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Date January 28, 2007

COMMUNICATION from the City Manager regarding a request from Vision Fuels Des Moines, LLC, represented by Dan Cornelison, CEO, for an extension on the time allowed under the Amended and Restated Urban Renewal Agreement for Sale of Land for Private Redevelopment for closing on the purchase of approximately 164 acres of City-owned land located south of Vandalia Road in the SE Agribusiness Park.

(Council Communication No. 08- 027)

MOVED by _____ to receive and file, and to direct the City Manager to negotiate the appropriate amendment to the Urban Renewal Agreement for future consideration by the City Council.

FORM APPROVED:

Roger K. Brown

Roger K. Brown

Assistant City Attorney

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COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

MOTION CARRIED

APPROVED

Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

January 16, 2008

City Manager's Office
Att: Rick Clark
City Hall
400 Robert D. Ray Drive
Des Moines, IA 50309

Re: Amended and Restated Urban Renewal Agreement For Sale of Land For
Private Development (the "Agreement.")

Parties: City of Des Moines and Vision Fuels Des Moines, LLC

Dear Mr. Clark,

Section 203 of the Agreement provides that the Closing on the sale of the Property to Developer shall occur no later than February 1, 2008. Please consider this letter a request for a two part extension of that date, as follows:

Equity and Debt Commitment Extension.

1. Vision Fuels shall have until June 1, 2008 to provide the City Manager written proof of a commitment for the infusion of equity in an amount not less than \$30,000,000. This commitment shall be from a reputable source with the financial ability to perform by delivering the committed equity at financial close.
2. Vision Fuels shall have until June 1, 2008 to provide to the City Manager written proof of a commitment for the provision of \$120,000,000 or more of debt financing, or sufficient debt financing that no further equity is required by Vision Fuels as otherwise required in paragraph 1. This commitment for debt financing shall be from a reputable source with the financial ability to perform by delivering the funds for debt financing at financial close.
3. Vision Fuels has delivered to the City a Good Faith Deposit of \$848,000. Vision Fuels will tender an additional Good Faith Deposit of \$100,000 upon execution of this letter by the City providing for the extensions as provided herein. The \$100,000 Good Faith Deposit shall be subject to the terms described in Section 201 of the Agreement, and like the original \$848,000, shall only be returned to Vision Fuels upon the issuance of the Certificate of Completion for the Improvements as set forth in Section 201.
4. Vision Fuels agrees that June 1, 2008 is a final "drop dead date" and that if the conditions set forth in paragraphs 1 through 3 are not met that no further extensions will be requested.

Diligence and Closing Extension.

In the event that Vision Fuels successfully meets each condition set forth in paragraphs 1 through 3 above prior to June 1, 2008, then the City Des Moines agrees, without the need for further action, to allow Vision Fuels until November 1, 2008 to complete due diligence required by its equity and debt sources necessary to reach final close and to close on the sale of the land from the City of Des Moines to Vision Fuels.

The City of Des Moines acknowledges that Vision Fuels is legally required to keep financial information confidential, including the commitment for any specific amount of equity or debt as set forth in paragraphs 1 or 2 above and the City of Des Moines will take all appropriate action to maintain this confidentiality.

If the City of Des Moines agrees to the terms set forth in this letter extension, please execute below. Once executed, this letter shall be considered an amendment of the above described Agreement.

Sincerely,

Dan Cornelison
CEO

The terms of this letter and the two phase extension process is agreed to by the City of Des Moines this ___ day of January, 2008.

City of Des Moines, Iowa

Approved By City Council

Date: _____

Roll Call No. _____

T.M. Franklin Cownie, Mayor