

## **FIRST AMENDMENT TO EQUIPMENT LEASE AGREEMENT**

This First Amendment to Equipment Lease Agreement (this “First Amendment”) is effective as of September 14, 2017 (the “Effective Date”), by and between the South Bend Redevelopment Commission (the “Commission”) and Norres North America Inc., a Delaware corporation (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

### **RECITALS**

WHEREAS, the Parties entered into that certain Economic Development Agreement dated July 28, 2014 (the “Development Agreement”); and

WHEREAS, pursuant to the Development Agreement, the Parties entered into that certain Equipment Lease Agreement dated July 28, 2014 (the “Lease”); and

WHEREAS, the Parties mutually acknowledge and agree that the Commencement Date of the Lease was January 27, 2015; and

WHEREAS, the Parties desire to amend certain terms and provisions of the Lease as stated in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations stated in this First Amendment and the Lease, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The following information is inserted into Schedule A to the Lease immediately following the phrase “List of Equipment and Location of Installation”:

- A. Dehumidifying dryer (Sterling Products, Inc.) [Location: 2520 Foundation Drive, South Bend, Indiana 46628]
- B. Walk-behind floor scrubber (System Clean, Inc.) [Location: 2520 Foundation Drive, South Bend, Indiana 46628]
- C. Racking system and logistical warehouse solution (Balint/Ryder) [Location: 2520 Foundation Drive, South Bend, Indiana 46628]
- D. Extruder (CDS) [Location: 2520 Foundation Drive, South Bend, Indiana 46628]

2. Unless expressly modified by this First Amendment, the terms and provisions of the Lease remain in full force and effect.

3. This First Amendment will be governed by and construed in accordance with the laws of the State of Indiana.

4. Capitalized terms used in this First Amendment will have the meanings set forth in the Lease unless otherwise stated herein.

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Equipment Lease Agreement to be effective on the Effective Date stated above.

COMMISSION:

CITY OF SOUTH BEND,  
DEPARTMENT OF REDEVELOPMENT

\_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

DEVELOPER:

NORRES NORTH AMERICA INC., a Delaware corporation

By:           M.A.E            
Printed:           Mark Bubnick            
Its:           9-5-17          

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