

CATERPILLAR INC  
Form 8-K  
May 08, 2014

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

**FORM 8-K**

**Current Report Pursuant to Section 13 or 15(d) of the**  
**Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): **May 5, 2014**

**CATERPILLAR INC.**

(Exact name of Registrant as specified in its charter)

**Delaware**

(State of incorporation or organization)

**1-768**

(Commission File Number)

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**37-0602744**

(IRS Employer Identification No.)

**100 NE Adams Street, Peoria, Illinois, 61629**

**(309) 675-1000**

(Address, including zip code, and telephone number, including area code, of

Registrant's principal executive offices)

**Not applicable**

(Former name, former address and former fiscal year, if applicable)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On May 5, 2014, Caterpillar Inc. (the Company) entered into an Underwriting Agreement (the Underwriting Agreement) with Barclays Capital Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several underwriters named therein (the Underwriters), with respect to the offering and sale of \$1.0 billion aggregate principal amount of the Company's 3.40% Senior Notes due 2024 (the 2024 Notes), \$500 million aggregate principal amount of the Company's 4.30% Senior Notes due 2044 (the 2044 Notes), and \$500 million aggregate principal amount of the Company's 4.75% Senior Notes due 2064 (the 2064 Notes) and, together with the 2024 Notes and the 2044 Notes, the Notes) under the Company's effective shelf registration statement on Form S-3 (File No. 333-184729). The Underwriting Agreement contains customary representations, warranties and agreements by the Company, and customary closing conditions, indemnification rights and termination provisions.

The sale of the Notes is expected to close on May 8, 2014, subject to customary closing conditions. The Company intends to use the net proceeds of the sale of the Notes for general corporate purposes.

The Notes were issued pursuant to the Indenture, dated as of May 1, 1987 (as amended and supplemented from time to time, the Indenture), between the Company and U.S. Bank National Association, as successor trustee. The Notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof and (i) with respect to the 2024 Notes, will bear interest at the rate of 3.40% per year and will mature on May 15, 2024, (ii) with respect to the 2044 Notes, will bear interest at the rate of 4.30% per year and will mature on May 15, 2044, and (iii) with respect to the 2064 Notes, will bear interest at the rate of 4.75% per year and will mature on May 15, 2064. Interest on the Notes will be payable on May 15 and November 15 of each year, commencing on November 15, 2014, to the persons in whose names such Notes are registered as of the close of business on the preceding May 1 or November 1, as the case may be (whether or not a business day). The amount of interest payable on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

The Company may, at its option, redeem some or all of the 2024 Notes at any time and from time to time prior to February 15, 2024 (three months prior to the maturity date of the 2024 Notes), some or all of the 2044 Notes at any time and from time to time prior to November 15, 2043 (six months prior to the maturity date of the 2044 Notes), and some or all of the 2064 Notes at any time and from time to time prior to November 15, 2063 (six months prior to the maturity date of the 2064 Notes), in each case at the greater of 100% of the principal amount of such Notes being redeemed or the discounted present value of such Notes, discounted at the corresponding U.S. Treasury rate plus 12.5 basis points in the case of the 2024 Notes, 15 basis points in the case of the 2044 Notes, and 20 basis points in the case of the 2064 Notes. At any time on or after February 15, 2024 with respect to the 2024 Notes, November 15, 2043 with respect to the 2044 Notes, and November 15, 2063 with respect to the 2064 Notes, the Company may redeem some or all of the Notes at any time and from time to time at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to the date of redemption. If a Tax Event (as defined in the Form of 4.75% Senior Note due 2064, which is attached hereto as Exhibit 4.3) occurs, the Company may redeem the 2064 Notes in whole, but not in part, at its option, at a redemption price equal to 100% of the principal amount of the 2064 Notes to be redeemed, plus accrued and unpaid interest thereon to the date of redemption. The Notes will be unsecured obligations of the Company and will rank equally with all of the Company's other unsecured senior indebtedness.

The Indenture includes certain restrictive covenants, including covenants that limit the ability of the Company and certain of its subsidiaries to, among other things, incur secured debt, enter into sale and lease-back transactions and consolidate, merge or transfer substantially all of the Company's assets to another entity. The covenants are subject to a number of important exceptions and qualifications set forth in the Indenture.

The Indenture provides for customary events of default (subject in certain cases to customary grace and cure periods), which include nonpayment, breach of covenants in the Indenture and certain events of bankruptcy and insolvency. Generally, if an event of default occurs, the Trustee or holders of at least 25% in principal amount of



the then outstanding Notes may declare the principal of and accrued but unpaid interest on all the Notes to be due and payable.

The foregoing description of the Underwriting Agreement and the Notes are qualified in their entirety by reference to the complete terms and conditions of the Underwriting Agreement and the forms of the 2024 Notes, the 2044 Notes, and the 2064 Notes, which are attached hereto as Exhibits 1.1, 4.1, 4.2 and 4.3, respectively, and incorporated herein by reference. In connection with the issuance of the Notes, Patrick G. Holcombe, Assistant Corporate Secretary and Corporate Securities Counsel to the Company, provided the Company with the legality opinion attached to this Current Report on Form 8-K as Exhibit 5.1.

The Underwriting Agreement has been included to provide investors and security holders with information regarding its terms and conditions. The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of that agreement and as of specific dates, and were solely for the benefit of the parties to the Underwriting Agreement. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Underwriting Agreement, which subsequent information may or may not be fully reflected in public disclosures by the Company.

**Item 9.01 Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
1.1	Underwriting Agreement, dated as of May 5, 2014, by and among Caterpillar Inc., Barclays Capital Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several Underwriters named therein
4.1	Form of 3.40% Senior Note due 2024
4.2	Form of 4.30% Senior Note due 2044
4.3	Form of 4.75% Senior Note due 2064
5.1	Opinion of Patrick G. Holcombe relating to the legality of the Notes
12.1	Statement regarding computation of ratios of earnings to fixed charges
23.1	Consent of Patrick G. Holcombe (included in Exhibit 5.1)

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**CATERPILLAR INC.**

Date: May 8, 2014

By:

/s/ James B. Buda

James B. Buda

Executive Vice President, Law and Public Policy

**EXHIBIT INDEX**

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