



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: September 14, 2017
FROM: Angelina Billo, Business Development and Economic Resources
SUBJECT: Noble Americas South Bend Ethanol Equipment Lease Agreement

On July 17, 2014 the Commission and Noble Americas South Bend Ethanol LLC entered in to an Economic Development Memorandum of Understanding and an Equipment Lease Agreement, where the Commission acquired and leased certain equipment to Noble Americas South Bend Ethanol.

The Agreement, in part, called for a total investment of \$31,175,000 by 2018. This investment is also projected to generate 50 new jobs. Today's action is to execute the First Amendment to Economic Development Agreement and the First Amendment to Equipment Lease Agreement which details the equipment list as set forth in the Exhibit A of the Development Agreement and in the Schedule A of the Equipment Lease Agreement.

Staff is requesting the approval and execution of the enclosed Amendments.

INTERNAL USE ONLY: Project Code: _____
Total Amount new/change (inc/dec) in budget: _____; broken down by:
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____
Existing PO# _____ Inc/Dec \$ _____

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT MEMORANDUM OF UNDERSTANDING

This First Amendment to Economic Development Memorandum of Understanding (this “First Amendment”) is effective as of September 14, 2017 (the “Effective Date”), by and between the South Bend Redevelopment Commission (the “Commission”) and Noble Americas South Bend Ethanol LLC, a Delaware limited liability company (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Economic Development Memorandum of Understanding dated July 17, 2014 (the “Development Agreement”); and

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

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

1. The following information is inserted into Exhibit A to the Development Agreement immediately following the phrase “Equipment List”:

A. Base Tricanter System (corn oil separation process) comprised of the following: 1 each Centrifuge Z6E-4/444 Flottweg or equivalent; 1 each approx. 260 gal SS Defatted Syrup Tank; 1 each approx. 380 gal SS Bio-Oil Receiver; 1 each approx. 3500 gal SS Syrup Centrifuge Feed Tank; 1 each Tricanter Feed pumps - Waukesha 125 GPM or equivalent; 1 each Solids Return Pump - Sulzer 120 GPM or equivalent; 1 each Bio-oil Recovery pump - Waukesha 10 GPM or equivalent; 1 each Bio-oil Recycle pump - Waukesha 2 GPM or equivalent; 1 each Tricanter Feed Tank Agitator - ProQuip or equivalent; interconnecting piping, manual valves, and minor equipment required for the equipment located on the skid per ICM design requirements; and instrumentation and electronic valves required for the equipment located on the skid per ICM design requirements.

2. Unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement 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 Development Agreement unless otherwise stated herein.

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Economic Development Memorandum of Understanding 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:

NOBLE AMERICAS SOUTH BEND ETHANOL
LLC, a Delaware limited liability company

By:  _____

Printed: Ralph Torrance

Its: Vice President



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