CAT Financial

Monthly Lease Extension Agreement
Transaction/Contract Number 001-0874678-000

This Monthly Lease Extension Agreement (the "Agreement") is by and between Caterpillar Financial Services Corporation ("we", "us" or "our") and the Lessee named below ("you" or "your") (collectively, the "Parties"). The Parties had entered into one or more Tax Leases (each, an "Original Lease") for the Transaction/Contract Number(s) set out above/on the attached schedule and enter into this Agreement to extend and amend the provisions of the Original Lease(s). Capitalized terms used and not defined in this Agreement will have the meanings given to them in the Original Lease(s).

1. PARTIES

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

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

LESSEE *("you" or "your"):*

CITY OF COLUMBIA, MO
P.O. BOX 7236
COLUMBIA, MO 65205-7236

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.
Cat 745C Articulated Truck	TFK01269

RENEWAL AND EXTENSION TERMS AND CONDITIONS

3. **Extension of Lease Term** The Original Lease(s) expired or will expire on **08/17/2022** ("Expiration Date"). The Parties hereby extend the Lease Term on a month-to-month basis, commencing on the Expiration Date, and on the same terms and conditions of the Original Lease(s), except as modified herein, until this Agreement is terminated or canceled as permitted herein.

4. **Rent** You will pay us the Monthly Rent on the same day of the month and in the same amount as indicated in the Original Lease(s)/the amount of $10872.58 /the amount indicated on Schedule A hereto, commencing as of the Expiration Date. **Monthly Rent paid during any monthly extension period is in exchange solely for your right to use the Unit during such extension period, and it will not be credited towards or reduce the fair market value purchase price of the Unit should you be permitted to purchase the Unit in accordance with Section 6 below.**

5. **Termination** Either Party may terminate this Agreement by giving the other Party written notice 15 days prior to the due date of the next installment of Monthly Rent. If this Agreement applies to more than one Original Lease, then Either Party may terminate this Agreement with respect to any Original Lease by giving the other Party written notice 15 days prior to the due date of the next installment of Monthly Rent under the applicable Original Lease, in which case this Agreement will remain in full force and effect with respect to other Original Lease(s) to which this Agreement applies, until such time as this Agreement has been terminated in accordance with this Section with respect to all Original Leases.

6. **Modification of Purchase Option** The Parties agree that any purchase option indicated in any Original Lease is not available after the Expiration Date. If no Event of Default has occurred and is continuing, you may purchase any Unit at the end of any monthly period during the term of this Agreement at the fair market value of such Unit, as determined by us. Upon request, we will inform you of the fair market value purchase price. In order to exercise this purchase option, you must send us 30 days prior written notice. Upon receipt of the fair market value purchase price and all other amounts owing under this Agreement, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit **"AS IS, WHERE IS, WITH ALL FAULTS."** As stated in Section 4, Monthly Rent payments made during the monthly extension period will not be credited towards or reduce the fair market value purchase price of the Unit(s).

7. **Modification of Return Agreement** Notwithstanding anything to the contrary in any applicable Return Agreement (or Application Survey), you may operate the Unit(s) for a maximum total number of hours equal to the total Lease Hours indicated on the Return Agreement (or Application Survey), plus the prorated hours allowed during the lease extension period. Each monthly payment received during the extension period will increase the total allowable hours by the equivalent monthly hours allowed under the Original Lease (i.e., the total Lease Hours divided by the number of months in the Lease Term). Excess hours will be charged at the rate indicated in the applicable Return Agreement (or Application Survey).

8. **Terms and Conditions of Original Lease(s)** You agree and acknowledge that this is a renewal and extension of the Original Lease(s), including, without limitation, any applicable Return Agreement (or Application Survey). All of the terms and conditions of the Original Lease(s), except as herein modified, remain in full force and effect and are made a part of this Agreement.

9. **Notices; Applicable Law** All notices must be in writing, addressed to the other Party at the address stated on the front of this Agreement or at such other address as may be furnished in writing. This Agreement is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles.

10. **Successors and Assigns** This Agreement is for the benefit of, and is binding upon, your and our respective successors and assigns.

11. **Miscellaneous** Headings do not affect the meaning or interpretation of this Agreement. If a provision of this Agreement is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Agreement is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Agreement survive the expiration or termination of the Agreement if necessary to give full effect to the terms of this Agreement. A photocopy or facsimile of this Agreement will be legally admissible under the "best evidence rule." A signed copy of this Agreement and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

SIGNATURES

LESSOR **Caterpillar Financial Services Corporation**

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE **CITY OF COLUMBIA, MO**

Signature _____ PHS

Name (print) De'Carlon Seewood

Title City Manager

Date _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

Amendment to Monthly Lease Extension Agreement
Contract Number 001-0874678-000)

CAT Financial

This Amendment (the "Amendment"), dated _____ _____, 2022 (the "Effective Date"), to the Monthly Lease Extension Agreement (the "Lease Extension") for the Contract Number set out above is by and between the parties identified below.

PARTIES

LESSOR:

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

LESSEE:

CITY OF COLUMBIA, MO
P.O. Box 7236
Columbia, MO 65205-7236

TERMS AND CONDITIONS

1. Capitalized terms used but not defined herein shall have the meaning given them in the Lease Extension.

2. Except as provided herein, the Lease Extension shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision contained in the Lease Extension or any of our rights or remedies under the Lease Extension.

3. As of August 17, 2022, the Lease Extension is hereby amended as set forth below.

AMENDMENT

Section 9 of the Lease Extension (headed **Notices; Applicable Law**) is amended by replacing the reference to "Tennessee" in the second sentence thereof with "Missouri".

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

CITY OF COLUMBIA, MO

Signature _____ DLS

Name (print) De'Carlon Seewood

Title City Manager

Date _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor