
CENTRILLIUM PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Among The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

CENTRILLIUM PROTEINS, LLC

And

MTG PROPERTY HOLDINGS, LLC

Dated as of 8-8, 2022

CENTRILLIUM PROJECT

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CENTRILLIUM PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of August 8, 2022 (hereinafter, the “Development Assistance Agreement”), is made and entered into by and among the Midwest City Economic Development Authority, an Oklahoma public trust (hereinafter, the “Authority”), Centrillum Proteins, LLC, an Oklahoma limited liability company (hereinafter, “Centrillum”) and MTG Property Holdings, LLC, a Delaware limited liability company (hereinafter, “MTG” and together with Centrillum, the “Companies”).

WITNESSETH:

WHEREAS, the Authority is a public trust created pursuant to the provisions of Title 60, Sections 176 et seq. of the Oklahoma Statutes, as amended (hereinafter, the “Public Trust Act”), as an agency of the State of Oklahoma and the duly constituted authority of its beneficiary, the City of Midwest City, Oklahoma (hereinafter, the “City”) for purposes which include the following: to provide for, and stimulate, future economic growth and development, to generally promote economic welfare and prosperity, to further the general economic development within and without the municipal limits of the City, and specifically to promote, finance and develop commercial and industrial projects or facilities; and

WHEREAS, in order to accomplish its designated purposes, the Authority is empowered to provide funds for the costs of acquiring, constructing, rehabilitating, equipping, securing, maintaining and developing real and personal property within and near the City; and

WHEREAS, MTG intends to develop, construct and equip an advanced no-kill meat processing plant (hereinafter, the “Project Facilities” and desire to locate a portion of the activities of such facilities within the Northwest Quarter (“NW/4”) of Section Twenty-Two (“22”), Township Twelve North (“T12N”), Range Two West (“R02W”) of the Indian Meridian (“I.M.”), Oklahoma County, Oklahoma on that certain real property more particularly described on Appendix “1” hereto (hereinafter, the “Project Site”); and

WHEREAS, MTG, as landlord, intends to enter into a long term lease of the Project Facilities with Centrillum, as tenant, pursuant to which Centrillum will operate the Project Facilities to serve its customers (hereinafter, the “Lease”); and

WHEREAS, Centrillum expects to create no less than ninety (90) new jobs at the Project Facilities, with such jobs having an average annualized wage equal to or higher than the average annualized wage required for participation in the Quality Jobs Program, as specified in the Oklahoma Quality Jobs Program Act, codified at 68 Okla. Stat. § 3601 et. seq. (hereinafter, the “Quality Jobs Program”), in effect as of the date of this Agreement for jobs located within Oklahoma County; and

WHEREAS, as an inducement to MTG to develop, construct and equip the Project Facilities within the boundaries of the City and as an inducement to Centrillum to operate the Project Facilities and to create therein no less than ninety (90)-new jobs with such jobs having an average annualized wage equal to or higher than the average annualized wage required for participation in the Quality Jobs Program, for jobs located within Oklahoma County, the Authority has agreed, among other things, to:

- (i) sell the Project Site to MTG on the terms set forth in that certain “Agreement for Purchase and Sale of Real Estate” dated as of May 26, 2022, by and between the Authority and MTG (hereinafter, the “Real Estate Agreement”);

(ii) at the Authority's cost, ensure all utilities necessary to serve the Project Facilities are available at the property lines prior to the issuance of a Certificate of Occupancy pursuant to the terms set forth herein; and

(iii) at the Authority's cost, design and construct a rail spur to serve the Project Facilities to be completed within one (1) year after the Project Facilities Completion Date. For purposes of this Development Assistance Agreement, the "Project Facilities Completion Date" shall be the date that the construction and equipping of the Project Facilities has been fully completed as evidenced by both the issuance of a Certificate of Occupancy for the Project Facilities issued by the City and a certificate from MTG or Centrillum that all necessary equipment for the meat processing operations have been installed.

WHEREAS, the parties wish to set forth the terms under which the Authority agrees to provide the development assistance herein described.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Authority, MTG and Centrillum hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, MTG hereby agrees:

(i) to acquire the Project Site from the Authority on the terms and conditions set forth in the Real Estate Agreement; and

(ii) to cause the design, construction and equipping of (a) building(s) with a minimum of 50,000 square feet of conditioned, enclosed area with adequate space to accommodate up to 90 employees, which is expected to be completed and operational by no later than March 18, 2024 (herein the "Project Facilities");

B. Subject to the terms and conditions hereinafter provided, Centrillum hereby agrees:

(i) to operate and manage the Project Facilities for the period and in the manner set forth herein; and

(ii) to create and maintain the employment of the workforce within or near the City of a minimum of ninety (90) Full-Time Equivalent Jobs for any twelve (12) month period commencing on the first day of the 36th month following the month in which the Project Facilities Completion Date falls (hereinafter, the "Jobs Requirement Commencement Date") and ending six years from the Jobs Requirement Commencement Date (hereinafter, the "Jobs Requirement Period") with such jobs having an average annualized wage equal to or higher than the average annualized wage required for participation in the Quality Jobs Program for jobs located within Oklahoma County. For all purposes of the Development Assistance Agreement, "Full-Time Equivalent Jobs" shall mean that number of employees employed and working within the Project Facilities, or facilities located within or near the City and operated by Centrillum and MTG in connection with the Project Facilities, during a given twelve (12) month period determined by dividing the total number of

hours worked during such period by all employees of Centrillum and MTG within such facilities by 2080.

(The undertaking of the foregoing by the Companies may be hereinafter referred to as the “Project”.)

C. Subject to the terms hereinafter set forth, the Authority hereby agrees to provide development assistance and other incentives for the Project as hereinafter set forth in this Development Assistance Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of MTG and Centrillum.

A. MTG represents that it is a limited liability company duly organized and existing under the laws of the State of Delaware. MTG is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its certificate of formation, operating agreement or any other agreement governing MTG, or any law of the State of Oklahoma affecting MTG’s ability to perform under this Development Assistance Agreement.

B. Centrillum represents that it is a limited liability company duly organized and existing under the laws of the State of Oklahoma. Centrillum is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement or any other agreement governing Centrillum, or any law of the State of Oklahoma affecting Centrillum’s ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Companies. The Companies represent that the Companies’ ability to accomplish the Project with development assistance from the Authority has induced both companies to proceed with the Project and the Companies hereby covenant to complete the same and continue to maintain and operate the Project, until all commitments made in this Development Assistance Agreement have been fulfilled.

SECTION 2.03 Full Power and Authority. The Companies represent that they have the full power and authority to execute this Development Assistance Agreement, and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of both Companies in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by either Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Companies represent that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its certificate of formation, articles of organization, operating agreement or any other agreement governing either company or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Companies, individually or together, are a party or by which they may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. The Companies represent that there is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of either MTG or Centrillum, is any such action threatened which, if adversely determined, would materially adversely

affect either Company or the Project, or impair the ability of the Companies to carry on their business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Companies represent that neither paid or has given and will not pay or give any officer, employee or agent of the City or the Authority any money or other consideration for obtaining this Development Assistance Agreement. The Companies further represent that, to its best knowledge and belief, no officer, employee or agent of the City or the Authority who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. The Companies represent that: (i) the financial statements of the Companies heretofore delivered to the Authority and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Companies on the respective dates thereof; and (ii) there has been no material adverse change in the financial condition of either company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. The Companies represent that neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Companies pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading when made.

SECTION 2.09 Status of the Authority. The Authority represents that the Authority is a duly organized and validly existing public trust under the laws of the State of Oklahoma and as such, is a duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authority. The Authority represents that: (i) the Authority is fully empowered to enter into the Real Estate Agreement and this Development Assistance Agreement, and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder; and (ii) the Authority has duly authorized its Chairman, or in his absence, its Vice-Chairman, to execute and deliver the Real Estate Agreement and this Development Assistance Agreement, and all other documentation required to consummate the transaction contemplated herein on behalf of the Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that certain utility services are currently available to the Project Site, namely, electrical, gas, water and telephone services. The parties agree to cooperate in upgrading the sanitary sewer utilities required for the Project-as hereafter described in Section 3.15.

SECTION 2.12 No Default. The Authority represents that the ~~The~~ performance by the Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which the Authority is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. The Authority represents that as of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement and this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the Authority or the execution of or performance under any of the other instruments referred to in this

Development Assistance Agreement, except as otherwise specifically provided in this Development Assistance Agreement.

SECTION 2.14 No Litigation. The Authority represents that there is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the Authority, threatened, affecting the Authority wherein any unfavorable decision, ruling or finding would materially adversely affect the Authority's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which the Authority is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Companies and the Authority herein shall survive.

ARTICLE III

ACQUISITION OF PROJECT SITE; CONSTRUCTION OF THE PROJECT FACILITIES

SECTION 3.01 Acquisition of the Project Site. The Authority hereby represents that it now holds fee simple title to all real property comprising the Project Site, and has granted to MTG a valid contractual right to purchase the Project Site, pursuant to the terms of the Real Estate Agreement.

SECTION 3.02 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. MTG shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.03 Preliminary Construction Documents. Within sixty (60) days following the date of execution of this Development Assistance Agreement, MTG shall prepare and submit to the City: (i) a site plan for the Project Facilities, including preferred location and length of rail spur, (ii) floor plan, and (iii) building elevation (hereinafter, the "Preliminary Construction Documents") for its review pursuant to the Code. Thereafter, if MTG desires to make any substantial or significant changes in the Preliminary Construction Documents, MTG shall submit the proposed changes to the City for its determination that the changes in the Preliminary Construction Documents comply with the Code. MTG and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Preliminary Construction Documents can receive prompt and speedy consideration by the City. If any material revisions or corrections of Preliminary 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.

SECTION 3.04 Construction of Improvements. MTG agrees that all construction, renovation, improvement, equipping, repair and installation in and to the Project Facilities shall be done in accordance with the building and safety codes of the City, and the approved construction plans and related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 Construction Documents; City and Other Governmental Permits. Upon the later of September 23, 2022 and thirty (30) days after approval of rezoning of the Project Site in accordance with Section 6.4 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 3.06 Construction Schedule. Simultaneously with the delivery to the City of the Construction Documents, MTG or its designated agent will provide to the Authority a schedule for completion of the Project Facilities in accordance with the Construction Documents. This schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by MTG, provided that any substantial or significant extension of time in the completion schedule shall require approval of the Authority, which shall not be unreasonably withheld, conditioned or delayed. This schedule shall include the following provisions:

- (i) That not later than one hundred eighty (180) days following Closing (as defined in the Real Estate Agreement), MTG shall begin, and promptly thereafter diligently prosecute to completion, the design, construction, renovation, improvement, equipping, repair and installation of the Project Facilities; and
- (ii) That not later than twenty-four (24) months following Closing (as defined in the Real Estate Agreement), Centrillium and/or MTG must have a City Certificate of Occupancy for the Project Facilities.

If it appears the Project Facilities cannot be completed within the period of time set forth in this section, MTG shall promptly provide an updated schedule regarding the time required for the completion of such Project Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the Authority, which approval shall not be unreasonably withheld, conditioned or delayed. Any time extension to MTG to complete the Project Facilities shall also be granted to the Authority for the completion of the railroad switch and spur identified in Section 3.16.

SECTION 3.07 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of MTG, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, such representatives of the Authority will check in with the on-site manager. All such representatives of the Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The Authority agrees to cooperate with MTG in facilitating access by MTG to the Project Site for construction purposes, provided that the Authority shall incur no financial obligations therefor.

SECTION 3.08 Indemnification of the Authority. The Companies shall defend, indemnify, assume all responsibility for, and hold the Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Companies' activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Companies or anyone directly or indirectly contracted with or employed by Companies and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the Authority from liability.

SECTION 3.09 Liability Insurance.

A. In addition to the indemnification of the Authority required in Section 3.08 hereof, MTG and/or Centrillium shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the Project Facilities in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. MTG and/or Centrillium will name the Authority as an "Additional Insured" and include endorsements to the effect that the insurer agrees to notify the Authority not less than thirty (30) days in advance of any modification or cancellation thereof.

B. MTG and/or Centrillium shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the City and the Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by MTG and/or Centrillium shall be primary insurance and not contributing with any insurance maintained by the City and the Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Development Assistance Agreement.

C. MTG shall also furnish or cause to be furnished to the Authority evidence satisfactory to the Authority that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.10 Local, State and Federal Laws. The Companies shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.11 Antidiscrimination During Construction. The Companies, for themselves, their successors and assigns, and any contractor with whom Companies have contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Companies shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.12 Taxes, Assessments, Encumbrances and Liens. The Companies shall pay when due all real estate taxes and assessments on the Project Site. During the period of this agreement, the Companies shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.13 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement and the Lease for a period of three (3) years following the date in which Centrillium first creates and maintains the employment of the workforce within or near the City of a minimum of ninety (90) Full-Time Equivalent Jobs (the "Transfer Restriction Period"), MTG shall not make any total or partial sale, transfer, conveyance, assignment or lease of the Project Facilities without the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any construction or permanent lender holding a mortgage lien or security interest granted to secure indebtedness; (b) any purchaser of the Project at a foreclosure sale or grantee in a deed in lieu of foreclosure transaction, and (c) the leasing or subleasing of portions of the Project Facilities to such third- parties as it may deem advisable, in its sole discretion. After the expiration of the Transfer Restriction Period, MTG may make any total or partial sale, transfer, conveyance, assignment or lease of the Project Facilities without needing the prior written consent of the Authority.

SECTION 3.14 Reports By MTG; Sales and Use Tax Collections. MTG shall establish and maintain records and reports for all costs associated with the Project. Such records shall be made available for review or audit at the offices of MTG upon written request by the Authority at a reasonable time and after reasonable notice of such request.

SECTION 3.15 Construction of Water Distribution and Sanitary Sewer System Extensions. As an inducement for MTG to construct the Project Facilities, and for Centrillium to operate the Project Facilities on the Project Site, the Authority agrees, at the Authority's sole cost and expense, to construct or cause the construction of water distribution and sanitary sewer system extensions sufficient to serve the Project Facilities, as such facilities are described herein. In connection with such construction:

(i) the Authority agrees, at the Authority's sole cost and expense, to commence construction of sanitary sewer service extension within thirty (30) days following the purchase of the Project Site by MTG; and

(ii) at the Authority's sole cost and expense, to diligently proceed with the construction of such sanitary sewer service extension to be completed on or before the completion of the Project Facilities.

(a) Potable water is currently available via the City of Oklahoma City distribution system. Centrillium agrees to disconnect from City of Oklahoma City water service and to connect

to City of Midwest City water service within ninety (90) days following official notification service is available, and under the following conditions:

(b) The City shall locate the water distribution main so there are no unusual difficulties in changing service.

(c) Centrillum shall obtain necessary permit(s) and document all expenses involved in the tapping the main, purchasing and installing the water meter, and in connecting to the Project Facilities' water service line.

(d) Documentation may be submitted to the Authority for reimbursement after the City inspector approves the installation.

(e) The Authority shall reimburse Centrillum for the expenses for the tapping, installation and reconnection work within thirty (30) days after documentation is submitted to the Authority and only after (an) approved City inspection(s).

Provided, however, that: (1) if MTG shall fail to commence construction of the Project Facilities within one hundred eighty (180) days after the Closing under the Real Estate Agreement, or (2) if, prior to the completion of the Project Facilities, MTG shall cease construction of the Project Facilities for a period of at least thirty (30) consecutive days, then the Authority shall have the right to suspend its construction of the utility extensions until such time as MTG shall commence or resume construction of the Project Facilities.

SECTION 3.16 Construction of the Rail Switch, Spur. As an additional inducement for Centrillum to operate the Project Facilities on the Project Site, the Authority agrees, at the Authority's sole cost and expense, to construct or cause the construction of a rail switch and spur connecting to the Stillwater Central Railroad (formerly, the "Burlington-Northern Railroad"), which spur shall be sufficient, in Centrillum's reasonable judgment, to serve the Project Facilities, as such facilities are described herein. The parties further agree that:

(i) At the Authority's sole cost and expense, the Authority shall negotiate with a professional engineer for surveying, design and inspection services following MTG's submittal of Preliminary Construction Documents.

(ii) Following the submittal of the Construction Documents for permitting, the Authority shall enter into a contract with said professional engineer to create construction plans leading to the installation of a rail switch and rail spur to serve the Project Facilities; and such plans shall thereafter be subject to the review and written approval of MTG and Centrillum, which approval shall not be unreasonably withheld, conditioned or delayed. -

(iii) The Authority shall contract for the construction of the switch and spur, at the Authority's cost, only after the MTG and Centrillum's written approval of such plans, which approval shall not be unreasonably withheld, conditioned or delayed, and the granting of all easements and right-of-ways reasonably necessary.

(iv) Construction of the switch and spur shall commence following the commencement of the meat processing operations at opening of the Project Facilities.

(v) The Authority shall be responsible for the cost and coordination of all permits and inspections leading to the installation of the switch and spur.

(vi) MTG and Centrillium shall be responsible for all costs associated with the maintenance and liability of the spur following construction, subject to the terms and conditions of any spur track agreement with the applicable railroad.

(vii) The construction of such rail spur shall be completed no later than one (1) year from the commencement of the meat processing operations at the Project Facilities unless an extension is necessary as identified in Section 3.06.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

(i) Material variance from the approved Construction Documents without prior written consent of the Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project Facilities or the appurtenances thereto, or any other material variance from the approved plans;

(ii) Default by Centrillium or MTG in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the Authority in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;

(iii) Any representation, statement, certificate, schedule or report made or furnished to the Authority by Centrillium or MTG with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and Centrillium or MTG fails to take or cause to be taken corrective measures satisfactory to the Authority within thirty (30) days after written notice by the Authority;

(iv) The initiation of bankruptcy or receivership proceedings by or against Centrillium or MTG and the pendency of such proceedings for ninety (90) days;

(v) The failure by Centrillium and MTG to create and maintain the employment of the workforce within or near the City of a minimum of ninety (90) Full-Time Equivalent Jobs for any twelve (12) month period during the Jobs Requirement Period with such jobs having an average annualized wage equal to or higher than the average annualized wage required for participation in the Oklahoma Quality Jobs Program for jobs located in Oklahoma County; and/or

(vi) Default by the Authority in the performance or observance of any covenant or agreement contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to MTG and Centrillium in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty, covenant or agreement.

SECTION 4.02 Notice of Default; Remedies.

A. The Authority will provide Centrillium or MTG with written notice and thirty (30) days opportunity

to cure any Event of Default described in Section 4.01(i) through (iv). The Authority will provide Centrillium or MTG with notice and 365 days opportunity to cure any Event of Default described in Section 4.01(v). Centrillium and MTG will provide the Authority with written notice and thirty (30) days opportunity to cure any Event of Default described in Section 4.01(vi).

B. Upon the failure of any party to cure any Event of Default to the other party's satisfaction within the applicable period of time described in Section 4.01(A), the non-defaulting party may, at its option, proceed simultaneously or selectively and successively to enforce its rights under this Development Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 4.03 Selective Enforcement. In the event that any party shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 4.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Development Assistance Agreement may also be extended in writing by the mutual agreement of the Authority and Centrillium or MTG.

SECTION 4.05 Non-liability of Officials, Employees and Agents of the Authority. No official, employee or agent of the Authority shall be personally liable to the Company, or any successor in interest, pursuant to the provisions of this Development Assistance Agreement, for any default or breach by the Authority.

ARTICLE V

MISCELLANEOUS

SECTION 5.01 Covenant for Non-Discrimination. The Companies covenant by and for themselves and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall Centrillium or MTG itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenants established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Authority, its successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for so long as any of the improvements promised in this Development Assistance Agreement and the Real Estate Agreement remains outstanding.

SECTION 5.02 Maintenance Covenants. Centrillium and MTG, and their successors and assigns in interest, shall be obligated to maintain the Project Facilities, and all improvements and landscaping situated on the Project Site, in a clean and neat condition and in a continuous state of good repair in accordance with the Code, normal wear and tear excepted.

SECTION 5.03 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. The Authority is deemed the beneficiary of the terms and provisions of this Development Assistance Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement has been provided. This Development Assistance Agreement shall run in favor of the Authority, without regard to whether the Authority has been, remains or is an owner of any land or interest therein in the Project Site. The Authority shall have the right, if this Development Assistance Agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. Each of the Companies shall have the right, if this Development Assistance Agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. Nothing contained herein shall be construed as creating a partnership between either company and the Authority.

SECTION 5.04 Authority's Obligations Limited. Nothing in this Development Assistance Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the Authority to provide, apply or commit to making any additional contributions or other improvements not outlined hereinabove.

SECTION 5.05 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received within three (3) days (excluding Saturdays, Sundays and holidays recognized by national banking associations) after being mailed:

| | |
|--------------------|---|
| If to Centrillium: | Centrillium Proteins, LLC. Attn: James Harrison 317 West Muskogee Avenue Sulphur, Oklahoma 73086 Phone: (602) 770-5168 E-mail: jimmy.harrison3@gmail.com |
|--------------------|---|

| | |
|------------|---|
| If to MTG: | MTG Property Holdings, LLC Attn: David Grohne 25907 West Murphy Road Wilmington, IL 60481 Phone: (708) 269-5907 E-Mail: mtgrohne@msn.com |
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| | |
|----------------------|--|
| If to the Authority: | Midwest City Economic Development Authority Midwest City Hall 100 North Midwest Boulevard Midwest City, Oklahoma 73110 Attn: General Manager/Administrator |
|----------------------|--|

SECTION 5.06 Amendment. This Development Assistance Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by either or both Companies, whichever is applicable, and the Authority.

SECTION 5.07 Non-Waiver; Cumulative Remedies. No failure on the part of any party hereto to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any party hereto of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 5.08 Assignment. The rights and benefits under this Development Assistance Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 5.09 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the Authority as a joint venture with either Company or to constitute a partnership among the parties. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

SECTION 5.10 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 5.11 Integrated Agreement. This Development Assistance Agreement and the Real Estate Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein. Any amendment must be made in writing and signed by all parties hereto.

SECTION 5.12 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 5.13 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 5.14 Right to Defend. The Authority shall have the right, but not the obligation, with benefit of counsel selected by the Authority, at MTG's or Centrillium's expense, whichever is applicable, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, except in a suit by either Company against the Authority, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 5.15 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the Authority described herein and no Trustee or officer of the Authority shall be held personally liable therefore. In this regard, specific reference is made to Section 179 of the Public Trust Act and to the Amended Trust Indenture, as registered with the Oklahoma Secretary of State on December 21, 2018 pursuant to which the Authority was created, a copy of which is of record in the office of the City Clerk of Midwest City, Oklahoma.

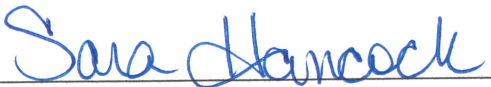
SECTION 5.16 Termination. This Development Assistance Agreement shall terminate at the expiration of the Jobs Requirement Period.

IN WITNESS WHEREOF, Centrillium, MTG and the Authority hereto have caused this instrument to be duly executed this 12 day of July, 2022.

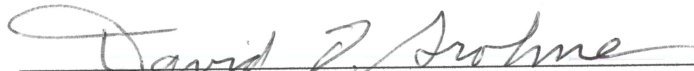


MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY


Chairman


Secretary

MTG PROPERTY HOLDINGS, LLC


David F. Grohne, Manager

CENTRILLIUM PROTEINS, LLC

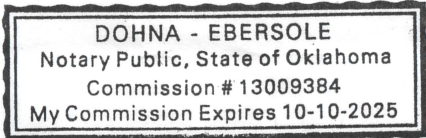

James Harrison, Chief Executive Officer

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
CITY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 12 day of August 2022, by _____, Chairman of the Midwest City Economic Development Authority, a public trust, on behalf of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



(SEAL)

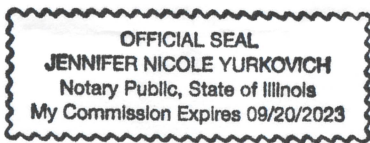
Dohna Ebersole
Notary Public

My Commission Expires: 10-10-2025

ILLINOIS
STATE OF ~~OKLAHOMA~~)
 Grundy) SS:
COUNTY OF ~~OKLAHOMA~~)

BEFORE ME, a notary public in and for said City and state, on this 9 day of August, 2022, personally appeared David ~~AT~~ Grohne, to me known to be the identical person who subscribed the name of MTG PROPERTY HOLDINGS, LLC to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



(SEAL)

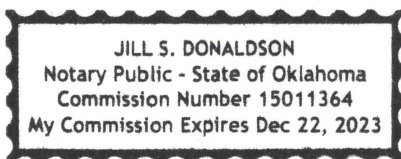
Jennifer Nicole Yurkovich
Notary Public

My Commission expires 9-20-23

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this 12 day of August, 2022, personally appeared James Harrison, to me known to be the identical person who subscribed the name of CENTRILLIUM PROTEINS, LLC to the foregoing instrument as its Chief Executive Officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



Jill S Donaldson
Notary Public

(SEAL)

My Commission expires 12.22.23

APPENDIX "1"

LEGAL DESCRIPTION OF THE PROJECT SITE

A part of the Northwest Quarter of Section 22, T. 12 N., R. 2 W., I.M., Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 22, thence S.89°36'11"W., along the North Line of the Northwest Quarter of said Section 22 and the basis for the bearings in the following description, a distance of 904.87 feet to THE POINT OR PLACE OF BEGINNING; thence S.14°25'07"W., a distance of 1420.55 feet; thence N.79°28'01"W., a distance of 753.87 feet; thence N.00°30'02"W. and parallel with the West Line of the Northwest Quarter of said Section 22, a distance of 614.17 feet to the Easterly Right of Way Line of The Burlington-Northern Railroad; thence N.40°59'32"E., along the Easterly Right of Way Line of The Burlington-Northern Railroad, a distance of 821.35 feet to the North Line of the Northwest Quarter of said Section 22; thence N.89°36'11"E., along the North Line of the Northwest Quarter of said Section 22, a distance of 561.49 feet to the point or place of beginning. Said described tract contains 1,046,752.582 Square Feet or 24.030 Acres, more or less.