2024-1001
12-17-24

FIRST AMENDMENT TO PROGRAM PROJECT AGREEMENT

THIS FIRST AMENDMENT TO PROGRAM PROJECT AGREEMENT (this "**First Amendment**") is made effective for all purposes as of December 20, 2024, by and between Envases Commerce, LLC, a Delaware limited liability company ("**Envases**"), IZ Texas, LLC, a Texas limited liability company ("**IZ**"), and the Waco McLennan County Economic Development Corporation, a Texas non-profit corporation ("**WMCEDC**"). Envases, IZ, and WMCEDC are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

BACKGROUND

The Parties hereto entered into that certain Program Project Agreement dated effective December 20 2024 ("**Agreement**"), pursuant to which Envases and IZ agreed to make certain investments in McLennan County, and WMCEDC agreed to provide certain incentives to support those investments.

The Parties wish to amend certain sections of the Agreement as set forth in detail below.

Accordingly, the Parties agree as follows:

1. **Capitalized Terms**. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Agreement.

2. **Amendments**.

a. Section 2.1.2.2 of the Agreement is hereby deleted and replaced with the following:

"**2.1.2.2** On or before December 1, 2022, no less than thirty-five million dollars ($35,000,000.00) in Facility Investment."

b. Section 2.1.3 of the Agreement is hereby deleted and replaced with the following:

"**2.1.3** **Certificate of Occupancy** – IZ or Envases shall obtain a certificate of occupancy for an aluminum beverage packaging manufacturing use at the Facility which shall be at a minimum 450,000 square feet on or before December 1, 2024; and"

c. Section 2.1.4.1 of the Agreement is hereby deleted and replaced with the following:

"**2.1.4.1** On or before December 31, 2023, no less than sixty-five million dollars ($65,000,000.00) in personal property improvements including machinery and equipment, which shall exclude furniture and fixtures;"

d. Section 2.1.5 of the Agreement is hereby deleted and replaced with the following:

"**2.1.5** **Facility Remain Open and Operational** – The Facility shall be operational as an aluminum beverage packaging manufacturing plant on or before December 31, 2024. Thereafter, the Companies shall maintain the Facility at the Land as open and operational through the Term of this Agreement."

e. Section 2.5.2 of the Agreement is hereby deleted and replaced with the following:

"SCANNED"

"**2.5.2** If Companies fail to comply by more than 5% but maintain the Facility Investment and the Personal Property Investment at 80% of the requirement, Companies shall reimburse WMCEDC proportionally based on the percentage of non-compliance on an annual basis. For instance, on or before December 31, 2023, Envases is required to cause to be invested no less than 90% of $65,000,000.00 in Personal Property Investment and maintain that amount through the Term of the Agreement. If by December 31, 2023, Envases had invested only $52,000,000.00 in Personal Property Investment, then Companies shall reimburse WMCEDC 20% of the $4,000,000.00 Incentive Fund payment which would be $800,000.00 if no other claw back had been exercised at that time."

f. Section 2.5.3 of the Agreement is hereby deleted and replaced with the following:

"**2.5.3** If however, Envases had invested less than 80% of the Personal Property Investment on or before December 31, 2023, then WMCEDC may terminate this Agreement, and Companies shall make a repayment of all of the Incentive Funds actually received upon sixty (60) days written demand by WMCEDC."

g. Section 4.1 of the Agreement is hereby deleted and replaced with the following:

"**4.1** **TERM**. This Agreement shall be effective from the Effective Date until December 31, 2027."

3. **Miscellaneous**. Except at expressly amended by this First Amendment, all other items and provisions of the Agreement remain unchanged and will continue in full force and effect. This First Amendment may be executed in multiple counterparts, and by facsimile or electronic mail, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument. The terms of this First Amendment control over any conflicts between the terms of the Agreement and the terms of this First Amendment.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date set forth above.

ENVASES COMMERCE, LLC

By: _____
Diego Genera, Managing Director

IZ TEXAS, LLC

By: _____
Diego Genera, Managing Director

WACO MCLENNAN COUNTY
ECONOMIC DEVELOPMENT CORPORATION

By: _____
Scott M. Felton, President

CITY OF WACO

By: _____
Bradley Ford
City Manager

ATTEST:

By: _____
Michelle Hicks
City Secretary

CITY OF WACO TEXAS

McLENNAN COUNTY

By: _____ 12/17/24
Honorable Scott M. Felton
County Judge

APPROVED AS TO FORM & LEGALITY:

By: _____
Kathleen Perdon
Acting City Attorney, City of Waco