

**FIRST AMENDMENT TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This First Amendment to Economic Development Program Agreement ("First Amendment" is entered into this 26 day of January, 2022, by and between the City of Round Rock, Texas, ("City") and Cargill Meat Solutions Corporation, a Delaware corporation ("Cargill").

WHEREAS, the City and ProPortion Foods, LLC, a California limited liability company ("PPF") entered into that one certain Economic Development Program Agreement ("Agreement") on the 25th day of November, 2015; and

WHEREAS, PPF and Cargill merged so that PPF became the Disappearing Entity, and Cargill became the Surviving Entity, as evidenced by the Certificate of Merger from the Secretary of State of California, ("Certificate") a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Cargill would like for the City to acknowledge that Cargill is now the proper entity to comply with the responsibilities and requirements of the Agreement and to receive the benefits of the Agreement;
NOW THEREFORE

It is agreed by and between the City and Cargill that the Agreement is amended as follows:

I.

1.1 Every instance in the Agreement where it refers to either "ProPortion Foods, LLC" or "PPF", it shall be amended to say "Cargill Meat Solutions Corporation" or "Cargill", as appropriate.

II.

2.1 Section 6.10 Notice shall be amended to delete the address and contact information for ProPortion Foods, LLC and replace it with the following

If to Cargill:	Cargill Meat Solutions Corporation 825 East Douglas Avenue Wichita, Kansas 67202 Attention: <u>MARK T. QUAYLE</u> Phone: <u>(316) 291-3430</u> Email: <u>Mark.Quayle@Cargill.com</u>
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III.

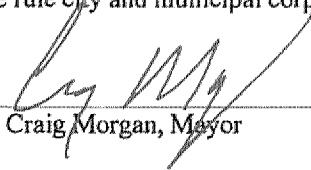
3.1 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

3.2 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

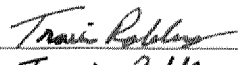
IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed to be effective the ~~26~~ day of January, 2022.

12th day of May, 2022,

CITY OF ROUND ROCK, TEXAS,
a home rule city and municipal corporation

By: 
Craig Morgan, Mayor

CARGILL MEAT SOLUTIONS CORPORATION,
a Delaware corporation

By: 
Travis Robley its FINANCER LEAD

200909910273



State of California Secretary of State

Certificate of Merger

(California Corporations Code sections 1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

OBE MERG

FILED JHR Secretary of State State of California SEP 27 2021 MW

IMPORTANT — Read all instructions before completing this form.

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Table with 4 columns: 1. NAME OF SURVIVING ENTITY, 2. TYPE OF ENTITY, 3. CA SECRETARY OF STATE FILE NUMBER, 4. JURISDICTION. Rows include Cargill Meat Solutions Corporation and Proportion Foods, LLC.

Table for 9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER... with columns for SURVIVING ENTITY and DISAPPEARING ENTITY, including Class and Number, and Percentage Vote Required.

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. [X] No vote of the shareholders of the parent party was required.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION...

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY. 825 East Douglas Avenue, Wichita, Kansas, 67202

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. Section 264 of the Delaware General Corporation Code. 15. FUTURE EFFECTIVE DATE, IF ANY. (Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED. Signatures and dates for Mark T. Quayle and Misty A. High.

For an entity that is a business trust, real estate association, set forth the provision of law or other basis:

EXHIBIT A

Incorporated or otherwise organized under the laws of: _____

OBE MERGER-1 (REV 01/2016)

APPROVED BY SECRETARY OF STATE

200909910273

Statement pursuant to section 17710.17(f)(1)(2)(3)

Title attachment as Attachment to Item 13

The following agreement is made pursuant to California Corporations Code section 17710.17(f)(1)(2)(3).

1. The Company agrees that it may be served in the State of California in a proceeding for the enforcement of an obligation of Proportion Foods, LLC and in proceeding to enforce the rights of any holder of dissenting interest or dissenting shares in Proportion Foods, LLC.
2. The Company irrevocably appoints the Secretary of State of the State of California as the Company's agent to receive service of process on behalf of the Company.

The address to which such service of process and correspondence should be sent is:

Proportion Foods, LLC
15407 McGinty Road West
Wayzata, MN 55391

3. The Company agrees that it will promptly pay the holder of any dissenting interest or dissenting shares in Proportion Foods, LLC, the amount to which that person is entitled under the laws of the State of California.