

1. PARTIES

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

CATERPILLAR FINANCIAL SERVICES CORPORATION 2120 West End Avenue Nashville, TN 37203 LESSEE ("you" or "your"):

DODGE COUNTY HIGHWAY DEPARTMENT 435 N PARK RM 204 FREMONT, NE 68025-4977

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement 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 | STUB 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 2022 Caterpillar 140-15AWD Motor Grader EB300452

SEE ATTACHMENT

\$1.00

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"). FAILED Invocation of method 'concat' class java.lang.String threw exception java.lang.NullPointerException at custom script[line 48, column 59]. 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 CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 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 cancelation, 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 2.49% 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. 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 copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) 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 | LESSEE | DODGE COUNTY HIGHWAY DEPARTMENT |
| Signature | | Signature | × dean andrews |
| Name (Print) | | Name (Print) | Lean Andrews |
| Title | | Title | * Asst. Dodge Co. thwy Supt. |
| Date | | Date | × 11-24-21 |



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Nebraska (the "State") authorize DODGE COUNTY HIGHWAY DEPARTMENT (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar: and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

| | that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons" | <u>ons</u> "): |
|---------------|---|---|
| | [PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON | BELOW] |
| | Name (Print or Type) Title (Print or Type) | |
| | | |
| | 4 | |
| | | |
| | be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and delive assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems Equipment, including the signing and delivery of the Agreement and related documents; and | er to Caterpillar, and its successors and necessary or advisable to acquire the |
| | that the signatory below is authorized to attest to these resolutions and affix the seal of the Government resolutions, and any related documents; and | ental Entity to the Agreement, these |
| | that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or c Governmental Entity or against its taxing power, except to the extent that the payments payable unde obligations of the Governmental Entity as provided in the Agreement; and | |
| | that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary lial any charge upon its general credit or against its taxing power, except to the extent that the payments paya limited obligations of the Governmental Entity as provided in the Agreement; and | cility upon the Governmental Entity or ble under the Agreement are special |
| | that the authority granted by these resolutions will apply equally and with the same effect to the successors in office | ce of the Authorized Persons. |
| adop as re | of DODGE COUNTY HIGHWAY DEPARTMENT, certify true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolution adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing present and voted in favor of these resolutions. | regularly called and held in all respects |
| lalso | I also certify that these resolutions are still in full force and effect and have not been amended or revoked. | |
| IN W | IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental I | Entity. |
| Se | SIGNATURE [To be signed by authorized individual.] | |
| | Signature X | |
| | Title × | |

Date

Purchase Agreement Contract Number 001-70058161



This Purchase Agreement is between **NEBRASKA MACHINERY COMPANY** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

| Description of Unit(s) (1) 140-15AWD CATERPILLAR Motor Grader | <u>Serial#</u> EB300452 | <u>VIN #</u> | <u>Freight</u> \$ | <u>Total Price</u> \$228,840.00 |
|--|--|---------------------------|----------------------|--|
| Lessee: DODGE COUNTY HIGHWAY DEPARTMENT 435 N PARK RM 204 FREMONT, NE 68025-4977 | Subtotal Federal Excise Other Tax Total Purchas Unit(s) Deliver 435 N PARK A FREMONT, NE | e Price y Point: VE | | \$228,840.00 \$0.00 \$0.00 \$228,840.00 |

See next page for additional terms and conditions.

| SIGNATURES | |
|--|----------------------------|
| CATERPILLAR FINANCIAL SERVICES CORPORATION | NEBRASKA MACHINERY COMPANY |
| Signature | Signature |
| Name (Print) | Name (Print) |
| Title | Title |
| Date | Date |

Additional Terms and Conditions Contract Number 001-70058161



- 1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
- 2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
- Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
- 4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
- 5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
- 6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
- 7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
- 8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment,
- 9. This Purchase Agreement shall become effective only upon execution by Cat Financial.



| 1. PARTIES | | | Control of the second of the s | |
|--|---------|-------------------|--|---|
| LESSOR CATERPILLAR FINANCIAL SERVICES CORP | ORATION | LESSEE DODGE C | COUNTY HIGHWAY DEPARTMENT | |
| 2. PAYMENT SCHEDULE | | | | |
| PAYMENT NUMBER | PAYMENT | DATE | PAYMENT AMOUN | Ţ |
| 1 - 3 | | | \$80,197.0 | 8 |
| 4 | | | \$1.0 | C |
| SIGNATURES | | | | |
| CATERPILLAR FINANCIAL SERVICES CORPO | PRATION | | OUNTY HIGHWAY DEPARTMENT | |
| Signature | | Signature | * dear andrews | - |
| Name (Print) | | Name (Prin | nt) Y Jean Andrews | - |
| Title | | Title | 4 Asst. Dodge Co. Hwy Supt. | _ |

Date

Date

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown, Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call 1-800-248-4228, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

001-70058161

Dealer Name:

NEBRASKA MACHINERY COMPANY

Customer's Name:

DODGE COUNTY HIGHWAY DEPARTMENT

Address:

Signature

Name(Print)

Title

Date

435 N PARK RM 204

FREMONT, NE 68025-4977

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

MAKE/MODEL

DESCRIPTION OF UNITS

SERIAL/VIN

Value Including Tax

1 New Caterpillar 140-15AWD

2022 Motor Grader

EB300452

\$228,840.00

| Y Nebraska Interd Insurance Agency | Jovernmental Risk May Insurance Agent's | Magement Association |
|---|--|---|
| 7 8040 Eiger Drive Street Address | e | |
| 7 hincoln | NE State | 68501-5210 Zip |
| 4 800 - 649 - 6671 Agent's Phone Number | H02-742-9236 Fax Number | <u>Craigonirma, info</u> E-mail Address |
| TO CUSTOMER'S INSURANCE AGENT | | |
| I hereby instruct you to add Caterpillar Fir Additional Insured for general liability: | nancial Services Corporation as a Los | s Payee for physical damage and as an |
| [] To my existing policy number(s) | | , which now provide the coverage required, or |

[] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO: CATERPILLAR FINANCIAL SERVICES CORPORATION 2120 West End Avenue Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE



NEBRASKA MACHINERY COMPANY 11002 SAPP BROTHERS DR OMAHA, NE 68138-4812

Reference:

DODGE COUNTY HIGHWAY DEPARTMENT

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

Department of the Treasury

Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e) ▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

| Pari | Reporting Author | ity | | | Check box if | f Amende | d Return 🕨 🗌 |
|---------|--|--------------------------------------|---|---------------|----------------------------------|------------------|--------------------|
| 1 4 | ssuer's name | | | | 2 Issuer's empl | oyer identific | cation number (EIN |
| DODG | E COUNTY | | | | | | |
| 3a N | Name of person (other than issuer) | with whom the IRS may commun | nicate about this return (see i | nstructions) | 3b Telephone nun | nber of other | person shown on 3a |
| 4 N | Number and street (or P.O. box if m | nail is not delivered to street addr | ess) | Room/suite | 5 Report number | r (For IRS Use | Only) |
| 435 N | PARK | | | | | | 3 |
| 6 (| City, town, or post office, state, and | d ZIP code | | | 7 Date of issue | | |
| FREM | ONT, NEBRASKA 68025 | | | | } | 11/16/2021 | |
| 8 1 | lame of issue | | | | 9 CUSIP number | ſ | |
| CATE | RPILLAR FINANCIAL LEASE | -PURCHASE AGREEMENT | | | | NONE | |
| 10a N | lame and title of officer or other en | nployee of the issuer whom the If | RS may call for more informa | ition | 10b Telephone au employee sho | | er or other |
| Part | Type of Issue (En | ter the issue price.) Se | ee the instructions and | attach sch | edule. | | |
| 11 | Education | | | | | 11 | |
| 12 | Health and hospital . | | | | | 12 | |
| 13 | Transportation | | | | | 13 | |
| 14 | Public safety | | | | | 14 | |
| 15 | Environment (including se | wage bonds) | | | | 15 | |
| 16 | • | | | | | 16 | |
| 17 | Utilities | | | | | 17 | |
| 18 | Other. Describe ▶ | | | | | 18 | |
| | If bonds are TANs or RAN | | | | | | |
| | If bonds are BANs, check | | | | | | |
| 20 | If bonds are in the form of | | | | | <u></u> | |
| Parti | U Vescription of Bo | nois. Complete for the | entire issue for whic | | | 1 | |
| | (a) Final maturity date | (b) issue price | (c) Stated redemption price at maturity | | (d) Weighted erage maturity | | (e) Yield |
| 21 | 11/16/2024 | \$ 229,090.00 | | N/A | 3 years | | 2.49 % |
| Parti I | W Uses of Proceeds | of Bond Issue (includ | ling underwriters' d | discount) | | | |
| 22 | Proceeds used for accrue | d interest | | | | 22 | |
| 23 | Issue price of entire issue | (enter amount from line 2° | 1, column (b)) | | | 23 | |
| | Proceeds used for bond is | | | | | | |
| | Proceeds used for credit e | | | | |] | |
| 26 | Proceeds allocated to reas | sonably required reserve o | or replacement fund | . 26 | | | |
| | Proceeds used to refund p | | | | | | |
| | Proceeds used to refund p | | | | | | |
| 29 | Total (add lines 24 through | 128) | | | | 29 | |
| _30 | Nonrefunding proceeds of | the issue (subtract line 29 | from line 23 and ente | er amount h | | 30 | |
| Part | Description of Ref | f unded Bonds. Comple | ete this part only for | refunding | bonds. | | |
| | Enter the remaining weight | - · | · | | ed 🕨 | | years |
| | Enter the remaining weight | • | | | > | | years |
| | Enter the last date on whic | | | (MM/DD/Y | YYY) ▶ | | |
| 34 | Enter the date(s) the refund | ded bonds were issued 🟲 | (MM/DD/YYYY) | | | w <u>aran</u> | |
| For Pap | erwork Reduction Act Notic | e, see separate instruction | s. Ca | t. No. 63773S | | Form 8038 | }-G (Rev. 10-2021) |

| Form 8 | 038-G (Re | v. 10-2021) | | Page |
|-------------|-----------|---|-----------------------|--|
| Part | VII I | /liscellaneous | | |
| 35 | Enter | the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | |
| 36a | (GIC). | the amount of gross proceeds invested or to be invested in a guaranteed investment contract. | 36a | |
| b | Enter | the final maturity date of the GIC ► (MM/DD/YYYY) | | , |
| С | Enter t | he name of the GIC provider ▶ | | ı |
| 37 | to othe | I financings: Enter the amount of the proceeds of this issue that are to be used to make loans or governmental units | 37 | |
| 38a | If this i | ssue is a loan made from the proceeds of another tax-exempt issue, check box $ ightlest$ and enter | the fo | llowing information |
| b | Enter t | he date of the master pool bond ► (MM/DD/YYYY) | | |
| С | Enter t | he ElN of the issuer of the master pool bond ▶ | | |
| d | Enter t | he name of the issuer of the master pool bond ▶ | | |
| 39 | If the is | ssuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check be | <u>-</u> | 🕨 🗀 |
| 40 | | ssuer has elected to pay a penalty in lieu of arbitrage rebate, check box | | ▶ <u>[</u> |
| 41a | | ssuer has identified a hedge, check here 🕨 🔲 and enter the following information: | | |
| b | Name | of hedge provider ▶ | | |
| C | Type o | f hedge ► | | |
| d | Term o | ıf hedge ▶ | | |
| 42 | If the is | ssuer has superintegrated the hedge, check box | | 🕨 🔲 |
| 43 | If the | issuer has established written procedures to ensure that all nonqualified bonds of this is | sue ar | e remediated |
| | accord | ing to the requirements under the Code and Regulations (see instructions), check box | | 🕨 🔲 |
| 44 | If the is | suer has established written procedures to monitor the requirements of section 148, check box | ι | ▶ □ |
| 45a | If some | portion of the proceeds was used to reimburse expenditures, check here $lacktriangle$ and enter the $lpha$ | amour | it : |
| | | bursement | | |
| b | Enter to | ne date the official intent was adopted ► (MM/DD/YYYY) | | |
| | ature | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and tand belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return process this return, to the person that I have authorized above. | o the be rn inforn | est of my knowledge nation, as necessary to |
| and Cons | ent | X all Quareus 11-24-21 X Jean Andrews Signature of issuer's authorized representative Date Type or print name and | <u>CW5</u> | , A25T1 |

Preparer's signature

Date

Print/Type preparer's name

Firm's name ➤

Firm's address ►

Paid

Preparer Use Only

Form **8038-G** (Rev. 10-2021)

PTIN

Check if self-employed

Firm's EIN ▶

Phone no.