



**Caterpillar Financial  
Services Corporation**

2120 West End Avenue  
P.O. Box 340001  
Nashville, Tennessee 37203-0001  
USA

06/17/16

**COUNTY OF UNION, ILLINOIS (HIGHWAY DEPARTMENT)  
306 MISSISSIPPI STREET  
JONESBORO, IL 62952**

Dear COUNTY OF UNION, ILLINOIS (HIGHWAY DEPARTMENT),

**Contract # : 001-0810537-000  
Collateral : CATERPILLAR 120MAWD MOTOR GRADER D9W00165 Motor Grader  
Serial # : D9W00165  
Document : Lease Purchase  
Date : 2016-06-10**

Welcome to Caterpillar Financial Services! We like to think of ourselves as your trusted business partner, helping you to grow your company and meet your goals. We promise to provide world-class customer care, a variety of options for financing machines, and numerous additional services to support your business.

Enclosed is a copy of your most recent executed contract. Please note, your payment due date is the 10 day of every month, and invoices are generated 25 days prior to the due date. Please review the documents for accuracy and file them for future reference.

You can also review all aspects of your contract by visiting our AccountExpress site at [www.CatFinancial.com](http://www.CatFinancial.com) and clicking on Manage My Account. When using AccountExpress, you will need to enter your contract number and postal code to obtain your invoice, interest paid letter or other information.

Our Customer Relations Team is happy to assist you with any questions or concerns you may have. Contact them at 1-800-651-0567 between the hours of 7:00 a.m. and 6:00 p.m. CST Monday through Friday, or via email at [NABC.CustomerService@cat.com](mailto:NABC.CustomerService@cat.com).

For information on all the solutions that Cat Financial provides, visit [www.CatFinancial.com](http://www.CatFinancial.com). We thank you for your business and look forward to working with you!

Sincerely,

Cat Financial



**Governmental Equipment Lease-Purchase Agreement**  
**Transaction Number 2829968**

**1. PARTIES**

**LESSOR ("we", "us", or "our"):**  
 CATERPILLAR FINANCIAL SERVICES CORPORATION  
 2120 West End Avenue  
 Nashville, TN 37203

**LESSEE ("you" or "your"):**  
 COUNTY OF UNION, ILLINOIS (HIGHWAY DEPARTMENT)  
 306 MISSISSIPPI STREET  
 JONESBORO, IL 62952

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 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.	ANNUAL 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) Used 120MAWD Caterpillar Motor Grader	D9W00165	\$22,149.75	\$71,360.00	05/27/16 AA

**TERMS AND CONDITIONS**

- 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 \$22,149.75 will be paid in advance and the balance of the Lease Payments is payable in 4 successive annual payments of which the first 3 payments are in the amount of \$22,149.75 each, and the last payment is in the amount of \$71,360.00 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 year 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 3.20% per annum.
- 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.
- 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.
- 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.**
- 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



**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Governmental Agreement**

Quote number ..... 507-5212

Dated \_\_\_\_\_, 20\_\_

between  
**Caterpillar Financial Services Corporation**  
 and  
**COUNTY OF UNION, ILLINOIS (HIGHWAY DEPARTMENT)**

Description of Unit: 1 Caterpillar 120MAWD serial # D9W00165

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.20000%	Concluding Payment (*)
Mar-30-16	1	147,475.00	22,149.75	0.00	0.00	125,325.25
Mar-30-17	2	125,325.25	22,149.75	0.00	4,010.41	107,185.91
Mar-30-18	3	107,185.91	22,149.75	0.00	3,429.96	88,466.12
Mar-30-19	4	88,466.12	22,149.75	0.00	2,830.92	69,147.29
Mar-30-20	5	69,147.29	0.00	71,360.00	2,212.71	0.00
<b>t o t a l</b>			<u>88,599.00</u>	<u>71,360.00</u>	<u>12,484.00</u>	

(\*) Does not include any rent payment or other amount then due.

Initialed: \_\_\_\_\_  
 (Lessee)