

**FIRST AMENDMENT TO THE TOLEDO EXPANSION INCENTIVE AGREEMENT  
Between the City of Toledo and Libbey Glass LLC.**

This First Amendment (the "Amendment") to the Toledo Expansion Incentive Agreement between the City of Toledo (the "City") and Libbey, Inc. dated February 7, 2011 (the "Agreement") is made effective on the date provided below upon the authorized signatures of both parties.

**WHEREAS**, in connection with the bankruptcy proceedings of the Libbey Inc., Libbey Glass LLC assumed as of November 12, 2020 all of the rights and obligations of Libbey Inc. under the Agreement and shall serve as the Employer under the Agreement; and

**WHEREAS**, the Employer is long-established Toledo-based company with deep history in the community and has a significant economic impact on the Toledo area in terms of employment, income and investment; and

**WHEREAS**, Employer is desirous to maintain its plant operations and employment in Toledo, Ohio and to consolidate production from another location to the Toledo Plant located at 940 Ash Street, Toledo, Ohio 43611; and

**WHEREAS**, the City desires to support the retention and future development of Employer's Toledo plant and corporate office operations through the amendment and extension of its Toledo Expansion Incentive Agreement dated February 11, 2011 for an additional ten (10) years through December 31, 2030; and

**WHEREAS**, Toledo City Council has authorized the extension of the Toledo Expansion Incentive ("TEI") to Employer and approved this Amendment to the Agreement by Ordinance \_\_\_\_-2022

**NOW THEREFORE**, in consideration of premises and agreements contained herein and agreed to by the parties hereto, the Agreement is amended as follows:

- 1) Amending Section 1. The Project. Section 1 of the Agreement is amended by adding the following additional paragraph immediately after the existing language of Section 1 to read as follows:

City and Employer agree that national and global market and economic conditions have impacted operations at Employer's plants. Beginning January 1, 2020, Employer shall proceed with a Retention Project, which shall be defined as the maintenance of 800-844 jobs at the Employer's Toledo Ash Street Plant, having a minimum annual payroll of \$46 million, and a cumulative investment of approximately \$33 million in machinery and equipment modifications and maintenance and enterprise resource planning systems in Toledo.



Employer shall use best efforts to maintain jobs and complete the proposed investment.

- 2) Amending Section 2. Payroll Benchmarks. Section 2 of the Agreement is amended by adding the following to the end of the existing Section 2:

For each of the Grant and calendar years 2021 through 2030, the Employer's annual Payroll Benchmark shall be Fifty Million dollars (\$50,000,000).

- 3) Amending Section 3. Eligibility and Determination of Grant Awards. Section 3 of the Agreement is amended by adding the following paragraph immediately after the existing language of Section 3:

The grant amount awarded for any grant and calendar year beginning 2021 through 2030 shall be based upon the above calculation, except that the maximum amount of annual municipal payroll income tax eligible to be used to calculate the grant shall not exceed \$1,850,000. This means that the maximum grant award shall be limited to a maximum of \$180,000 for any year beginning 2021 through 2030.

- 4) Amending Section 5. Term. Section 5 of the Agreement is amended and restated to read in its entirety as follows:

5. TERM. This Agreement shall be for a term of 20 years, commencing on January 1, 2011 and continuing through Grant Year 20 ending December, 31, 2030, provided Employer is in compliance with all terms and conditions of this Agreement, as amended. The TEI Grant authorized by this Agreement will be awarded for those Grant Years in which Employer's Grant Year Payroll exceeds the applicable Payroll Benchmark as provided in Section 3. Any Grant amount to which Employer is entitled for Grant Year 20, will remain due and payable in by City in 2031, and all applicable terms related to the determination, review, award and payment of any 20<sup>th</sup> Grant Year award shall survive termination for a period of one year.

- 5) Capitalized Terms. Capitalized terms shall have the same meaning as defined herein, including in the above recitals, or if undefined herein, as in the Agreement.
- 6) Counterparts. This Amendment to the Agreement may be executed in one or more counterparts each of which, when assembled together, shall constitute one the same original.

7) Effective Date and Ratification. The parties agree that this Amendment shall be deemed to be effective as of December 31, 2020 (the "Effective Date"). From and after the Effective Date, this First Amendment amends and modifies the terms of the Agreement only to the extent expressly provided herein. The Agreement as amended shall continue in full force and effect until the expiration or termination thereof, and the Agreement as amended by this First Amendment, is hereby ratified and confirmed by the parties.

**IN WITNESS WHEREOF**, Libbey Glass LLC, as successor in interest to the rights and obligations of Libbey, Inc., and the City of Toledo have each caused this First Amendment to the Toledo Expansion Incentive Agreement to be signed and delivered in their respective names by their duly authorized officers.

**LIBBEY GLASS LLC.**

By: \_\_\_\_\_

*Amezquita*  
Juan Amezquita,  
SVP, Chief Financial Officer and Treasurer

Date: \_\_\_\_\_

*02/15/2022*

**CITY OF TOLEDO**

By: \_\_\_\_\_

Wade Kapszukiewicz,  
Mayor

Date: \_\_\_\_\_

Approved as to Content:

\_\_\_\_\_  
Director,  
Economic Development

Approved as to Form:

\_\_\_\_\_  
Law Department