

# EXHIBIT A

Explanation of Content  
Transaction Number 2711503



Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

**C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

ADDENDUM TO  
GOVERNMENT EQUIPMENT LEASE-PURCHASE AGREEMENT  
between  
CATERPILLAR FINANCIAL SERVICES CORPORATION  
and  
CITY OF DULUTH

Dated as of the date of the last date of signature shown below.

This Addendum to that certain "Government Equipment Lease-Purchase Agreement" (the "Lease") for the leasing of Twenty (20) Caterpillar Motor Graders as authorized by City Council Resolution No. 15-0209 on behalf of the City of Duluth ("Lessee"), hereby amends and modifies the Lease and, to the extent that any of the terms or conditions of this Addendum conflict with any of the terms or conditions of the Lease, the terms and conditions of this Addendum shall supersede those contained in the Lease and shall be controlling on them.

1. Non-Appropriation Clause

In approving the Lease, Lessee has manifested its intention to lease the equipment leased thereunder for the full term of the Lease. But both Lessor and Lessee hereby acknowledge that the existing City Council of Lessee cannot legally bind any subsequent City Council to appropriate funds to make the payments required under the Lease. Staff of Lessee agrees to request funds for make such payments in each of its annual budget requests sent to Lessee's City Council but, if any subsequent City Council fails to appropriate funds to make any payments due under the Lease when due and payable thereunder, the Lease shall be deemed to be terminated as of the date when all funds appropriated for the payment of such Lease payments have been exhausted (the "Termination Date"). Lessee shall notify Lessor of such termination as promptly as possible upon determining that a termination will occur or is likely to occur; in any event Lessee will provide such notice at least fifteen (15) days prior to the Termination Date. Upon any such termination, Lessee, on or before the Termination Date, shall deliver said equipment, at Lessee's sole expense, in accordance with the requirements of Section 13 of the Lease and thereafter the Lease shall be deemed to have been terminated and to be of no further force and effect and (except for Lessee's liability should it fail to return the equipment as required by Section 13) neither Lessor nor Lessee shall have any further liability thereunder, including any obligation to make Lease payments or any other payment arising out of the termination of the Lease.

2. Indemnity

Notwithstanding the provisions of Section 10 of the Lease, the City's liability under the Lease and its obligation to indemnify Lessor shall be limited in the manner and to the extent provided for in Minnesota Statutes Chapter 466 and nothing herein shall be deemed to abrogate or extend the City's liability in any way beyond the scope or in amounts in excess of that provided for in that statute.

3. Insurance-Supplementary Language

Notwithstanding the provisions of section 11 of the Lease, Lessee shall have the right to self-insure for any risk required to be insured pursuant to the Lease. If the Lessee chooses to self-insure any such risk, (i) such self-insurance shall extend coverage to Lessor to the same extent as insurance required by the Lease written in accordance with industry standards would have provided protection to Lessor, and (ii) Lessee will deliver to Lessor, prior to Lessor's execution of the Lease, evidence satisfactory to Lessor that Lessee has such self-insurance in place. With respect to any required insurance for which Lessee does not choose to self-insure, Lessee shall provide Lessor with evidence of such insurance coverage in accordance with Section 11 of the Lease.

CITY OF DULUTH

CATERPILLAR FINANCIAL SERVICES  
CORPORATION

("Lessee")

("Lessor")

✓ By: \_\_\_\_\_  
Don Ness  
Mayor

By: \_\_\_\_\_  
(Name) \_\_\_\_\_

Attest:

✓ \_\_\_\_\_  
City Clerk

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

(Date) \_\_\_\_\_

Approved:

Countersigned:

✓ \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
City Auditor

**Approved as to terms and form:**

The signature below on behalf of Caterpillar Financial Services Corporation ("Lessor") is provided for the sole purpose of indicating Lessor's approval of the terms and form of the foregoing document, and does not constitute Lessor's offer or acceptance of the contract memorialized by such document. Upon Lessor's determination that the City of Duluth (i) has performed its prerequisite obligations for the Governmental Equipment Lease-Purchase Agreement as set forth therein and, (ii) acting by and through an authorized signatory, has executed the foregoing document, Lessor will execute the foregoing document for the purposes of becoming bound by the terms thereof.

Caterpillar Financial Services Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

L. Lynann Freshour  
Documentation Manager

10/8/15

Governmental Equipment Lease-Purchase Agreement  
Transaction Number 2711503



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Avenue  
Nashville, TN 37203

LESSEE ("you" or "your"):

CITY OF DULUTH  
411 WEST 1ST STREET ROOM 107 CITY HALL  
DULUTH, MN 55802

In reliance on your selection of the equipment described on Schedule A (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
SEE SCHEDULE A FOR A DESCRIPTION OF THE UNITS.				

SEE SCHEDULE A FOR A DESCRIPTION OF THE UNITS.

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$14,646.00 will be paid in advance and the balance of the Lease Payments is payable in 54 successive monthly payments of which the first 53 payments are in the amount of \$14,646.00 each, and the last payment is in the amount of \$1,895,000.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 730669; Dallas, TX 75373-0669 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.65% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

## SIGNATURES

LESSOR  
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to terms and form:

The signature below on behalf of Caterpillar Financial Services Corporation ("Lessor") is provided for the sole purpose of indicating Lessor's approval of the terms and form of the foregoing document, and does not constitute Lessor's offer or acceptance of the contract memorialized by such document. Upon Lessor's determination that the City of Duluth (i) has performed its prerequisite obligations for the Governmental Equipment Lease-Purchase Agreement as set forth therein and, (ii) acting by and through an authorized signatory, has executed the foregoing document, Lessor will execute the foregoing document for the purposes of becoming bound by the terms thereof.

Form No. GOVLEP

LESSEE  
CITY OF DULUTH

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Caterpillar Financial Services Corporation  
By: Lynann Freshour MGT  
Title: Documentation Manager  
Date: 10/8/15

**Attachment A to Governmental Lease-Purchase Agreement**  
**Transaction Number 2711503**

**PARTIES**

**LESSOR:**

CATERPILLAR FINANCIAL SERVICES CORPORATION  
 2120 West End Avenue  
 Nashville, TN 37203

**LESSEE:**

CITY OF DULUTH  
 411 WEST 1ST STREET ROOM 107 CITY HALL  
 DULUTH, MN 55802

**DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
1 New 12M3AWD Caterpillar Motor Grader	N9P00142	\$1,487.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00155	\$1,487.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00153	\$1,459.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00156	\$1,459.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00160	\$1,459.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00157	\$1,459.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00154	\$1,459.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00162	\$1,459.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00137	\$1,459.00	\$189,500.00	_____
1 New 12M3AWD Caterpillar Motor Grader	N9P00159	\$1,459.00	\$189,500.00	_____

Attachment A to Governmental Lease-Purchase Agreement  
Transaction Number 2711503

**SIGNATURES**

LESSOR  
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE  
CITY OF DULUTH

✓ Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Approved as to terms and form:**

The signature below on behalf of Caterpillar Financial Services Corporation ("Lessor") is provided for the sole purpose of indicating Lessor's approval of the terms and form of the foregoing document, and does not constitute Lessor's offer or acceptance of the contract memorialized by such document. Upon Lessor's determination that the City of Duluth (i) has performed its prerequisite obligations for the Governmental Equipment Lease-Purchase Agreement as set forth therein and, (ii) acting by and through an authorized signatory, has executed the foregoing document, Lessor will execute the foregoing document for the purposes of becoming bound by the terms thereof.

Caterpillar Financial Services Corporation

By: L. Lynann Freshour

Title: Documentation Manager

Date: 10/8/15

**CUSTOMER INFORMATION VERIFICATION**  
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: \_\_\_\_\_

Current Information on file	Please make corrections here
Customer Name:	CITY OF DULUTH
Physical Address:	411 WEST 1ST STREET ROOM 107 CITY HALL DULUTH, MN 55802
Mailing Address:	411 WEST 1ST STREET ROOM 107 CITY HALL DULUTH, MN 55802
Equipment Location:	411 W 1ST ST DULUTH, MN 55802, ST LOUIS
Business Phone:	(218)730-5033
E-mail Address:	daparker@duluthmn.gov
Accounts Payable Contact Name and Phone:	
<u>Tax Information</u>	
Sales Tax Rate:	0
(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)	
City Limits	Asset outside the City Limits? Yes ___ No ___

**Tax Exemption Status**

Please indicate if you are tax exempt. ☐ Exempt\*  
☐ Non-Exempt

*\*A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.*

**The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.**

**\*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

- ☐ ALL CONTRACTS  
☐ THIS CONTRACT ONLY

**THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.**

✓  
Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*





## Meeting Minutes

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ZIEGLER INC.  
901 WEST 94TH STREET  
BLOOMINGTON MN 55420-4299

### Reference:

CITY OF DULUTH

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT



# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded <input type="checkbox"/> years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded <input type="checkbox"/> years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) <input type="checkbox"/>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

- |            |  |  |  |
|------------|--|--|--|
| <b>35</b>  |  |  |  |
| <b>36a</b> |  |  |  |
| <b>37</b>  |  |  |  |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
- d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box . . . . . ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ \_\_\_\_\_
- c** Type of hedge ▶ \_\_\_\_\_
- d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no. ▶			

# MINNESOTA • REVENUE

## Certificate of Exemption

ST3

**Purchaser:** Complete this certificate and give it to the seller.

**Seller:** If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

☐ Check if this certificate is for a single purchase and enter the related invoice/purchase order # \_\_\_\_\_

Name of purchaser \_\_\_\_\_

Business address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Purchaser's tax ID number \_\_\_\_\_ State of issue \_\_\_\_\_

If no tax ID number, enter one of the following:	FEIN	Driver's license number/State issued ID number
		state of issue number

Name of seller from whom you are purchasing, leasing or renting \_\_\_\_\_

**Caterpillar Financial Services Corp**

Seller's address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

**2120 West End Ave Nashville TN 37203**

Type of business. Circle the number that describes your business.

- |   |                                       |
|---|---------------------------------------|
| 01 Accommodation and food services            | 11 Transportation and warehousing     |
| 02 Agricultural, forestry, fishing, hunting   | 12 Utilities                          |
| 03 Construction                               | 13 Wholesale trade                    |
| 04 Finance and insurance                      | 14 Business services                  |
| 05 Information, publishing and communications | 15 Professional services              |
| 06 Manufacturing                              | 16 Education and health-care services |
| 07 Mining                                     | 17 Nonprofit organization             |
| 08 Real estate                                | 18 Government                         |
| 09 Rental and leasing                         | 19 Not a business (explain) _____     |
| 10 Retail trade                               | 20 Other (explain) _____              |

Reason for exemption. Circle the letter that identifies the reason for the exemption.

- |   |   |
|---|---|
| A Federal government (department) _____                   | J Agricultural production/Farm Machinery & Replacement Parts                                      |
| B Specific government exemption (from list on back) _____ | K Industrial production/manufacturing   |
| C Tribal government (name) _____                          | L Direct pay authorization  |
| D Foreign diplomat # _____                                | M Multiple points of use (services, digital goods, or computer software delivered electronically) |
| E Charitable organization # _____                         | N Direct mail   |
| F Educational organization # _____                        | O Other (enter number from back page) _____   |
| G Religious organization # _____                          | P Percentage exemption  |
| H Resale  | <input type="checkbox"/> Advertising (enter percentage) _____ %                                   |
| I Capital Equipment                                       | <input type="checkbox"/> Utilities (enter percentage) _____ %                                     |
|   | <input type="checkbox"/> Electricity (enter percentage) _____ %                                   |

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of authorized purchaser \_\_\_\_\_ Print name here \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_