

## **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 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, pursuant to the Development Agreement, the Parties entered into that certain Equipment Lease Agreement dated July 17, 2014 (the “Lease”); and

WHEREAS, the Parties mutually acknowledge and agree that the Commencement Date of the Lease was January 13, 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. 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. [Location: 3201 W. Calvert St., South Bend, IN 46613; Tax Key Number 018-8112-4258]

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:

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

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

Printed: Ralph Torrance

Its: Vice President

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