGS, LLC

DocuSigned by:

808407D987B544A...

Patricia Tassone Co-Manager

CENTRILLIUM PROTEINS, LLC

DocuSigned by:

CD893DDA002B4AD...

James Harrison, Chief Executive Officer