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Ryan G. Studemeyer, Esq.
ryan@studemeyerlawfirm.com
July 30, 2024
RE: Aguilar, Eswin v. Agco Corporation
6/27/2024, Eswin Aguilar (#6769538)

The above-referenced transcript is available for review.

Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet.

The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at cs-southeast@veritext.com.

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Eswin Aguilar (#6769538)

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Eswin Aguilar Date

Aguilar, Eswin v. Agco Corporation

Eswin Aguilar (#6769538)

ACKNOWLEDGEMENT OF DEPONENT

I, Eswin Aguilar, do hereby declare that I have read the foregoing transcript, I have made any corrections, additions, or changes I deemed necessary as noted above to be appended hereto, and that the same is a true, correct and complete transcript of the testimony given by me.

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Eswin Aguilar Date

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South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing. When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign require rejection of the deposition in whole or in part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE STATE RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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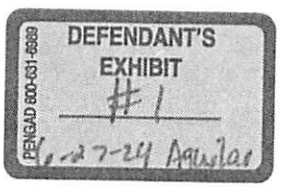
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF YORK	)	CASE NO. 2021-CP-46-01792
	)	
Eswin Aguilar,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**AMENDED NOTICE OF TAKING DEPOSITION OF ESWIN AGUILAR**
	)	
AGCO Corp.	)	
	)	
Defendant.	)	
	)	
	)	

Please take notice that the Defendant AGCO Corp., by and through its undersigned counsel, will take the deposition of **Eswin Aguilar** on Thursday, June 27, 2024 at 9:30 a.m. at Nelson Mullins Riley & Scarborough LLP, 1320 Main Street, 17th Floor, Columbia, South Carolina 29201.

The deposition will be taken before a certified court reporter and an officer authorized to administer oaths, or equally qualified persons and will be recorded by stenographic means. The examination will continue from day to day until completed. The deposition is to be used in the above-entitled and numbered cause for all purposes authorized by the South Carolina Rules of Civil Procedure. You are invited to attend and take such part as is fit and proper.

SIGNATURE PAGE ATTACHED



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June 20, 2024

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	CASE NO.: 2021-CP-46-01792
	)	
	)	
Eswin Aguilar,	)	
	)	
Plaintiff,	)	**FOURTH AMENDED COMPLAINT**
	)	
v.	)	
	)	
AGCO Corp.,	)	
	)	
Defendant.	)	
	)	

The Plaintiff above named, complaining of the Defendant herein would respectfully show unto the Court:

PARTIES

1. The Plaintiff is a resident of the County of Fairfield, State of South Carolina.

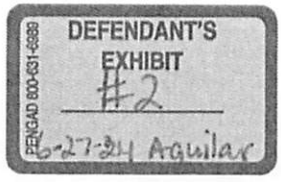
2. Defendant AGCO Corp. (hereinafter referred to as "AGCO") is a foreign corporation organized and existing under the laws of the State of Delaware authorized to do business in the State of South Carolina.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties and the subject matter of this action.

4. Upon information and belief, AGCO has no place of business in South Carolina.

5. Venue is proper in Fairfield County pursuant to S.C. Code Ann. § 15-7-30(F)(1) since the most substantial part of the alleged acts or omissions giving rise to these causes of action against AGCO occurred in Fairfield County.



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BACKGROUND

6. AGCO is engaged in the business of designing, manufacturing, and distributing farming equipment of various brands, including Massey Ferguson.

7. In early 2019, the Plaintiff considered purchasing a tractor for mowing his 42-acre tract in Ridgeway, South Carolina, as well as towing a multi-thousand-gallon waterer, and pulling a tiller, amongst other tasks.

8. The Plaintiff planned to cultivate a small tree farm on approximately 2 acres of the 42-acre tract.

9. The Plaintiff visited John Deere and Kubota dealerships to shop for a tractor prior to visiting Nance Tractor and Implement, Inc. (hereinafter, "Nance") in McConnells, South Carolina.

10. Nance is an authorized AGCO dealer.

11. While visiting Nance, the Plaintiff agreed to purchase what was purported to be a "new" 2019 Massey Ferguson MF4707 tractor (hereinafter referred to as "the Tractor") for $51,200.00, as well as a Bush Master MD144 batwing brush cutter (the "Bush Master") for an additional $10,000.00.

12. The Plaintiff had a positive impression of Massey Ferguson tractors, which AGCO advertised as "the last tractor you'll ever need."

13. The Plaintiff understood that the purchase of the Tractor was purportedly accompanied by a manufacturer's warranty, but he was not provided with a copy of the warranty before or at the time of purchase.

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14. The Plaintiff executed a Retail Installment Contract and Security Agreement (hereinafter referred to as "the Contract") on April 24, 2019, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

15. Upon information and belief, AGCO drafted and distributes the Contract to its authorized dealers across multiple states.

16. The Contract is a boilerplate adhesion document used by AGCO dealers in multiple states and intended to be exclusively assigned to AGCO Finance, LLC ("AGCO Finance").

17. The Contract required a signature from a purchaser only on its first page.

18. Included in fine print is a note that machinery described as "new" is not guaranteed to have been manufactured in the current year.

19. Buried in miniscule print on the second page of the Contract is a purported disclaimer of express and implied warranties.

20. The purported disclaimer is neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

21. The Contract additionally purported to bar the recovery of special, incidental, or consequential damages.

22. The limitation of damages clause is neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

23. The Contract also contained a waiver of the right to a jury trial which was neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

24. The Contract included a $175.00 "administration fee."

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25. The Contract did not state a legitimate purpose for the "administration fee," but noted that "all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee."

26. When AGCO Finance accepts assignment of a retail installment contract from an AGCO dealer in South Carolina, AGCO Finance typically collects $150.00 of the administration fee charged by the dealer, and the dealer may include a hidden "add on" fee as well. *See* list of AGCO dealer transactions involving administrative fees in South Carolina during the last three (3) years produced by AGCO Finance, a copy of which attached hereto and incorporated herein by reference as Exhibit B.

27. The amounts collected by AGCO Finance and the AGCO dealer are not separately disclosed.

28. The AGCO dealer's add-on fee may be up to $350.00.

29. The Contract provided that the Plaintiff could prepay in whole or in part at any time without penalty.

30. The Plaintiff paid for the Bush Master in full by April 26, 2019.

31. The Plaintiff made the following payments for the Tractor: $1,586.16 on May 6, 2019; $40,000.00 on May 14, 2019; and $11,561.11 on June 6, 2019, to pay off the balance owed under the Contract.

32. On or about April 29, 2019, the Tractor and various documents, including an Operator's Manual, were dropped off at the Plaintiff's property in Ridgeway, South Carolina.

33. Almost immediately after delivery, the Plaintiff began to experience problems with the Tractor. In fact, one of the tires was discovered to be damaged just after the Tractor was delivered, and AGCO failed to provide a replacement until July.

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34. On or about October 9, 2019, the Tractor broke down for the first time and an error code appeared on the screen.

35. The Plaintiff contacted Nance and informed it of the breakdown.

36. Plaintiff was required to pay $399.00 to have the Tractor towed to Nance's dealership in McConnells, South Carolina.

37. Nance told the Plaintiff that the Tractor needed a "software update" as part of the repair.

38. A Maintenance Work Order dated November 5, 2019, however, states that Nance "replaced [a] broken gear in [the] transmission housing," and that all of the repairs were covered under the Powertrain Warranty.

39. The Tractor was not returned to the Plaintiff until January 2020.

40. Because of the seasonal nature of the Plaintiff's business, the Plaintiff was unable to fully test out the repairs performed on the Tractor until April of 2020.

41. Beginning in April of 2020, the Plaintiff resumed regular use of the Tractor and began mowing the grass on his 42-acre tract.

42. On July 20, 2020, the Tractor broke down for a second time and displayed the same error code on its screen.

43. The Plaintiff was required to pay $200.00 to have the Tractor towed to Nance's dealership in McConnells, South Carolina.

44. A Maintenance Work Order dated September 28, 2020, states that Nance replaced a broken shaft in the transmission, replaced a fuel gauge, and performed another "software update." Like the previous repair, the Maintenance Work Order stated that all of the repairs were covered under the Powertrain Warranty.

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45. By the time the Tractor was returned in September 2020, the Plaintiff had been deprived of the use of the Tractor for approximately two additional months, during which time the Plaintiff had to pay to have his 42-acre tract mowed on four (4) separate occasions.

46. On or about October 6, 2020, the Plaintiff contacted Nance after discovering that the four-wheel drive function no longer worked, and observing that the Tractor was making "buzzing," "squealing," and "popping" noises.

47. A Maintenance Work Order dated October 15, 2020, states that Nance "fixed 4WD issue" and "replaced bleeder screw." Like the previous repairs, the Maintenance Work Order stated that repairs were covered under the Powertrain Warranty.

48. On October 16, 2020, the Tractor was returned to the Plaintiff.

49. Despite the repairs, the "squealing" sound was still present when the Plaintiff attempted to operate the Tractor.

50. When the Plaintiff contacted Nance about the persisting "squealing" sound emanating from the Tractor, Nance advised him to contact AGCO directly.

51. Although the Plaintiff had financed the "Massey Ferguson" Tractor through AGCO Finance, he was unfamiliar with AGCO, as nothing in the Contract with Nance revealed that the Tractor had been manufactured or distributed by AGCO.

52. The Plaintiff nevertheless proceeded to contact AGCO and request an inspection of the Tractor.

53. On or about October 20, 2020, AGCO dispatched a representative to the Plaintiff's property in Ridgeway, South Carolina.

54. The AGCO representative informed the Plaintiff that the Tractor needed yet another "software update."

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55. The AGCO representative purported to update the software and calibrate the Tractor.

56. Upon hearing the "squealing" sound that Nance had been unable to fix, the AGCO representative stated that it was not normal, and opined that the Tractor needed further repairs.

57. The Tractor was picked up by Nance on or about October 30, 2020, and a loaner tractor was provided to the Plaintiff while Nance attempted further repairs.

58. On January 4, 2021, the Plaintiff emailed Nance and an AGCO representative, Jacob Willis, requesting an update on the status of repairs.

59. The Plaintiff noted in the email that two months had passed without an update.

60. Due to the persisting problems with the Tractor as well as the months of unsuccessful attempts to repair the Tractor under the Powertrain Warranty, during which the Plaintiff was deprived of its use, the Plaintiff requested an additional warranty in writing.

61. A Maintenance Work Order dated January 8, 2021, states that Nance "replaced the hydraulic pump [and] flushed the hydraulic system." Like the previous repairs, the Maintenance Work Order stated the repairs were covered under the Powertrain Warranty.

62. The same day, Jacob Willis of AGCO emailed the Plaintiff to tell him that the Tractor was being inspected and would be returned shortly.

63. On January 10, 2021, the Tractor was returned to the Plaintiff, and the Plaintiff was informed that the Tractor had been reviewed by an AGCO technician.

64. On January 14, 2021, the Plaintiff insisted in an email to Jacob Willis with AGCO that he wanted an extended warranty due to the "new" Tractor's peculiar propensity to break

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down every few months and require another "software update" and warned that if the Tractor experienced further mechanical issues, he would need a replacement tractor.

65. Jacob Willis with AGCO responded via email: "The base warranty remains the same date it was when you purchased the tractor. There is no changing that. The extended warranty will run for 1 year longer than the standard warranty."

66. On April 21, 2021, the Tractor broke down again, displaying the same error code on the screen as before and leaking oil. The Plaintiff promptly contacted Jacob Willis with AGCO.

67. On April 22, 2021, Jacob Willis informed the Plaintiff that AGCO would pick up the Tractor for further repairs and provide a loaner tractor in the interim.

68. The Tractor was picked up by AGCO on April 28, 2021.

69. AGCO subsequently insisted that the Plaintiff insure the loaner tractor.

70. The Plaintiff refused to be liable for another AGCO product, so no loaner tractor was provided.

71. AGCO never told the Plaintiff where the Tractor was taken or when it would be returned.

72. AGCO has produced fabricated email correspondence, purporting to be dated July 8, 2021 (#00020), wherein Jacob Willis provided an update on the status of repairs and the whereabouts of the Tractor.

73. In fact, that Jacob Willis email was previously produced by the Plaintiff to Nance (#00069), a copy of which was also provided to AGCO, which indicates that the email was sent on January 8, 2021, when Nance replaced the Tractor's hydraulic pump and flushed the hydraulic system.

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74. Therefore, AGCO did not provide any updates about the progress of the repairs that were purportedly being performed on the Tractor after it was picked up on April 28, 2021.

75. The Plaintiff eventually discovered this his Massey Ferguson tractor had been manufactured in China and page 63 of the Operator's Manual placed the onus on him to request a copy of the warranty from the dealer.

76. The Plaintiff would have never purchased the Tractor if he knew that it had been manufactured in China.

77. Thereafter, the Plaintiff secured copies of the warranty and repair orders from Nance.

78. After months of waiting and no answers, the Plaintiff ordered a substitute Kubota tractor on September 25, 2021.

79. Jacob Willis of AGCO called the Plaintiff in late October of 2021, after this action had been commenced, and the Plaintiff instructed Willis to contact his attorney.

80. Before hanging up, Wilis told the Plaintiff that this action would be unsuccessful because AGCO had more money and would hire more lawyers than the Plaintiff.

81. Jacob Willis of AGCO never contacted Plaintiff's counsel.

82. AGCO never returned or offered to return the Tractor, which it apparently finished repairing in 2022.

FOR A FIRST CAUSE OF ACTION
(Breach of express warranty)

83. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

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84. AGCO warranted that the goods were "free from defects in material and workmanship" and warranted that its 4700 series of tractors were covered for "TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST."

85. Additionally, AGCO warranted that "the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine casting, transmission casting, drive axle casting, and/or components enclosed within these castings for an additional (12) month period provided that the tractor has not been used for more than 2000 hours, whichever comes first.

86. In an email dated January 14, 2021, AGCO's representative confirmed that AGCO had provided an extended warranty for the Tractor for one additional year.

87. By attempting to disclaim all other warranties, AGCO made its warranty the exclusive remedy available to the Plaintiff.

88. When circumstances cause an exclusive remedy to fail in its essential purpose such that one or both parties are deprived of the substantial value of the bargain, the general remedy provisions of the Uniform Commercial Code must apply.

89. AGCO's warranty failed in its essential purpose because the Tractor continued to malfunction even after the alleged replacement and/or repair of the defective parts, and the Plaintiff incurred substantial out-of-pocket costs associated with repeatedly having the Tractor towed to Nance.

90. Nance, an authorized AGCO dealer, attempted to make repairs under the Powertrain Warranty which accompanied the purchase of the Tractor on five (5) separate occasions, yet the Tractor never operated consistently during the two-year period after the

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Plaintiff purchased it. Further, the Tractor was in McConnells, South Carolina, undergoing repairs and countless "software updates," for a substantial portion of the two-year period.

91. According to AGCO, it was still tinkering with the Tractor at a dealership in Westminster, South Carolina in late January of 2022, after it was picked up from the Plaintiff's property in Ridgeway on April 28, 2021.

92. The defects substantially affected the value of the Plaintiff's bargain.

93. The Plaintiff has suffered damages due to AGCO's inability to repair the Tractor such that it would conform to the warranted description.

94. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A SECOND CAUSE OF ACTION
(Conversion)

95. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

96. The Plaintiff authorized AGCO to pick up the Tractor to perform repairs on April 22, 2021, and AGCO arrived to pick up the Tractor on April 28, 2021.

97. The Plaintiff requested that AGCO provide a loaner tractor while the Tractor was being repaired.

98. AGCO refused to provide a loaner tractor unless the Plaintiff agreed to insure it, which the Plaintiff refused based on the defective AGCO product he already owned.

99. No loaner tractor was provided by AGCO.

100. AGCO never told the Plaintiff where the Tractor was being taken or provided any timeline for repairs.

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101. The Plaintiff owned the Tractor, free and clear of any lien or encumbrance, when AGCO picked up the Tractor on April 28, 2021.

102. AGCO failed to account for the location of the Tractor or produce any repair records for approximately two and a half years.

103. AGCO claims that the Tractor was in Westminster, South Carolina, and that repairs were ongoing as of January of 2022.

104. Even if true, the above paragraph means that AGCO tinkered with the Tractor for nine (9) additional months, without telling the Plaintiff where the Tractor had been taken or when/if it would be returned.

105. AGCO's conduct constitutes the wrongful taking and/or detention of the Plaintiff's property.

106. As a direct and proximate result of AGCO's conversion, the Plaintiff has been denied the use and enjoyment of the Tractor and has been otherwise damaged as set forth herein.

107. The Plaintiff is entitled to judgment for actual, consequential, and punitive damages including prejudgment interest.

FOR A THIRD CAUSE OF ACTION
(Negligent Bailment)

108. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

109. On April 22, 2021, the Plaintiff authorized AGCO to pick up the Tractor for the express purpose of performing repairs.

110. On April 28, 2021, AGCO picked up the Tractor and, unbeknownst to the Plaintiff, transported it to Westminster, South Carolina for more repairs covered under warranty.

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111. As a result, a bailment relationship arose by operation of law between the Plaintiff and AGCO.

112. AGCO, as the recipient of the Plaintiff's tractor, undertook the obligation to exercise reasonable care in the storage and safekeeping of the Plaintiff's property, and to redeliver it upon completion of the repairs.

113. AGCO breached the above duties by failing to account for the location of the Plaintiff's tractor or advising the Plaintiff of when the Tractor would be returned.

114. After AGCO had tinkered with the Tractor for months without advising the Plaintiff that it had made any progress, he ordered a replacement Kubota tractor on September 25, 2021.

115. As a result of AGCO's breach of its duties pursuant to the bailment arrangement, the Plaintiff has suffered actual damages.

116. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for all losses that are the natural consequence and proximate result of AGCO's negligence.

FOR A FOURTHCAUSE OF ACTION
(Civil Conspiracy)

117. Each and every allegation is realleged herein in the same manner and to the same extent as if repeated.

118. Defendant AGCO, its authorized dealers, and AGCO Finance entered into an agreement to commit an unlawful act.

119. Specifically, Defendant AGCO conspired to distribute adhesion contracts, called a "Retail Installment Contract and Security Agreement" containing unconscionable terms, to be assigned by its authorized dealers exclusively to AGCO Finance, with the intention to mislead,

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deceive, and oppress consumers in South Carolina in the course of offering agricultural equipment for sale.

120. These unconscionable terms included inconspicuous disclaimers of express and implied warranties, waiver of the right to a jury trial, and a limitation of damages clause purportedly barring the recovery of special, incidental or consequential damages, including loss of profits and loss of use, even if proximately caused by defective equipment.

121. These adhesion contracts further required consumers to pay bogus "administration fees," for the sole purpose of generating additional revenue, although that purpose was not disclosed.

122. The adhesion contracts further allowed AGCO dealers to charge a hidden "add on" fee, which was not separately disclosed, and could exceed several hundred dollars.

123. Defendant AGCO has distributed the retail installment contracts to its authorized dealers, who have executed the contracts with customers before assigning them to AGCO Finance.

124. The Plaintiff has suffered damages proximately resulting from the Defendants' civil conspiracy, including but not limited to the payment of the arbitrary administration fee.

FOR A FIFTH CAUSE OF ACTION
(Unfair Trade Practices Act Violation)

125. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

126. AGCO engaged in unfair and deceptive acts in the conduct of trade or commerce.

127. Specifically, AGCO engaged in the following unfair and deceptive acts and practices:

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a. Violating 16 C.F.R. § 702.3 by failing to to provide a copy of the limited warranty before or during the purchase of AGCO equipment, and instead requiring purchasers to discover that it was their obligation to request a copy upon reading page 63 of the Operator's Manual;

b. Forcing purchasers of AGCO farming equipment to incur the cost of having the equipment towed, even when the repairs are necessitated by equipment defects, and repair by AGCO under the express warranty is the exclusive remedy;

c. Distributing retail installment contracts to authorized AGCO dealers in South Carolina which contain inconspicuous disclaimers of warranties, attempt to bar the recovery of various types of damages, contain a waiver of the right to a jury trial, and allow dealers to charge consumers hidden "add on" fees as part of an arbitrary "administration fee" which is not related to actual costs incurred for services rendered;

d. Failing to disclose that AGCO's "Massey Ferguson" tractors are manufactured in and imported from China;

e. Threatening to "out-lawyer" the Plaintiff in this action rather than honor its obligations; and

f. Fabricating and producing discovery to refute the allegations that AGCO failed to account for the repair status or whereabouts of the Tractor.

128. AGCO's unfair and deceptive acts and practices affect the public interest because they are capable of repetition.

129. AGCO's unfair trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

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130. The Plaintiff has suffered actual, ascertainable damages because of AGCO's unfair trade practices, including purchasing the Tractor for $53,147.11, which was plagued with defects and broke down repeatedly over a two-year period, depriving the Plaintiff of its use, as well as purchasing the $10,000 Bush Master, which the Plaintiff can no longer use.

131. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to an award of treble damages along with a reasonable award of attorney's fees and costs.

FOR A SIXTH CAUSE OF ACTION
(Violation of the South Carolina Fair Practices of Farm, Construction, Industrial, and Outdoor Power Equipment Manufacturers, Distributors, Wholesalers, and Dealers Act)

132. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

133. S.C. Code Ann. § 39-6-40 declares unfair methods of competition and unfair or deceptive acts or practices as defined by S.C. Code Ann. § 39-6-50 to be unlawful.

134. More specifically, S.C. Code Ann. § 39-6-50(1) deems it a violation of S.C. Code Ann. § 39-6-40 for, among others, a manufacturer to engage in any action which is arbitrary, unconscionable, or in bad faith and which causes damages to any of the parties or the public.

135. AGCO is a "manufacturer" for purposes of S.C. Code Ann. § 36-9-20(11).

136. As set forth herein, AGCO has engaged in unfair methods of competition and unfair and deceptive acts or practices declared unlawful by S.C. Code Ann. § 39-6-40.

137. AGCO conceals that its iconic Massey Ferguson tractors are manufactured in China.

138. AGCO misrepresented that Massey Ferguson tractors were reliable and durable.

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139. AGCO, through its authorized dealer, misled the Plaintiff concerning its ability to cure the defects in the Tractor and strung the Plaintiff along for over two years while its warranty expired, depriving the Plaintiff of the benefit of his bargain.

140. AGCO has included contractual provisions in the retail installment contract it drafted and distributes to its authorized dealers which are in violation of Title 39, Chapter 6 and therefore against public policy and unenforceable under S.C Code Ann. § 39-6-160, including inconspicuous disclaimers of express and implied warranties, a limitations of damages clause, and a waiver of a right to a jury trial.

141. AGCO also breached the express warranty by failing to repair the Tractor, despite five attempts to do so, and by selling the Plaintiff a "lemon" that never reliably operated as designed.

142. AGCO has further allowed its authorized dealers and finance company to charge bogus "administrative" fees for the sole purpose of generating additional revenue, allowed its authorized dealers to charge an undisclosed "add on" fee, and marketed certain Massey-Ferguson tractors for sale as "new" which are not, in fact, new models. This is unfair and deceptive.

143. AGCO has engaged in fraud by fabricating discovery to refute the Plaintiff's allegations which form the basis of the conversion and negligent bailment actions.

144. AGCO has engaged in malicious action which is arbitrary, unconscionable, or in bad faith and which has caused and continues to cause damage to the Plaintiff.

145. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to judgment for actual damages, as well as the cost of the suit, including a reasonable attorney's fee.

WHEREFORE, the Plaintiff prays for actual damages, incidental damages, consequential damages, treble damages, a reasonable award of attorney's fees, the costs of this action, and for such other and further relief as the Court may deem just and proper.

STUDEMEYER LAW FIRM, P.C.

/s/ Ryan G. Studemeyer

J. Gregory Studemeyer
S.C. Bar # 5416
Ryan G. Studemeyer
S.C. Bar # 102578
7478 Carlisle Street
P.O. Box 1014
Irmo, S.C. 29063
(803) 393-4399
Attorneys for the Plaintiff

Irmo, South Carolina

February 20, 2024

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EXHIBIT A

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RETAIL INSTALMENT CONTRACT AND SECURITY AGREEMENT (Agricultural and Commercial Use)

1-500463 Seng 1 of 2

AGCO Finance LLC ("Assignee") Commitment Number 1044210

BUYER		SELLER	
CONTRACT NUMBER		DEALER CODE	009078.0100
NAME	ERWIN ARIEL AGUILAR-PINEDA	CONTRACT DATE	04/24/19
ADDRESS	238 RIMER POND RD	NAME	NANCE TRACTOR & IMPLEMENT INC
CITY & STATE	BLYTHEWOOD SC	CITY & STATE	MCCONNELLS SC
ZIP CODE	29016 TELEPHONE NO (803)238-9083	ZIP CODE	29728
EMAIL ADDRESS			

PAYMENT SCHEDULE – EQUAL INSTALMENTS:

Monthly - ☒ Quarterly - ☐ Semiannual - ☐ Annual - ☐

Number of Payments	Amount of Each Payment	First Payment Date
36	$ 1,586.16	06/01/19

IRREGULAR INSTALMENTS:

Irregular instalments are due as follows:

PAY INSTALMENTS TO:

AGCO Finance LLC
P.O. Box 9263
Des Moines, IA 50368-9263

DESCRIPTION OF PURCHASED MACHINERY / COLLATERAL:

Note: Machinery described below as "New" does not necessarily mean the Machinery was manufactured in the current year.

NEW/ USED	MAKE AND MODEL NUMBER	SERIAL NUMBER	DESCRIBE PROPERTY PURCHASED	CASH PRICE
N	MASSEY FERGUSON MF4707	MCD408J5235018	TRACTOR,LOADER	51,200.00

DESCRIPTION OF TRADE-IN MACHINERY:

Except as otherwise disclosed below, Buyer represents and warrants that trade-in property is free and clear of all security agreements, liens and encumbrances.

MAKE AND MODEL NUMBER	SERIAL NUMBER	TRADE-IN ALLOWANCE	LESS OWING	NET TRADE-IN

ANALYSIS OF SALE

Cash Price	1.	51,200.00
Sales Taxes	2.	.00
Total Cash Price (1+2)	3.	51,200.00
Cash Down Payment	4.	.00
Net Trade-In	5.	.00
Total Down Payment (4+5)	6.	.00
Unpaid Balance of Total Cash Price (3-6)	7.	51,200.00
Other Charges:		
a. Physical Damage Insurance	8.	1,548.29
b. Filing Fees	9.	8.00
c. Administration Fee	10.	175.00
d. Other (describe)	11.	.00
Total Other Charges (8+9+10+11)	12.	1,731.29
Amount Financed (Basic Time Price) (7+12)	13.	52,931.29
Finance Charge (Time-Price Differential)	14.	4,170.47
Total of Payments (Time-Price Balance) (13+14)	15.	57,101.76
Total Credit Sale Price (3+12+14)	16.	57,101.76
Deferred Finance Charge Rate	17.	4.090 %

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Pursuant to the terms of this contract (this "Contract"), the undersigned Buyer (if more than one, jointly and severally), having been quoted a Time Price and a lower Cash Price, hereby purchases the property described above (the "Machinery") from the undersigned Seller for the Total Credit Sale Price indicated in the Analysis of Sale, subject to the terms and conditions hereunder and on the pages that follow and promises to make the Total of Payments as set forth above.

ADDITIONAL TERMS AND CONDITIONS

Precomputed Contract. This is a precomputed contract. This means that the Total of Payments is computed in advance assuming all payments are made when due. The Total of Payments is comprised of the Amount Financed and the Deferred Finance Charge. The Deferred Finance Charge is also determined in advance assuming an annual interest rate of 4.990 % beginning on 05/01/19.

Administration Fee. Buyer agrees to pay a fee of $ 175.00. Buyer understands that all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee.

Late Payments and Dishonored Payments. Each instalment past due more than 10 days shall be subject to a late charge accrued at an interest rate equal to 1.75% per month from the due date until paid or $1, whichever is greater. In the event any check or other form of payment made by Buyer is returned for any reason, Buyer agrees to pay Seller the lesser of $30 or the maximum amount permitted by law. Such amount shall, as specified by Seller, be paid on demand or be added to the Total of Payments payable hereunder and Buyer promises to pay the resulting increase in the instalments. In no event shall amounts chargeable hereunder exceed the maximum amount permitted under applicable law.

Prepayment Penalty. Buyer may prepay this Contract in whole or in part at any time without penalty.

Insurance. Buyer ☒ does or ☐ does not elect to obtain physical damage insurance for the Machinery through a group policy arranged by Assignee. By signing below, Buyer acknowledges having read the accompanying Customer Agreement to Provide Physical Damage Insurance, Buyer understands the terms contained therein and represents that information contained therein related to Buyer is true and correct.

Following assignment of this Contract, all references to "Seller" in this Contract shall be deemed references to "Assignee." Buyer acknowledges that Seller is not the agent of Assignee, that any representations or warranties made by Seller are not binding on Assignee, and that Seller does not have the authority to modify any term or provision of this Contract subsequent to assignment of this Contract by Seller.

NOTICE TO BUYER

1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COMPLETELY FILLED IN COPY OF THIS CONTRACT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
2. UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE; (B) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT WITHIN THE TIME PROVIDED BY LAW; (C) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED.
3. BUYER ACKNOWLEDGES HAVING READ THE ENTIRE CONTRACT (INCLUDING THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON PAGE 2) AND ACKNOWLEDGES RECEIPT OF A TRUE COPY AT THE TIME OF ITS EXECUTION.

BUYER	SELLER
Buyer's Name: ERWIN ARIEL AGUILAR-PINEDA	Seller's Name: NANCE TRACTOR & IMPLEMENT INC
Signature: Erwin Ariel Aguilar Pineda	Signature
Print Name	Print Name / Title

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ADDITIONAL TERMS AND CONDITIONS

1. *Delivery and Acceptance*: Buyer acknowledges receipt of the Machinery in good order and condition and, to the extent permitted by applicable law, waives any and all rights Buyer may have to rescind this Contract, reject the Machinery or revoke acceptance of the Machinery.

2. *Disclaimer of Warranties (Except Residents of Kansas)*: BUYER AGREES TO ACCEPT THE MACHINERY IN ITS AS-IS, WHERE-IS CONDITION WHEN DELIVERED AND ACKNOWLEDGES THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS PROVIDED BY SELLER OR ASSIGNEE TO BE APPLICABLE TO THIS CONTRACT OR THE MACHINERY. ANY ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN THIRTEEN (13) MONTHS FOLLOWING DELIVERY.

3. *Grant of Security Interest under the Uniform Commercial Code*. In order to secure payment of the indebtedness contained herein and for all other amounts due or to become due hereunder and for each and every other obligation now or hereafter owing by Buyer to Seller and/or Assignee, the undersigned Buyer hereby grants to Seller a security interest in the Machinery, including the proceeds thereof, together with all repairs, replacements and accessions now or thereafter appertaining thereto until all indebtedness is paid in full.

4. *Assignment; Acknowledgements of Buyer*: Buyer may not assign this Contract without Seller's prior written consent. No assignment or extension hereof or of any interest herein, or loss, injury or destruction of Machinery shall release Buyer from its obligations hereunder. Seller may assign this Contract in whole or in part and Assignee shall succeed to all Seller's rights hereunder, but shall have none of Seller's obligations. Buyer's obligation to pay directly to Assignee any amounts payable hereunder is absolute and unconditional under all circumstances and is not subject to any abatement, reduction, setoff, recoupment, claim, defense or counterclaim of any kind or for any reason whatsoever, all of which are hereby expressly waived by Buyer as against Assignee. Buyer shall not assert against Assignee any claim, defense, setoff, reduction, dispute, recoupment or counterclaim of any kind or for any reason whatsoever which Buyer may have against Seller or manufacturer of the property. IN NO CASE SHALL SELLER OR ASSIGNEE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE MACHINERY, THE CLAIMS OF THIRD PARTIES AND INJURY TO THE MACHINERY. Buyer further acknowledges each of the following (a) Assignee is not the manufacturer of the Machinery or the manufacturer's agent or a dealer thereof; (b) the Machinery is of a size, design, capacity, description and manufacturer selected by Buyer; (c) Buyer is satisfied that the Machinery is fit for Buyer's purposes; (d) Assignee has no knowledge or information regarding the condition or suitability of the Machinery for Buyer's purposes; and (e) Assignee has relied upon Buyer's warranties, agreements and covenants herein.

5. *Representations, Warranties and Covenants*: Buyer represents, warrants and covenants that: (a) the trade-in property, if any, is free and clear of all security agreements, liens and encumbrances; (b) if Buyer is a legal entity, it is duly organized, validly existing and in good standing under applicable law; (c) this Contract is a legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with the terms thereof and does not violate or create a default under any other instrument or agreement to which Buyer is a party; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Buyer, the Machinery, or this Contract; (e) Buyer will comply in all respects with all Federal, state and local laws and regulations the violation of which could have a material adverse effect upon the Machinery or Buyer's performance of its obligations under this Contract; (f) Buyer will provide to Seller such other information and documents as Seller may reasonably request; (g) the Machinery is purchased for agricultural or commercial purposes and not for personal, family or household purposes; and (h) all of the Machinery is tangible personal property and will not be attached or affixed to real property in any manner. Buyer's representations, warranties and covenants shall survive termination of this Contract and Buyer agrees to indemnify and hold Seller and/or Assignee harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees resulting from breach of any of the foregoing.

6. *Use, Location and Maintenance of Machinery*: Buyer shall keep the Machinery free of all liens, taxes, encumbrances and seizure or levy. Buyer shall not use the Machinery illegally or damage, abuse, misuse, abandon or lose the Machinery. Buyer shall not sell, lease, rent, abandon, transfer, or otherwise dispose of any interest in the Machinery and shall not move it outside of the contiguous 48 states of the United States. Buyer shall notify Seller of each change in the place where the Machinery is located or used and of any change in the state of Buyer's location (as such term is defined in the Uniform Commercial Code) not more than 20 days following each change in location. Seller may, at any time before or after default, enter any premises under Buyer's control to inspect the Machinery.

7. *Insurance*: Buyer shall purchase and maintain, at Buyer's expense, standard all-risk type property damage insurance for the actual cash value of the Machinery with a maximum deductible equal to the greater of $500.00 or five percent (5.0%) of the adjusted loss in a form and from an insurer satisfactory to Seller and shall keep such insurance in effect until full payment of this Contract. Such insurance shall provide Seller with 10 days advance notice of cancellation and name Seller as a loss payee through a Lender's Loss Payable Clause. Buyer hereby irrevocably appoints Seller and Assignee or its servicer or sub-servicer, DLL Finance LLC as Buyer's attorney-in-fact (which power shall be deemed coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy and to settle and adjust all claims under any such policy. If Buyer fails to deliver evidence of such a paid-up policy or to furnish other evidence of insurance satisfactory to Seller within 15 days of the date of this Contract or should such insurance be canceled or allowed to lapse before full payment of this Contract, it is understood that Seller may, but shall not be obligated to, purchase or otherwise provide such insurance, in which case Buyer shall reimburse Seller for the cost thereof, together with interest thereon at the Deferred Finance Charge Rate from the date such insurance was purchased or provided by Seller until paid. Such reimbursement amount and the interest thereon shall, as specified by Seller, either be paid on demand or be added to the Total of Payments, and Buyer promises to pay the resulting increase in the payments. Except as may otherwise be expressly agreed, neither Seller nor Assignee shall have any responsibility to Buyer for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which Buyer may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Assignee or any insurance premium was financed and included in the Analysis of Sale. In no event shall any interest charge under this Contract exceed the maximum amount allowed by law. Buyer acknowledges that Seller and/or Assignee may make a profit on insurance purchased by Seller or Assignee. There is no insurance coverage for personal liability or property damage caused to others.

8. *Default; Remedies*: Each of the following is a "Default" under this Contract: (a) Buyer fails to make any Payment or any other obligation when due under this Contract or in any other agreement with Seller, Assignee, or with any of their affiliates or related parties; (b) Seller deems itself insecure; (c) any representation or warranty made by Buyer proves to be incorrect in any material respect when made; (d) Buyer becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (e) Buyer sells all or substantially all of its assets or property; or (f) Buyer shall suffer a material adverse change in its financial condition or operations. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, Seller, at its option, may: (a) terminate this Contract; and/or (b) retain all payments heretofore made by Buyer and declare all indebtedness hereunder, less unearned finance charges, immediately due and payable and Seller shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code and may, without notice, enter any premises where the Machinery may be and take possession thereof and remove the same together with replacements and accessories, or Seller may require Buyer to assemble the property and make it available at a place designated by Seller. In the event Seller seeks to take possession of any or all of the Machinery by court process, Buyer further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Contract. Further, Buyer confesses judgment for purposes of executory process and waives all notices and delays. Seller may resell retaken property at public or private sale with notice to Buyer and the proceeds of any such sale (less reasonable expenses of retaking, repairing, holding, preparing for sale, selling and the like including reasonable attorney's fees and legal expenses) shall be credited upon the amount unpaid. Subject to the limitations of state law, Buyer agrees to pay any deficiency upon demand by Seller, any surplus however, shall be paid to Buyer. Seller may accept partial payments of any sums due herein without waiving or otherwise modifying the terms of this Contract. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Buyer agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred in connection with any Default.

9. *Governing Law; Severability; Waiver of Jury Trial*: The law of the state of Buyer's address show on the first page hereof shall govern all matters relating to the validity, effect and enforcement of this Contract. Any provision hereof invalid in any state shall be inoperative as to such state, but without invalidating the remaining provisions hereof. Buyer expressly waives its right to a trial by jury.

10. *UCC Filings*: Buyer authorizes Seller to file, at Buyer's expense, financing statements with respect to the Machinery and hereby ratifies and approves any financing statement filed prior to the date of this Contract. Buyer hereby appoints Seller (which Seller may act by or through Assignee or Assignee's servicer) as Buyer's attorney-in-fact to do all acts or things which Seller may deem necessary to protect the title and interest hereunder of Seller and Assignee. This power of attorney is coupled with an interest and is irrevocable. If the Machinery is subject to any certificate of title act, Buyer shall immediately apply for/obtain certificate(s) of title and registration for each item of property being purchased; such certificate shall include listing of a lien in the amount of the Total Credit Sale Price listed in the Analysis of Sale on page one, the name of the lienholder shall be Assignee or such other person as Seller shall direct in writing; and Buyer shall provide Seller with evidence of the continuing effectiveness of such lien as may by reasonably requested from time to time. In addition, Buyer shall deliver or cause to be delivered to Seller the original certificate(s) of title for each item of such property. In Florida only, Florida documentary stamp tax required by law in the amount reference in the Analysis of Sale has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 79-8000288320-8.

11. *No Modification; Insertion of Serial Numbers and Model Numbers and Corrections of Errors and Information*: No modification or addition to this Contract shall be effective unless agreed upon in writing by the parties. Notwithstanding the foregoing, Buyer authorizes Seller to insert in this Contract the serial number and/or model numbers of the Machinery if unknown at the time this Contract is executed, correct any errors in such numbers reflected in this Contract at the time this Contract is executed and correct any other patent errors in the description of the Machinery reflected in this Contract at the time this Contract is executed; to fill in blanks existing in this Contract at the time this Contract is executed; and to correct any patent errors in this Contract.

12. *Financial and Credit Information; Communication with Buyer*: Buyer authorizes Seller to obtain credit bureau reports and make other credit inquiries that Seller determines are necessary, without notice to Buyer, to update its information so long as the undersigned has any outstanding indebtedness or obligations owed to Seller or Assignee. Buyer further agrees to provide Seller, promptly after request therefore by Seller, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning Buyer that Seller determines are necessary. Buyer providing its email address and/or telephone number in this Contract or otherwise is Buyer's acknowledgment that Seller may retain Buyer's email address and/or telephone number for further communication with Buyer. Buyer agrees to allow Seller to conduct business with Buyer using email or by calling Buyer, regardless of the purpose of Seller's communication, which may include, without limitation, collections and notices under Buyer's agreements with Seller and/or Assignee. Seller reserves the right to use the method of communication it deems best in interacting with Buyer.

13. *Application of Payments; Processing Fee*. Payments received may be applied at Seller's discretion to obligations hereunder or to any other indebtedness owed by Buyer to Seller despite directions, if any, appearing on the remittance, and to late charges first and then to the amount owing. If Buyer requests to make or authorize a payment via phone, electronically or similarly through Seller, unless otherwise prohibited under applicable law, Buyer agrees to pay all third party expenses associated with processing the payment and a $10 processing fee to Seller, on which Seller may make a profit.

14. *Prepayment Refund*. Buyer may prepay the full amount of the debt at any time. In the event of prepayment, Buyer may be entitled to a refund of certain unearned finance charges. Unless applicable law requires otherwise, the refund, if any, will be calculated using the actuarial method and Seller will (a) assume that the debt was paid before the date of prepayment according to the disclosed schedule of payments and that all payments were paid on their due dates; and (b) exclude any administration to origination fee from the refund calculation. If a refund is less than $5.00, no refund will be made to Buyer.

15. *Counterparts; Facsimile and Electronic Copies*: This Contract may be executed and accepted by Seller in any number of counterparts, including facsimile or electronic mail counterparts. Buyer agrees that a copy of this Contract bearing a signature of Buyer which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. Buyer further agrees to not object to the admissibility of a copy of this Contract bearing a signature of Buyer into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that this Contract may be executed in more than one counterpart, the sole execution original of this Contract for purposes of taking possession of this Contract, including without limitation taking possession under UCC 9-330, shall be either: (a) the original of this Contract which bears an original signature of each party to this Contract and which bears the original signature of Assignee accepting the assignment of this Contract or (b) the facsimile, electronic or other counterpart copy of this Contract signed by the parties and bearing the original signature of Assignee accepting the assignment of this Contract, unless this Contract qualifies as electronic chattel paper, in which case UCC 9-105 shall govern to determine control of the single authoritative copy of this Contract.

SELLER'S ASSIGNMENT

For value received, the Seller hereby sells, assigns, and transfers to AGCO Finance LLC (Assignee) all of the Seller's right, title and interest in and to the within Contract and all rights thereunder, together with all the Seller's right, title and interest in and to the property therein described, subject to the terms more fully set out in the Seller's Retail Financing Agreement or the terms of a separate assignment between Seller and Assignee, such assignment to be accepted by Assignee only at its office in Johnston, Iowa.

4-29-19
Date

NANCE TRACTOR & IMPLEMENT INC
Seller's Name

By: _____
Authorized Signature

ASSIGNEE ACCEPTANCE

Assignee hereby accepts Seller's assignment of the within Contract in Johnston, Iowa.

4/29/19
Date

AGCO Finance LLC By: _____
Authorized Signature

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EXHIBIT B

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Lessor	Ctrct No	Book Dt	Total Collected	Admin Fee received by AGCC Finance	Dealer Add on fee	Dealer Name
1	001-0500733-000	5/2/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0500957-000	5/8/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502198-000	5/13/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0502204-000	5/21/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC
1	001-0502243-000	5/10/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502415-000	5/15/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0502636-000	5/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0502654-000	5/18/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502758-000	5/22/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC
1	001-0502759-000	5/21/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0502777-000	5/23/2019 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0502800-000	5/22/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0502997-000	5/25/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0503069-000	5/29/2019 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0503076-000	6/4/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503242-000	5/30/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503377-000	5/31/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503609-000	6/5/2019 0:00	$174.70	$149.70	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0503638-000	6/7/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503888-000	6/12/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0503903-000	6/12/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0503973-000	6/13/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504105-000	6/17/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504298-000	6/20/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504311-000	6/20/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0504366-000	6/21/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0504422-000	6/26/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0504515-000	6/25/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0504701-000	6/27/2019 0:00	$150.00	$150.00	$0.00	WALLA WALLA FARM CENTER LLC
1	001-0504735-000	6/27/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0504741-000	6/27/2019 0:00	$341.55	$149.55	$192.00	HERRINGTON INC
1	001-0504840-000	7/1/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0505058-000	7/3/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0505593-000	7/18/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0505607-000	7/17/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0505876-000	7/24/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0506444-000	8/12/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0506445-000	8/8/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0506682-000	8/15/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0506849-000	8/20/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0506933-000	8/22/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0507094-000	8/26/2019 0:00	$0.00	$0.00	$0.00	HERRINGTON INC
1	001-0507139-000	8/27/2019 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1	001-0507174-000	8/28/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0507330-000	9/3/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0507604-000	9/11/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0507725-000	9/12/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0507769-000	9/17/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0508021-000	9/20/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0508045-000	9/23/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC
1	001-0508105-000	9/24/2019 0:00	$149.71	$149.71	$0.00	TYLER EQUIPMENT CO INC
1	001-0508132-000	9/24/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC

1 001-0508165-000	9/24/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0508307-000	9/26/2019 0:00	$249.36	$150.00	$99.36	ZIEGLER INC	
1 001-0508344-000	9/27/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0508353-000	9/27/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0508378-000	9/28/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC	
1 001-0508428-000	9/30/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0508487-000	9/30/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC	
1 001-0508605-000	10/4/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0508613-000	10/4/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0508643-000	10/4/2019 0:00	$149.93	$149.93	$0.00	POWELL TRACTOR INC	
1 001-0508879-000	10/11/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC	
1 001-0508885-000	10/11/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0508984-000	10/15/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0509272-000	10/23/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0509702-000	11/5/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0509824-000	11/7/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0509879-000	11/8/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0509928-000	11/14/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0509953-000	11/12/2019 0:00	$149.94	$149.94	$0.00	TYLER EQUIPMENT CO INC	
1 001-0509958-000	11/20/2019 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0510142-000	11/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0510164-000	11/18/2019 0:00	$368.00	$150.00	$218.00	HERRINGTON INC	
1 001-0510167-000	11/18/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0510187-000	11/18/2019 0:00	$149.92	$149.92	$0.00	TYLER EQUIPMENT CO INC	
1 001-0510268-000	11/21/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0510580-000	12/6/2019 0:00	$173.99	$148.99	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0510595-000	12/9/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0510598-000	12/2/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0510704-000	12/3/2019 0:00	$521.00	$150.00	$371.00	LAKER FARM IMPLEMENT SERVICE	
1 001-0510738-000	12/6/2019 0:00	$150.00	$150.00	$0.00	YOUNGBLOOD MOTOR CO INC	
1 001-0510839-000	12/9/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0510863-000	12/23/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0510984-000	12/11/2019 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0511137-000	12/16/2019 0:00	$149.64	$149.64	$0.00	TYLER EQUIPMENT CO INC	
1 001-0511166-000	12/19/2019 0:00	$433.57	$149.57	$284.00	HERRINGTON INC	
1 001-0511170-000	12/17/2019 0:00	$333.70	$149.70	$184.00	HERRINGTON INC	
1 001-0511255-000	12/20/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0511258-000	12/19/2019 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.	
1 001-0511275-000	12/19/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC	
1 001-0511300-000	12/19/2019 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0511406-000	12/20/2019 0:00	$149.59	$149.59	$0.00	HANEY EQUIPMENT COMPANY INC.	
1 001-0511463-000	12/23/2019 0:00	$333.85	$149.85	$184.00	HERRINGTON INC	
1 001-0511985-000	12/30/2019 0:00	$334.00	$150.00	$184.00	HERRINGTON INC	
1 001-0512131-000	12/31/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0512164-000	12/31/2019 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0512584-000	1/8/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0512831-000	1/15/2020 0:00	$149.80	$149.80	$0.00	POWELL TRACTOR INC	
1 001-0513104-000	1/24/2020 0:00	$334.00	$150.00	$184.00	HERRINGTON INC	
1 001-0513186-000	1/29/2020 0:00	$149.49	$149.49	$0.00	TYLER EQUIPMENT CO INC	
1 001-0513223-000	1/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0513326-000	1/31/2020 0:00	$334.00	$150.00	$184.00	HERRINGTON INC	
1 001-0513544-000	2/10/2020 0:00	$333.68	$149.68	$184.00	HERRINGTON INC	
1 001-0513650-000	4/7/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	

1 001-0513757-000	2/18/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0513776-000	2/18/2020 0:00	$333.48	$149.48	$184.00	HERRINGTON INC		
1 001-0513802-000	2/18/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0513892-000	2/20/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC		
1 001-0513894-000	2/20/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC		
1 001-0513937-000	2/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0514114-000	2/26/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0514177-000	2/28/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY		
1 001-0514181-000	2/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0514195-000	2/27/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0514274-000	2/28/2020 0:00	$333.52	$149.52	$184.00	HERRINGTON INC		
1 001-0514395-000	3/4/2020 0:00	$349.78	$149.78	$200.00	HERRINGTON INC		
1 001-0514412-000	3/4/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY		
1 001-0514601-000	3/10/2020 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC		
1 001-0514764-000	3/12/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0514844-000	3/16/2020 0:00	$333.52	$149.52	$184.00	HERRINGTON INC		
1 001-0514902-000	3/17/2020 0:00	$349.78	$149.78	$200.00	HERRINGTON INC		
1 001-0515007-000	3/18/2020 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT		
1 001-0515159-000	3/23/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC		
1 001-0515262-000	3/30/2020 0:00	$149.66	$149.66	$0.00	TYLER EQUIPMENT CO INC		
1 001-0515326-000	3/24/2020 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0515369-000	3/25/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY		
1 001-0515570-000	3/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0515694-000	3/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0515695-000	3/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0515824-000	3/31/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC		
1 001-0515865-000	4/7/2020 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0515910-000	4/2/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0515952-000	4/3/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0516089-000	4/7/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.		
1 001-0516221-000	4/9/2020 0:00	$150.00	$150.00	$0.00	AGCO FINANCE LLC		
1 001-0516246-000	4/9/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC		
1 001-0516422-000	4/14/2020 0:00	$250.00	$250.00	$0.00	AGCO FINANCE LLC		
1 001-0516606-000	4/15/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0516608-000	4/15/2020 0:00	$149.19	$149.19	$0.00	POWELL TRACTOR INC		
1 001-0516655-000	4/16/2020 0:00	$149.36	$149.36	$0.00	POWELL TRACTOR INC		
1 001-0516660-000	4/16/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0516681-000	4/17/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0516823-000	4/22/2020 0:00	$347.78	$147.78	$200.00	HERRINGTON INC		
1 001-0516831-000	4/18/2020 0:00	$349.04	$149.04	$200.00	HERRINGTON INC		
1 001-0516872-000	4/20/2020 0:00	$173.68	$148.68	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0516876-000	4/20/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.		
1 001-0517198-000	4/24/2020 0:00	$149.34	$149.34	$0.00	TYLER EQUIPMENT CO INC		
1 001-0517361-000	4/28/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0517410-000	4/28/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC		
1 001-0517449-000	4/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0517469-000	4/30/2020 0:00	$499.31	$149.31	$350.00	ATLANTIC & SOUTHERN EQUIPMENT		
1 001-0517500-000	4/29/2020 0:00	$148.82	$148.82	$0.00	TYLER EQUIPMENT CO INC		
1 001-0517707-000	4/30/2020 0:00	$348.34	$149.34	$200.00	HERRINGTON INC		
1 001-0517760-000	4/30/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC		
1 001-0517767-000	5/1/2020 0:00	$148.30	$148.30	$0.00	TYLER EQUIPMENT CO INC		
1 001-0517900-000	5/2/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY		
1 001-0517989-000	5/5/2020 0:00	$348.93	$148.93	$200.00	HERRINGTON INC		

1	001-0518115-000	5/12/2020 0:00	$149.39	$149.38	$0.00	TYLER EQUIPMENT CO INC
1	001-0518278-000	5/11/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0518316-000	5/9/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0518386-000	5/11/2020 0:00	$149.90	$149.90	$0.00	YOUNGBLOOD MOTOR CO INC
1	001-0518401-000	5/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0518457-000	5/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0518498-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0518499-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0518500-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0518501-000	5/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0518511-000	5/14/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0518652-000	5/14/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1	001-0518734-000	5/14/2020 0:00	$149.12	$149.12	$0.00	TYLER EQUIPMENT CO INC
1	001-0518786-000	5/16/2020 0:00	$149.68	$149.68	$0.00	TYLER EQUIPMENT CO INC
1	001-0518792-000	5/16/2020 0:00	$148.75	$148.75	$0.00	POWELL TRACTOR INC
1	001-0518824-000	5/16/2020 0:00	$148.16	$148.16	$0.00	TRACTOR MART LLC
1	001-0518954-000	5/18/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519026-000	5/19/2020 0:00	$349.71	$149.71	$200.00	HERRINGTON INC
1	001-0519092-000	5/20/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519108-000	5/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519183-000	5/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519203-000	5/22/2020 0:00	$349.26	$149.26	$200.00	HERRINGTON INC
1	001-0519273-000	5/22/2020 0:00	$146.93	$146.93	$0.00	POWELL TRACTOR INC
1	001-0519328-000	5/23/2020 0:00	$174.62	$149.62	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519332-000	5/23/2020 0:00	$174.70	$149.70	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519360-000	5/25/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0519379-000	5/26/2020 0:00	$145.83	$145.83	$0.00	POWELL TRACTOR INC
1	001-0519488-000	5/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0519507-000	5/28/2020 0:00	$149.34	$148.34	$0.00	TYLER EQUIPMENT CO INC
1	001-0519595-000	5/27/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0519610-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519633-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519704-000	5/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519852-000	5/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0519889-000	5/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0519890-000	5/29/2020 0:00	$141.04	$141.04	$0.00	POWELL TRACTOR INC
1	001-0519903-000	5/30/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0519910-000	5/30/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0519922-000	5/30/2020 0:00	$148.64	$148.64	$0.00	TYLER EQUIPMENT CO INC
1	001-0520185-000	6/3/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0520279-000	6/4/2020 0:00	$349.80	$149.80	$200.00	HERRINGTON INC
1	001-0520307-000	6/24/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT
1	001-0520411-000	6/5/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0520485-000	6/8/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0520493-000	6/9/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0520510-000	6/8/2020 0:00	$349.48	$149.48	$200.00	HERRINGTON INC
1	001-0520527-000	6/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0520554-000	6/8/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0520630-000	6/9/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1	001-0520809-000	6/11/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0520840-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0520868-000	6/11/2020 0:00	$349.32	$149.32	$200.00	HERRINGTON INC

1 001-0520872-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520881-000	6/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0520940-000	6/12/2020 0:00	$349.56	$149.56	$200.00	HERRINGTON INC
1 001-0521047-000	6/16/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0521051-000	6/15/2020 0:00	$148.09	$148.09	$0.00	TYLER EQUIPMENT CO INC
1 001-0521341-000	6/17/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0521429-000	6/18/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0521543-000	6/19/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0521853-000	6/23/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0521862-000	6/23/2020 0:00	$148.44	$148.44	$0.00	TYLER EQUIPMENT CO INC
1 001-0521909-000	6/25/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522072-000	6/25/2020 0:00	$149.64	$149.64	$0.00	POWELL TRACTOR INC
1 001-0522092-000	6/25/2020 0:00	$349.63	$149.63	$200.00	HERRINGTON INC
1 001-0522135-000	6/25/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0522225-000	6/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522370-000	6/26/2020 0:00	$348.65	$148.65	$200.00	HERRINGTON INC
1 001-0522446-000	6/27/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522496-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522509-000	6/28/2020 0:00	$349.54	$149.54	$200.00	HERRINGTON INC
1 001-0522555-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522655-000	6/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0522729-000	6/30/2020 0:00	$144.11	$144.11	$0.00	TYLER EQUIPMENT CO INC
1 001-0522752-000	6/30/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522763-000	6/30/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0522807-000	6/30/2020 0:00	$149.85	$149.85	$0.00	TYLER EQUIPMENT CO INC
1 001-0522823-000	7/1/2020 0:00	$349.52	$149.52	$200.00	HERRINGTON INC
1 001-0522951-000	7/20/2020 0:00	$149.10	$149.10	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0522982-000	7/6/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0523118-000	7/8/2020 0:00	$348.76	$148.76	$200.00	HERRINGTON INC
1 001-0523141-000	7/9/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0523165-000	7/9/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0523310-000	7/10/2020 0:00	$149.19	$149.19	$0.00	POWELL TRACTOR INC
1 001-0523364-000	7/13/2020 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0523470-000	7/15/2020 0:00	$350.00	$150.00	$200.00	BRUNO'S FARM AND LAWN LLC
1 001-0523611-000	7/16/2020 0:00	$175.00	$150.00	$200.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0523708-000	7/16/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0523908-000	7/20/2020 0:00	$148.60	$148.60	$0.00	POWELL TRACTOR INC
1 001-0523931-000	7/21/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0524076-000	7/28/2020 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1 001-0524126-000	7/22/2020 0:00	$349.10	$149.10	$200.00	HERRINGTON INC
1 001-0524143-000	7/24/2020 0:00	$150.00	$150.00	$0.00	SMITH FARM SUPPLY
1 001-0524279-000	7/27/2020 0:00	$148.12	$148.12	$0.00	TYLER EQUIPMENT CO INC
1 001-0524291-000	7/24/2020 0:00	$148.28	$148.28	$0.00	TYLER EQUIPMENT CO INC
1 001-0524476-000	7/28/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0524680-000	7/31/2020 0:00	$149.74	$149.74	$0.00	TYLER EQUIPMENT CO INC
1 001-0524715-000	7/30/2020 0:00	$175.00	$150.00	$25.00	N C TRACTOR & FARM SUPPLY
1 001-0524731-000	7/31/2020 0:00	$149.09	$149.09	$0.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0524762-000	7/31/2020 0:00	$175.00	$150.00	$25.00	TYLER EQUIPMENT CO INC
1 001-0524931-000	8/11/2020 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0524960-000	8/4/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0524981-000	8/7/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525005-000	8/6/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525050-000	8/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0525058-000	8/6/2020 0:00	$348.76	$148.76	$200.00	HERRINGTON INC
1 001-0525064-000	8/6/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525112-000	8/7/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0525141-000	8/18/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525247-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525276-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525376-000	8/13/2020 0:00	$349.21	$149.21	$200.00	HERRINGTON INC
1 001-0525378-000	8/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525412-000	8/13/2020 0:00	$149.22	$149.22	$0.00	POWELL TRACTOR INC
1 001-0525430-000	8/14/2020 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0525445-000	8/17/2020 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0525540-000	8/17/2020 0:00	$450.00	$150.00	$300.00	YOUNGBLOOD MOTOR CO INC
1 001-0525575-000	8/18/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0525684-000	8/20/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0525719-000	8/20/2020 0:00	$349.64	$149.64	$200.00	HERRINGTON INC
1 001-0525815-000	8/25/2020 0:00	$174.48	$149.48	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0525829-000	8/24/2020 0:00	$349.91	$149.91	$200.00	HERRINGTON INC
1 001-0525847-000	8/24/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0525902-000	8/25/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0525965-000	8/25/2020 0:00	$0.00	$0.00	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0526025-000	8/31/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526221-000	8/29/2020 0:00	$349.08	$149.08	$200.00	HERRINGTON INC
1 001-0526235-000	8/29/2020 0:00	$173.72	$148.72	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526287-000	8/31/2020 0:00	$174.80	$149.80	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526344-000	8/31/2020 0:00	$149.59	$149.59	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0526426-000	9/3/2020 0:00	$145.88	$145.88	$0.00	POWELL TRACTOR INC
1 001-0526482-000	9/2/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0526540-000	9/3/2020 0:00	$174.68	$149.68	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526588-000	9/4/2020 0:00	$349.33	$149.33	$200.00	HERRINGTON INC
1 001-0526636-000	9/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0526734-000	9/9/2020 0:00	$349.89	$149.89	$200.00	HERRINGTON INC
1 001-0526877-000	9/15/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0526928-000	9/14/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527047-000	9/16/2020 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1 001-0527063-000	9/16/2020 0:00	$399.24	$149.24	$250.00	YOUNGBLOOD MOTOR CO INC
1 001-0527085-000	9/17/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0527233-000	9/21/2020 0:00	$349.50	$149.50	$200.00	HERRINGTON INC
1 001-0527363-000	9/22/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0527419-000	9/23/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0527442-000	9/23/2020 0:00	$148.99	$148.99	$0.00	TRACTOR MART LLC
1 001-0527559-000	10/19/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527818-000	9/30/2020 0:00	$150.00	$150.00	$0.00	BARNES EQUIPMENT INC
1 001-0527979-000	10/2/2020 0:00	$174.44	$149.44	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0527989-000	10/5/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528020-000	10/5/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0528042-000	10/5/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528050-000	10/5/2020 0:00	$148.76	$148.76	$0.00	POWELL TRACTOR INC
1 001-0528072-000	10/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528097-000	10/6/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528098-000	10/6/2020 0:00	$347.33	$147.33	$200.00	HERRINGTON INC
1 001-0528362-000	10/12/2020 0:00	$173.50	$148.50	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0528390-000	10/13/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0528459-000	10/14/2020 0:00	$149.50	$149.50	$0.00	POWELL TRACTOR INC

1 001-0528552-000	10/15/2020 0:00	$348.90	$148.90	$200.00	HERRINGTON INC	
1 001-0528617-000	10/19/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0528770-000	10/21/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0528820-000	10/22/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0529096-000	10/28/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529300-000	11/2/2020 0:00	$348.15	$148.15	$200.00	HERRINGTON INC	
1 001-0529358-000	11/3/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529483-000	11/6/2020 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0529555-000	11/9/2020 0:00	$174.82	$149.82	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529562-000	11/23/2020 0:00	$349.50	$149.50	$200.00	HERRINGTON INC	
1 001-0529568-000	11/10/2020 0:00	$149.69	$149.69	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529588-000	11/10/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529593-000	11/10/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529656-000	11/11/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529726-000	11/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0529744-000	11/13/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0529909-000	11/18/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0529926-000	11/18/2020 0:00	$149.16	$149.16	$0.00	POWELL TRACTOR INC	
1 001-0530026-000	11/23/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0530109-000	11/24/2020 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.	
1 001-0530134-000	11/24/2020 0:00	$149.44	$149.44	$0.00	POWELL TRACTOR INC	
1 001-0530167-000	11/25/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0530308-000	11/30/2020 0:00	$149.56	$149.56	$0.00	TYLER EQUIPMENT CO INC	
1 001-0530333-000	12/7/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0530461-000	12/3/2020 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0530479-000	12/3/2020 0:00	$348.31	$149.31	$200.00	HERRINGTON INC	
1 001-0530525-000	12/4/2020 0:00	$348.90	$148.90	$200.00	HERRINGTON INC	
1 001-0530662-000	12/8/2020 0:00	$149.08	$149.08	$0.00	POWELL TRACTOR INC	
1 001-0530663-000	12/8/2020 0:00	$149.00	$149.00	$0.00	POWELL TRACTOR INC	
1 001-0530690-000	12/8/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0530827-000	12/11/2020 0:00	$349.16	$149.16	$200.00	HERRINGTON INC	
1 001-0530859-000	12/14/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0530957-000	12/13/2020 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0530987-000	12/15/2020 0:00	$349.42	$149.42	$200.00	HERRINGTON INC	
1 001-0531162-000	12/18/2020 0:00	$174.52	$149.52	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0531316-000	12/22/2020 0:00	$348.84	$148.84	$200.00	HERRINGTON INC	
1 001-0531453-000	12/23/2020 0:00	$348.77	$148.77	$200.00	HERRINGTON INC	
1 001-0531680-000	12/29/2020 0:00	$149.28	$148.28	$0.00	TRACTOR MART LLC	
1 001-0531681-000	12/29/2020 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0531738-000	12/29/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0531767-000	12/30/2020 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0531856-000	12/30/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR & FARM SUPPLY	
1 001-0531890-000	12/30/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0532059-000	12/31/2020 0:00	$149.90	$149.90	$0.00	HERRINGTON INC	
1 001-0532247-000	1/7/2021 0:00	$100.00	$100.00	$0.00	HERRINGTON INC	
1 001-0532273-000	1/7/2021 0:00	$349.26	$149.26	$200.00	HERRINGTON INC	
1 001-0532309-000	1/8/2021 0:00	$348.42	$148.42	$200.00	HERRINGTON INC	
1 001-0532316-000	1/8/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532514-000	1/14/2021 0:00	$148.21	$148.21	$0.00	N C TRACTOR & FARM SUPPLY	
1 001-0532648-000	1/20/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0532674-000	1/20/2021 0:00	$174.56	$149.56	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532719-000	1/28/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0532750-000	1/22/2021 0:00	$349.68	$149.68	$200.00	HERRINGTON INC	

1	001-0532786-000	1/25/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0532789-000	1/22/2021 0:00	$349.28	$149.28	$200.00	HERRINGTON INC
1	001-0532853-000	1/28/2021 0:00	$173.20	$148.20	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0533004-000	1/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0533063-000	1/29/2021 0:00	$25.00	$0.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0533067-000	2/3/2021 0:00	$148.76	$148.76	$0.00	TYLER EQUIPMENT CO INC
1	001-0533110-000	2/1/2021 0:00	$149.88	$149.88	$0.00	POWELL TRACTOR INC
1	001-0533137-000	2/2/2021 0:00	$174.41	$149.41	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0533141-000	2/2/2021 0:00	$153.52	$128.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0533152-000	2/3/2021 0:00	$149.54	$149.54	$0.00	POWELL TRACTOR INC
1	001-0533412-000	2/10/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0533453-000	2/11/2021 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1	001-0533492-000	2/12/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0533509-000	2/12/2021 0:00	$149.20	$149.20	$0.00	TYLER EQUIPMENT CO INC
1	001-0533572-000	2/15/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0533576-000	2/15/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0533817-000	2/22/2021 0:00	$349.24	$149.24	$200.00	HERRINGTON INC
1	001-0533952-000	2/24/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0534065-000	2/26/2021 0:00	$346.76	$146.76	$200.00	HERRINGTON INC
1	001-0534104-000	3/1/2021 0:00	$149.25	$149.25	$0.00	TRACTOR MART LLC
1	001-0534148-000	2/26/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0534170-000	2/26/2021 0:00	$348.43	$148.43	$200.00	HERRINGTON INC
1	001-0534318-000	3/2/2021 0:00	$348.80	$148.80	$200.00	HERRINGTON INC
1	001-0534455-000	3/4/2021 0:00	$273.74	$148.74	$125.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0534583-000	3/5/2021 0:00	$174.03	$149.03	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0534704-000	3/9/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0534733-000	3/9/2021 0:00	$274.05	$149.05	$125.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0534772-000	3/9/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0534777-000	3/10/2021 0:00	$149.65	$149.65	$0.00	POWELL TRACTOR INC
1	001-0534834-000	3/10/2021 0:00	$173.67	$148.67	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0534907-000	3/11/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0535024-000	3/12/2021 0:00	$148.93	$148.93	$0.00	KABE CAIN ENTERPRISES, INC.
1	001-0535050-000	3/12/2021 0:00	$173.52	$148.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0535287-000	3/17/2021 0:00	$146.36	$146.36	$0.00	TRACTOR MART LLC
1	001-0535308-000	3/18/2021 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1	001-0535491-000	3/23/2021 0:00	$149.36	$149.36	$0.00	POWELL TRACTOR INC
1	001-0535513-000	3/22/2021 0:00	$275.00	$150.00	$125.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0535563-000	3/22/2021 0:00	$349.31	$149.31	$200.00	HERRINGTON INC
1	001-0535595-000	3/23/2021 0:00	$275.00	$150.00	$125.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0535695-000	3/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0535713-000	3/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0535851-000	3/25/2021 0:00	$149.72	$149.72	$0.00	POWELL TRACTOR INC
1	001-0535876-000	3/25/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0535910-000	3/25/2021 0:00	$173.27	$148.27	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0535991-000	3/26/2021 0:00	$149.72	$149.72	$0.00	POWELL TRACTOR INC
1	001-0536364-000	4/2/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1	001-0536444-000	3/31/2021 0:00	$348.68	$148.68	$200.00	HERRINGTON INC
1	001-0536465-000	3/31/2021 0:00	$172.17	$147.17	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0536464-000	3/31/2021 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1	001-0536604-000	4/2/2021 0:00	$348.32	$148.32	$200.00	HERRINGTON INC
1	001-0536619-000	4/2/2021 0:00	$149.76	$149.76	$0.00	TYLER EQUIPMENT CO INC
1	001-0536820-000	4/6/2021 0:00	$249.94	$149.94	$100.00	HERRINGTON INC
1	001-0536938-000	4/7/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC

1	001-0536838-000	4/7/2021 0:00	$147.56	$147.56	$0.00	POWELL TRACTOR INC
1	001-0536945-000	4/7/2021 0:00	$274.27	$149.27	$125.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0536881-000	4/7/2021 0:00	$147.84	$147.84	$0.00	TYLER EQUIPMENT CO INC
1	001-0536890-000	4/9/2021 0:00	$174.20	$149.20	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0537174-000	4/14/2021 0:00	$349.61	$149.61	$200.00	HERRINGTON INC
1	001-0537424-000	4/14/2021 0:00	$149.80	$149.80	$0.00	POWELL TRACTOR INC
1	001-0537433-000	4/15/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0537719-000	4/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0537815-000	4/19/2021 0:00	$148.88	$148.88	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0537894-000	4/20/2021 0:00	$147.87	$147.87	$0.00	POWELL TRACTOR INC
1	001-0537971-000	4/21/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0538011-000	4/22/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0538226-000	4/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0538442-000	4/26/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0538561-000	4/27/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC
1	001-0538688-000	4/29/2021 0:00	$349.92	$149.92	$200.00	HERRINGTON INC
1	001-0538801-000	4/29/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0538942-000	4/30/2021 0:00	$174.92	$149.92	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0538887-000	5/5/2021 0:00	$298.60	$148.60	$150.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0539122-000	5/3/2021 0:00	$148.69	$148.69	$0.00	POWELL TRACTOR INC
1	001-0539127-000	5/3/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0539145-000	5/4/2021 0:00	$148.82	$148.82	$0.00	POWELL TRACTOR INC
1	001-0539202-000	5/4/2021 0:00	$348.64	$149.64	$200.00	HERRINGTON INC
1	001-0539204-000	5/4/2021 0:00	$149.23	$149.23	$0.00	TYLER EQUIPMENT CO INC
1	001-0539282-000	5/5/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0539324-000	5/5/2021 0:00	$348.92	$148.92	$200.00	HERRINGTON INC
1	001-0539345-000	5/5/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1	001-0539407-000	5/6/2021 0:00	$149.60	$149.60	$0.00	N C TRACTOR & FARM SUPPLY
1	001-0539454-000	5/7/2021 0:00	$148.96	$148.96	$0.00	TYLER EQUIPMENT CO INC
1	001-0539488-000	5/7/2021 0:00	$225.00	$150.00	$75.00	MM WEAVER INC
1	001-0539625-000	5/10/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0539757-000	5/12/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0539848-000	5/12/2021 0:00	$148.93	$148.93	$0.00	TYLER EQUIPMENT CO INC
1	001-0539957-000	5/14/2021 0:00	$348.36	$148.36	$200.00	HERRINGTON INC
1	001-0540053-000	5/17/2021 0:00	$174.76	$149.76	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0540055-000	5/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0540086-000	5/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0540281-000	5/19/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0540297-000	5/19/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1	001-0540463-000	5/21/2021 0:00	$174.84	$149.84	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0540564-000	5/24/2021 0:00	$343.43	$148.43	$195.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0540664-000	5/25/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1	001-0540676-000	5/25/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1	001-0540747-000	5/26/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0540760-000	5/26/2021 0:00	$149.68	$149.68	$0.00	TRACTOR MART LLC
1	001-0540768-000	5/26/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1	001-0540769-000	5/26/2021 0:00	$148.44	$148.44	$0.00	POWELL TRACTOR INC
1	001-0540925-000	5/27/2021 0:00	$348.92	$148.92	$200.00	HERRINGTON INC
1	001-0541113-000	6/1/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0541253-000	6/2/2021 0:00	$174.26	$149.26	$25.00	NANCE TRACTOR & IMPLEMENT INC
1	001-0541323-000	6/3/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1	001-0541377-000	6/4/2021 0:00	$148.69	$148.69	$0.00	YOUNGBLOOD MOTOR CO INC
1	001-0541424-000	6/4/2021 0:00	$174.93	$149.93	$25.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0541443-000	6/4/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0541469-000	6/4/2021 0:00	$145.88	$145.88	$0.00	POWELL TRACTOR INC	
1 001-0541497-000	6/7/2021 0:00	$149.48	$149.48	$0.00	KASE CAIN ENTERPRISES, INC.	
1 001-0541598-000	6/8/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0541613-000	6/8/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0541645-000	6/8/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0541810-000	6/10/2021 0:00	$149.19	$149.19	$0.00	YOUNGBLOOD MOTOR CO INC	
1 001-0541898-000	6/11/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0542027-000	6/14/2021 0:00	$344.34	$149.34	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0542083-000	6/15/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0542091-000	6/15/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0542297-000	6/18/2021 0:00	$348.84	$148.84	$200.00	HERRINGTON INC	
1 001-0542457-000	6/22/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0542470-000	6/23/2021 0:00	$150.00	$150.00	$0.00	PREMIER EQUIP CO ROCKY MOUNT	
1 001-0542510-000	6/22/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0542557-000	6/22/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0542706-000	6/30/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0542931-000	6/28/2021 0:00	$149.82	$149.82	$0.00	POWELL TRACTOR INC	
1 001-0542943-000	6/29/2021 0:00	$149.86	$149.86	$0.00	WHITE TRACTOR CO	
1 001-0543101-000	6/29/2021 0:00	$149.79	$149.79	$0.00	WINSTON TRACTOR COMPANY	
1 001-0543216-000	6/30/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0543375-000	7/2/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0543467-000	7/6/2021 0:00	$148.66	$148.66	$0.00	POWELL TRACTOR INC	
1 001-0543518-000	7/9/2021 0:00	$0.00	$0.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0543607-000	7/9/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0543980-000	7/15/2021 0:00	$150.00	$150.00	$0.00	WESTERN CAROLINA LAWN & TRACTO	
1 001-0544317-000	7/22/2021 0:00	$250.00	$150.00	$100.00	MOSS BROS INC	
1 001-0544344-000	7/21/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0544469-000	7/23/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC	
1 001-0544603-000	7/27/2021 0:00	$175.00	$150.00	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0544632-000	7/27/2021 0:00	$347.95	$147.95	$200.00	HERRINGTON INC	
1 001-0544723-000	7/28/2021 0:00	$349.62	$149.62	$200.00	HERRINGTON INC	
1 001-0544746-000	7/28/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0544841-000	7/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0544845-000	7/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0544954-000	7/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0545142-000	8/4/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0545326-000	8/10/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0545398-000	8/10/2021 0:00	$174.67	$149.67	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0545443-000	8/20/2021 0:00	$174.59	$149.59	$25.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0545522-000	8/11/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0545628-000	8/17/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC	
1 001-0545659-000	8/13/2021 0:00	$149.63	$149.63	$0.00	KASE CAIN ENTERPRISES, INC.	
1 001-0545777-000	8/17/2021 0:00	$149.65	$149.65	$0.00	TYLER EQUIPMENT CO INC	
1 001-0545796-000	8/17/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0545883-000	8/19/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC	
1 001-0545975-000	8/20/2021 0:00	$344.12	$149.12	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0545991-000	8/20/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT	
1 001-0546015-000	8/20/2021 0:00	$349.84	$149.84	$200.00	HERRINGTON INC	
1 001-0546060-000	8/23/2021 0:00	$344.58	$149.58	$195.00	NANCE TRACTOR & IMPLEMENT INC	
1 001-0546191-000	8/24/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC	
1 001-0546366-000	8/26/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC	
1 001-0546394-000	8/27/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC	

1 001-0546537-000	8/30/2021 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1 001-0546548-000	8/30/2021 0:00	$148.99	$148.99	$0.00	POWELL TRACTOR INC
1 001-0546588-000	8/31/2021 0:00	$148.75	$148.75	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0546612-000	8/31/2021 0:00	$149.60	$149.60	$0.00	TYLER EQUIPMENT CO INC
1 001-0546699-000	9/1/2021 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0546772-000	9/2/2021 0:00	$348.84	$148.84	$200.00	HERRINGTON INC
1 001-0546794-000	9/3/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0546802-000	9/3/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0546818-000	9/3/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0546930-000	9/8/2021 0:00	$349.80	$149.80	$200.00	HERRINGTON INC
1 001-0547005-000	9/8/2021 0:00	$148.41	$148.41	$0.00	POWELL TRACTOR INC
1 001-0547010-000	9/9/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547226-000	9/13/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547337-000	9/14/2021 0:00	$149.10	$149.10	$0.00	TYLER EQUIPMENT CO INC
1 001-0547352-000	9/14/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0547563-000	9/20/2021 0:00	$344.88	$149.88	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0547692-000	9/21/2021 0:00	$150.00	$150.00	$0.00	ATLAS EQUIPMENT
1 001-0547734-000	9/22/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0547741-000	9/22/2021 0:00	$344.61	$149.61	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0547823-000	9/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0547851-000	9/23/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0547866-000	9/23/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0548153-000	9/29/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0548187-000	9/29/2021 0:00	$349.87	$149.87	$200.00	HERRINGTON INC
1 001-0548208-000	9/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0548210-000	9/30/2021 0:00	$148.40	$148.40	$0.00	POWELL TRACTOR INC
1 001-0548300-000	9/30/2021 0:00	$250.00	$150.00	$100.00	MONTGOMERY TRACTOR SALES INC
1 001-0548312-000	9/30/2021 0:00	$344.68	$149.68	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0548369-000	9/30/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0548418-000	10/1/2021 0:00	$146.94	$146.94	$0.00	POWELL TRACTOR INC
1 001-0548826-000	10/11/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0548828-000	10/12/2021 0:00	$275.00	$150.00	$125.00	JIM'S FARM EQUIPMENT
1 001-0549188-000	10/19/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0549264-000	10/20/2021 0:00	$349.78	$149.78	$200.00	HERRINGTON INC
1 001-0549398-000	10/22/2021 0:00	$343.60	$148.60	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0549619-000	10/27/2021 0:00	$348.86	$148.86	$200.00	HERRINGTON INC
1 001-0549656-000	10/28/2021 0:00	$343.86	$148.86	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0549716-000	10/29/2021 0:00	$149.58	$149.58	$0.00	YOUNGBLOOD MOTOR CO INC
1 001-0549741-000	10/29/2021 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0549827-000	11/1/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0550087-000	11/5/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550242-000	11/10/2021 0:00	$349.40	$149.40	$200.00	HERRINGTON INC
1 001-0550286-000	11/11/2021 0:00	$344.77	$149.77	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550299-000	11/11/2021 0:00	$150.00	$150.00	$0.00	GRIDIRON, LLC
1 001-0550315-000	11/11/2021 0:00	$149.68	$149.68	$0.00	POWELL TRACTOR INC
1 001-0550618-000	11/18/2021 0:00	$148.95	$148.95	$0.00	WESTERN CAROLINA LAWN & TRACTO
1 001-0550646-000	11/22/2021 0:00	$173.52	$148.52	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0550717-000	11/23/2021 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0550756-000	11/24/2021 0:00	$149.54	$149.54	$0.00	TRACTOR MART LLC
1 001-0550768-000	11/23/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0550873-000	11/29/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0550977-000	11/30/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0551001-000	11/30/2021 0:00	$344.80	$149.80	$195.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0551008-000	11/30/2021 0:00	$174.23	$149.23	$25.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0551081-000	12/8/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0551176-000	12/3/2021 0:00	$499.55	$149.55	$350.00	SWIDERSKI EQUIPMENT INC
1 001-0551334-000	12/8/2021 0:00	$149.31	$149.31	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0551434-000	12/9/2021 0:00	$149.92	$149.92	$0.00	TYLER EQUIPMENT CO INC
1 001-0551679-000	12/15/2021 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0551716-000	12/15/2021 0:00	$349.36	$149.36	$200.00	HERRINGTON INC
1 001-0551717-000	12/15/2021 0:00	$145.87	$145.87	$0.00	POWELL TRACTOR INC
1 001-0551805-000	12/16/2021 0:00	$149.46	$149.46	$0.00	TYLER EQUIPMENT CO INC
1 001-0551974-000	12/20/2021 0:00	$149.88	$149.88	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0552031-000	12/21/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552218-000	12/23/2021 0:00	$344.43	$149.43	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552220-000	12/23/2021 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0552360-000	12/27/2021 0:00	$149.55	$149.55	$0.00	POWELL TRACTOR INC
1 001-0552474-000	12/28/2021 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0552854-000	12/31/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0552874-000	12/31/2021 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0553075-000	1/5/2022 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0553098-000	1/5/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553104-000	1/6/2022 0:00	$349.82	$149.82	$200.00	HERRINGTON INC
1 001-0553137-000	1/7/2022 0:00	$148.51	$148.51	$0.00	TYLER EQUIPMENT CO INC
1 001-0553146-000	1/7/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553172-000	1/7/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553209-000	1/10/2022 0:00	$148.80	$148.80	$0.00	TYLER EQUIPMENT CO INC
1 001-0553251-000	1/11/2022 0:00	$349.48	$149.48	$200.00	HERRINGTON INC
1 001-0553317-000	1/14/2022 0:00	$349.68	$149.68	$200.00	HERRINGTON INC
1 001-0553404-000	1/18/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0553481-000	1/19/2022 0:00	$146.36	$146.36	$0.00	POWELL TRACTOR INC
1 001-0553619-000	1/21/2022 0:00	$349.55	$149.55	$200.00	HERRINGTON INC
1 001-0553656-000	1/24/2022 0:00	$149.06	$149.06	$0.00	TYLER EQUIPMENT CO INC
1 001-0553764-000	1/26/2022 0:00	$148.60	$148.60	$0.00	POWELL TRACTOR INC
1 001-0554180-000	2/4/2022 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0554205-000	2/9/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0554368-000	2/10/2022 0:00	$149.60	$149.60	$0.00	TYLER EQUIPMENT CO INC
1 001-0554447-000	2/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554465-000	2/15/2022 0:00	$347.88	$147.88	$200.00	HERRINGTON INC
1 001-0554482-000	2/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554518-000	2/15/2022 0:00	$150.00	$150.00	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0554562-000	2/15/2022 0:00	$349.92	$149.92	$200.00	BRUNO'S FARM AND LAWN LLC
1 001-0554618-000	2/16/2022 0:00	$149.89	$149.89	$0.00	TYLER EQUIPMENT CO INC
1 001-0554633-000	2/16/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0554641-000	2/16/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0554695-000	2/21/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0554876-000	2/22/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0554950-000	2/23/2022 0:00	$150.00	$150.00	$0.00	WINSTON TRACTOR COMPANY
1 001-0554967-000	2/23/2022 0:00	$349.57	$149.57	$200.00	HERRINGTON INC
1 001-0555005-000	2/25/2022 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0555025-000	3/9/2022 0:00	$449.00	$150.00	$299.00	OCMULGEE OUT DOORS INC
1 001-0555123-000	2/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0555311-000	3/2/2022 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0555346-000	3/7/2022 0:00	$148.98	$149.98	$0.00	TRACTOR MART LLC
1 001-0555569-000	3/8/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0555668-000	3/9/2022 0:00	$149.02	$149.02	$0.00	TYLER EQUIPMENT CO INC

1 001-0556000-000	3/16/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0556298-000	3/25/2022 0:00	$300.00	$150.00	$150.00	TYLER EQUIPMENT CO INC
1 001-0556405-000	3/24/2022 0:00	$140.79	$140.79	$0.00	TYLER EQUIPMENT CO INC
1 001-0556530-000	3/24/2022 0:00	$349.84	$149.84	$200.00	HERRINGTON INC
1 001-0556542-000	3/24/2022 0:00	$149.35	$149.35	$0.00	WESTERN CAROLINA LAWN & TRACTO
1 001-0556618-000	3/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0556709-000	3/28/2022 0:00	$149.82	$149.82	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0556800-000	3/30/2022 0:00	$150.00	$150.00	$0.00	MW WEAVER INC
1 001-0557227-000	4/1/2022 0:00	$149.52	$149.52	$0.00	TYLER EQUIPMENT CO INC
1 001-0557517-000	4/11/2022 0:00	$149.54	$149.54	$0.00	TYLER EQUIPMENT CO INC
1 001-0557574-000	4/3/2022 0:00	$149.59	$149.59	$0.00	TRACTOR MART LLC
1 001-0557604-000	4/8/2022 0:00	$349.42	$149.42	$200.00	HERRINGTON INC
1 001-0557632-000	4/8/2022 0:00	$349.96	$149.96	$200.00	HERRINGTON INC
1 001-0557649-000	4/11/2022 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0557686-000	4/11/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0557858-000	4/14/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0557877-000	4/13/2022 0:00	$400.00	$150.00	$250.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0557895-000	4/14/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0557930-000	4/14/2022 0:00	$349.88	$149.88	$200.00	HERRINGTON INC
1 001-0557982-000	4/15/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0558302-000	4/21/2022 0:00	$344.88	$148.88	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0558460-000	4/25/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0558467-000	4/25/2022 0:00	$344.85	$149.85	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0558543-000	4/26/2022 0:00	$350.00	$150.00	$200.00	HERRINGTON INC
1 001-0558601-000	4/26/2022 0:00	$149.58	$149.58	$0.00	TRACTOR MART LLC
1 001-0558619-000	4/26/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0558663-000	4/27/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0558846-000	4/29/2022 0:00	$349.84	$149.84	$200.00	HERRINGTON INC
1 001-0558877-000	4/29/2022 0:00	$149.80	$149.80	$0.00	N C TRACTOR & FARM SUPPLY
1 001-0559026-000	5/2/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0559072-000	5/3/2022 0:00	$150.00	$150.00	$0.00	KABE CAIN ENTERPRISES, INC.
1 001-0559235-000	5/5/2022 0:00	$250.00	$150.00	$100.00	MONTGOMERY TRACTOR SALES INC
1 001-0559542-000	5/16/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0559797-000	5/23/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0559982-000	5/25/2022 0:00	$0.00	$0.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0560181-000	5/26/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0560621-000	6/3/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0560653-000	6/3/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0560969-000	6/9/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0561028-000	6/9/2022 0:00	$263.00	$150.00	$113.00	MAYER FARM EQUIPMENT LLC
1 001-0561047-000	6/10/2022 0:00	$263.00	$150.00	$113.00	MAYER FARM EQUIPMENT LLC
1 001-0561098-000	6/10/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT LLC
1 001-0561144-000	6/13/2022 0:00	$150.00	$150.00	$0.00	TRACTOR MART LLC
1 001-0561264-000	6/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0561276-000	6/14/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0561587-000	6/21/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0562262-000	7/1/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0562691-000	7/13/2022 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC
1 001-0562729-000	7/14/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0562745-000	7/15/2022 0:00	$349.60	$149.60	$200.00	HERRINGTON INC
1 001-0562871-000	7/18/2022 0:00	$149.63	$149.63	$0.00	TYLER EQUIPMENT CO INC
1 001-0562877-000	7/18/2022 0:00	$150.00	$150.00	$0.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0562895-000	7/19/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC

1 001-0562923-000	7/19/2022 0:00	$349.60	$149.80	$200.00	HERRINGTON INC
1 001-0563008-000	7/21/2022 0:00	$345.00	$150.00	$195.00	NANCE TRACTOR & IMPLEMENT INC
1 001-0563130-000	7/25/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0563148-000	7/26/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
1 001-0563240-000	7/27/2022 0:00	$500.00	$150.00	$350.00	ATLANTIC & SOUTHERN EQUIPMENT
1 001-0563278-000	7/28/2022 0:00	$149.58	$149.58	$0.00	TYLER EQUIPMENT CO INC
1 001-0563285-000	7/29/2022 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
3 003-0517500-000	4/29/2020 0:00	$148.82	$148.82	$0.00	TYLER EQUIPMENT CO INC
3 003-0517767-000	5/13/2020 0:00	$148.30	$148.30	$0.00	TYLER EQUIPMENT CO INC
3 003-0518115-000	5/12/2020 0:00	$149.39	$149.39	$0.00	TYLER EQUIPMENT CO INC
3 003-0519922-000	5/30/2020 0:00	$148.64	$148.64	$0.00	TYLER EQUIPMENT CO INC
3 003-0525005-000	8/6/2020 0:00	$150.00	$150.00	$0.00	TYLER EQUIPMENT CO INC
3 003-0525276-000	8/12/2020 0:00	$150.00	$150.00	$0.00	POWELL TRACTOR INC

****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2021CP4601792

Official File Stamp:	02-20-2024 01:08:31 PM
Court:	CIRCUIT COURT Common Pleas York
Case Caption:	Eswin Aguilar VS Nance Tractor And Implement Inc , defendant, et al
Document(s) Submitted:	Amended/Other - Exhibit/Filing of Exhibits - Exhibit/Filing of Exhibits
Filed by or on behalf of:	Ryan Gregory Studemeyer

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Carmen Harper Thomas for Agco Corp
Ryan Gregory Studemeyer for Eswin Aguilar
Joseph Gregory Studemeyer for Eswin Aguilar
Cory Bradley Patterson for Agco Corp

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Case Party Info Protected

AGCO LIMITED WARRANTY TERMS AND CONDITIONS - UNITED STATES, CANADA, AND MEXICO
EFFECTIVE FOR EQUIPMENT RETAILED AND DELIVERED AFTER JANUARY 1, 2019

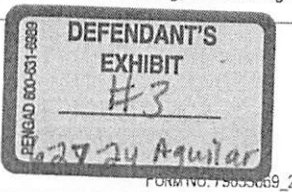
WHAT IS WARRANTED AGCO Corporation warrants its new equipment to be free of defects in material and workmanship at time of delivery to the first retail purchaser, renter, or lessee. These terms apply to all brands of new equipment originally marketed in the United States, Canada and to Challenger® branded equipment only originally marketed in Mexico.

APPLICATION	ALL EQUIPMENT, EXCEPT FOR NEW LEADER	TWELVE (12) MONTHS	-
	MAJOR DRIVETRAIN COMPONENTS[1]	ADDITIONAL TWELVE (12) MONTHS OR TOTAL MACHINE USAGE OF TWO THOUSAND (2000) HOURS, WHICHEVER COMES FIRST	1
	NEW LEADER SPINNER SPREADER	TWENTY-FOUR (24) MONTHS	-
	#3 PINTLE CHAIN CONVEYOR	THIRTY-SIX (36) MONTHS	-
TRACTORS	ALL TRACK TRACTORS[3,14], AGRICULTURAL WHEELED TRACTORS[2], EXCEPT FENDT®	TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST	2, 3, 14
	1500, 1600, 4600M, 4700 AND STA SERIES POWERTRAIN[4], EXCEPT 1526 AND ZT TRACTORS	TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST	4
	1526, 1700, 1700E, GC1700, 2600H AND 2700E SERIES	TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST	13
	ALL FENDT® TRACTORS[2]	THIRTY-SIX (36) MONTHS OR THREE THOUSAND (3000) HOURS WHICHEVER COMES FIRST	2
	ARTICULATED AGRICULTURAL TRACTORS (MT900) AND ARTICULATED SCRAPER TRACTORS (MTS900)	TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST	-
	ALL AGRICULTURAL TRACTORS IN A NON-AG APPLICATION[2]	TWELVE (12) MONTHS OR ONE THOUSAND (1000) HOURS	2
IMPLEMENTS	ALL LOADERS, IMPLEMENTS[3], ATTACHMENTS, 3 POINT MOUNTED ROTARY CUTTERS[6], MOWER DECKS, FINISHING MOWERS[7]	TWELVE (12) MONTHS	5, 6, 7
	ALL SUNFLOWER TILLAGE TOOLS, ATTACHMENTS, DUMPWAGONS, DRILLS	TWELVE (12) MONTHS PARTS AND LABOR INCLUDING HIGH WEAR ITEMS[8]	8
	SUNFLOWER TILLAGE TOOLS	ADDITIONAL TWENTY-FOUR (24) MONTHS PARTS ONLY	-
	PLANTERS[9], SPREADERS[10], TENDERS	TWELVE (12) MONTHS	9, 10
HAY EQUIPMENT	ALL HAY EQUIPMENT, SELF-PROPELLED WINDROWERS, AUGER, ROTARY[15], DRAPER HEADERS, EXCEPT ROUND BALERS	TWELVE (12) MONTHS	15
	ROUND BALERS	TWENTY-FOUR (24) MONTHS	-
HARVEST	COMBINES, CORNHEAD, DRAPER, FLEX, PICKUP, RIGID	TWENTY-FOUR (24) MONTHS	-
ENGINE WARRANTY	ALL ENGINES[11] EXCEPT CATERPILLAR AND CUMMINS ENGINES	TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST	11
	CATERPILLAR AND CUMMINS ENGINES	COVERAGE PROVIDED BY MANUFACTURER	-
	FUEL INJECTION EQUIPMENT, STARTERS, TURBO CHARGER	COVERAGE PROVIDED BY MANUFACTURER EXCEPT WHEN AGCO WARRANTY EXCEEDS MANUFACTURER WARRANTY	-
SERVICE PARTS	NEW OR REMAN GENUINE AGCO PARTS[12]	TWELVE (12) MONTHS OR REMAINDER OF MACHINE WARRANTY, WHICHEVER IS LONGER	12

FOOTNOTES

1	Application equipment, major drive train components, is warranted for two (2) years or two-thousand (2000) hours, whichever comes first. This warranty shall include transmission, drive axle, wheel motor, hydrostatic pump, differential, chain cases, and front wheel assist hydraulic pump. Allison transmissions are warranted by the manufacturer.
2	MTS800 Series (Special Application) version and all agricultural tractors being used in a non-agricultural application, such as but not limited to a towed scraper with construction style hitch, receive twelve (12) months or one thousand (1000) hours, whichever comes first.
3	MT700 and MT800 series track tractors carry a rubber track warranty for a period of twenty-four (24) months for scraper version and non-agricultural applications and forty-eight (48) months for agricultural application. This is a pro-rated warranty that covers defects in material and workmanship with allowance calculated as to the percent of grouser wear height at failure.
4	In addition to standard warranty, the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine, transmission, drive axle casting, and/or components enclosed within these castings for an additional (12) month period provided the tractor has not been used for more than 2000 hours, whichever comes first.
5	Warranty periods for 3 point mounted rotary cutters and finishing mowers sold for commercial use are limited to ninety (90) day from delivery date to the first retail purchaser, renter, or lessee, replacement cost only.
6	Gearbox warranty on rotary cutters extends for five (5) years pro-rated parts only.
7	Flex wing finishing mowers are warranted for thirty-six (36) months.
8	High wear items are disc blades, light kits, points, sweeps, standards and supports, coulter mounts, coulter hub assemblies, reels, NH3 knives, harrow teeth and tines, stubble treaders, and wheel spokes.
9	For planters - structural components (backbones, rock shafts, and main frames) carry an additional twelve (12) months from original purchase.
10	To original purchaser only, 3700 Series spreaders - the galvanized sides shall not rust through for a period of ten (10) years from delivery date when such spreaders are subjected to normal operations. The FRP floor and end gate material of said spreaders are warranted to not rot through for a period of ten (10) years from delivery date. The gear box, conveyor chains, and conveyor bars shall remain useable for a period of two (2) years from delivery date.
11	Base engine arrangement components are only warranted if installed by AGCO and not the manufacturer.
12	Within 6 months from the date of initial sale of over-the-counter service parts, AGCO will pay reasonable, related replacement labor expenses only if both the original defective part and the replacement part are installed by an authorized AGCO dealer. Certain service parts that are supplied to AGCO by third party vendors may carry different warranty terms and conditions that are administered directly by the vendor. For details, see your Dealer.
13	In addition to standard warranty, the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine, transmission, drive axle casting, and/or components enclosed within these castings for an additional (36) month period provided the tractor has not been used for more than 2000 hours, whichever comes first.
14	For new MT700 and MT800 series track tractors retailed on or after 5/1/2014 the reaction arm E-bearing housing and Duo-cone seal group is warranted for an additional (36) month period provided the tractor has not been used for more than 5000 hours, whichever comes first.
15	Rotary Disc Heads include a parts only 3 year (36 months)"RazorGuard" cutterbar warranty covering: cutterbar module casting, idler bearing & idler gears, gear spindles & assembly, spindle bearings, and seals.

NOTE: Implements or attachments sold as a package may carry a different warranty than the primary unit.



EMISSIONS WARRANTY

Designated units have emissions warranty on specific components; refer to your Operators Manual for details.

EQUIPMENT RENTAL / DEMONSTRATOR

Equipment used as rentals or demonstrators will receive a reduced warranty term based on accumulated hours at the time of retail.

EXCEPTIONS FROM THIS WARRANTY

- **Audio Components** - The audio systems originally installed on your new equipment are warranted by their respective manufacturers and not by AGCO.
- **Alternators** - Alternators must be repaired by an authorized repair station, if repair can be obtained locally. When repair service cannot be obtained locally, components obtained from the AGCO Parts Division must be installed and warranty submitted to AGCO Warranty Department for reimbursement.
- **Freight Charges** - This warranty does not cover freight charges.
- **Improvements, Changes, or Discontinuance** - AGCO reserves the right to make changes and improvements in design or changes in specifications at any time to any product without incurring any obligations to owners of products previously sold.
- **Original Equipment Battery Warranty**
  - Model year 2011 and prior track tractors, scraper tractors, and articulated tractors: All warrantable battery failures are covered by and processed in compliance with Caterpillar battery warranty. The Caterpillar Dealer provides warranty service by pro-rata warranty adjustment based on the Caterpillar battery. AGCO does not provide warranty coverage for these batteries.
  - Model year 2012 and later track tractors, scraper tractors, articulated tractors and all other equipment: Notwithstanding any other provision hereof, equipment batteries are warranted by an authorized AGCO dealer for full replacement for the first three (3) months or as required by State and/or Provincial law, and on a fully pro-rated replacement cost basis from date of delivery but not to exceed twenty-four (24) months total.
- **Replacement Batteries**
  - Replacement batteries are warranted, through your authorized AGCO dealer for full replacement for the first three (3) months or as required by State and/or Provincial law, and on a fully pro-rated replacement cost basis from date of delivery but not to exceed twenty-four (24) months total.
- **Repairs and Maintenance Not Covered Under Warranty** - This warranty does not cover conditions resulting from misuse, natural calamities, use of non-AGCO parts, negligence, alteration, accident, use of unapproved attachments, usage which is contrary to the intended purposes, or conditions caused by failure to perform required maintenance. Replacement of Wear or Maintenance items (unless defective) such as but not limited to, filters, wiper blades, fuses, brake linings, clutch friction disc, coolants, hoses, belts, lubricants, refrigerant, light bulbs, window glass, injections nozzles, wheel alignment, brake and clutch adjustment, tightening of nuts, bolts, and fittings, service tune-up, headlight alignment, computer parameter adjustments and general adjustments which may from time to time be required are not covered.
- **Rubber Tire Warranty** - Rubber tires are warranted directly by the respective manufacturer only and not by AGCO.
- **Rubber Track Warranty** - The warranty period is twenty-four (24) months for All Track Tractors, or forty-eight (48) months for exclusively used Agricultural Application Tractors starting from the date of delivery to the first user. This pro-rated track warranty covers defects in material and/or workmanship with allowance calculated as to the percent of grouser wear height at failure. Beyond the AGCO Base Warranty Period (24 months or 2000 hours, whichever comes first), labor and related charges to replace a track covered by this pro-rated warranty will remain the customer's responsibility.
- **Satellite Outages** - Interruptions in satellite interfaces and satellite communications are outside the control of this product and are not covered by this warranty. The company is not responsible for issues or degradation of system performance resulting from such interruptions in satellite interfaces and satellite communications where the issues are not related to defects in this product.

OWNER'S OBLIGATION

It is the responsibility of the Owner to transport the equipment or parts to the service shop of an authorized AGCO Dealer or alternatively to reimburse the Dealer for any travel or transportation expense involved in fulfilling this warranty. This Warranty does NOT cover rental of replacement equipment during the repair period, damage to products which have been declared a total loss and subsequently salvaged, overtime labor charges, freight charges for replacement parts, or special handling requirements (such as, but not limited to, the use of cranes).

EXCLUSIVE EFFECT OF WARRANTY AND LIMITATION OF LIABILITY

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE OR OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED. The remedies of the Owner set forth herein are exclusive. The Company neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with the sale of covered machines. Correction of defects, in the manner and for applicable period of time provided above, shall constitute fulfillment of all responsibilities of AGCO to the Owner, and AGCO shall not be liable for negligence under contract or in any manner with respect to such machines. IN NO EVENT SHALL THE OWNER BE ENTITLED TO RECOVER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO, LOSS OF CROPS, LOSS OF PROFITS OR REVENUE, OTHER COMMERCIAL LOSSES, INCONVENIENCE OR COST OF RENTAL OR REPLACEMENT EQUIPMENT.

Some States or Provinces do not permit limitations or exclusions of implied warranties or incidental or consequential damages, so the limitations or exclusions in this warranty may not apply.

"AGCO" AS REFERRED TO HEREIN WITH RESPECT TO SALES IN:

CANADA:
AGCO Canada, LTD.
Box 4706, 515 Dewdeney Avenue
Regina, Saskatchewan S4P 3Y3

UNITED STATES:
AGCO Corporation
4205 River Green Parkway
Duluth, Georgia 30096-2568

New Equipment Warranty - Equipment is eligible for warranty service only if it qualifies under the provisions of the New Equipment Warranty. The selling dealer will deliver the Warranty to the original retail purchaser at the time of sale, and the dealer will register the sale and Warranty with AGCO.

Subsequent Owners - This Warranty covers the first retail purchaser and all subsequent owners of the equipment during the specified warranty period. Should the AGCO Dealer sell this equipment to a subsequent owner, the Dealer must deliver the warranty document to the subsequent owner so the subsequent owner can register ownership with AGCO and obtain the remaining warranty benefits, if available, with no intermission in the Warranty Period. Subsequent Owner Procedure will apply. It is the responsibility of the subsequent owner to transport the equipment to the service shop of an authorized AGCO Dealer or alternatively to reimburse the Dealer for any travel or transportation expense involved in fulfilling this warranty. This Warranty does NOT cover charges for rental or replacement equipment during the repair period, products which have been declared a total loss and subsequently salvaged, overtime labor charges, freight charges for replacement parts, or units sold at auction.

Warranty Service - To be covered by Warranty, service must be performed by an authorized AGCO Dealer. It is recommended that you obtain warranty service from the Dealer who sold you the equipment because of that Dealer's continued interest in you as a valued customer. In the event this is not possible, warranty service may be performed by any other authorized AGCO Dealer in the United States, Canada, or Mexico. It is the responsibility of the Owner to transport the equipment to the service shop of an authorized AGCO Dealer or alternatively to reimburse the Dealer for any travel or transportation expense involved in fulfilling this warranty.

Maintenance Service - The Owner's Manual furnished to you with the equipment at the time of delivery contains important maintenance and service information. You must read the manual carefully and follow all the maintenance and service recommendations. Doing so will result in greater satisfaction with your equipment and help avoid service and warranty problems. Please remember that failures due to improper maintenance of your equipment are not covered by warranty.

Maintenance Inspections - To insure the continued best performance from your agricultural equipment, we recommend that you arrange to make your equipment available to your AGCO Dealer for a maintenance inspection 30 days prior to warranty expiration.

Extended Service Coverage is available for purchase. See your Dealer for details.

4/29/2019 Purchased MF Tractor/Bush Hog from Nance Tractor and delivered to home by Andy.

10/9/2019 Tractor broke down. Picked up for Error Code and was told it needed and update.

1/1/2020 Tractor Returned and did not use until after Winter.

3/1/2020 Moved into house on Peach Rd. Starting cutting grass with tractor around April 2020.

7/20/2020 Tractor broke down. Picked up for same Error Code.

9/7/2020 Called Nance Tractor for update and was told mechanic broke plate and windshield and waiting on parts. Also short a Mechanic and behind in work.

9/7/2020 Spoke to Michael Nance about how long it was taking to fix the tractor and he said he did not want the our tractor in his shop as he wasn't making money with it taking up space and that he was upset that he had to pay for windshield out of pocket. No update.

9/22/2020 Tractor Returned. Mechanic had to remove engine to evaluate and broke windshield
Tractor was returned with parts not plugged in, glass all in engine, hoses not seated.
Lights not connect, bolts missing, transmission plug not tight, no oil, lights not, oil all over engine, joystick loader loose, fenders not seated, windshield glue a mess and not secure.
Rec'd invoice and $6997.80 worth of work done to tractgor for Error Code.

9/29/2020 Sent email with pictures to Michael Nance of how tractor was returned. No Response.

10/1/2020 Called Michael Nance twice and left messages - No response at 7:21 PM was not in office.

10/3/2020 Sent a guy (not a Mechanic) to Property to fix the issues from 9/22/2020

10/4/2020 Sent email to Michael Nance with update on guy he sent to fix 9/22/2020 issues as there were still things not done. No Reponse.

10/6/2020 Called Michael Nance twice and left messages - No response at 7:21 PM

10/6/2020 Sent email to Michael Nance to let him know that the 4 Wheel Drive not Working.

10/7/2020 Email from Michael Nance stating sending loaner. Will pick up tractor Monday 12th

10/12/2020 Tractor Picked Up for 4 Wheel Drive not Working,Buzzing Sound, Popping Noise
Struggling with implements, Hydraulic Oil fluctuating.

10/14/2020 No Loaner has been sent from Nance Tractor.

10/14/2020 Spoke to Brittney in Nance Office and said 4 Wheel drive shaft not connected and she will send loaner if not returned in few days.

10/16/2020 Tractor returned and still making squealing noise.

10/20/2020 Sent email to Michael Nance about squealing noise and he said sound was normal. Refused any other solution and had to contact Agco to get help with tractor. Agco rep (not Jacob) David? came out and said tractor was never updated. He updated and calibrated the tractor. Rep said noise was not normal and needed to go back to shop and could be Hydraulic Pump.

10/23/2020 Sent email to Michael Nance with update. No Response.

10/30/2020 Called and spoke to Brittney at Nance and she had tractor picked up and sent a Loaner soon after.

1/4/2021 Sent email for update on tractor. No Response.

1/5/2021 Sent another email asking for update. Email from Jacob/Agco was on Vacation.

1/8/2021 Rec'd email from Jacob/Agco stating tractor was reviewed and will be returned next couple of days.

1/10/2021 Tractor Returned. Was told it was reviewed by Agco Tech and was fixed.

1/14/2021 Sent email to Jacob/Agco asking for a invoice for work done on tractor. Explained can't use tractor until spring. Asked for a better warranty and was told no.

4/21/2021 Tractor Broke Down - Stopped while watering trees, Error Code. significate amount of oil leaking upper part of tractor. Asked for Refund of Tractor and no response.

4/22/2021 Called Jacob Willis/Agco - No Answer (Sent Email to Jacob Willis and Michael Nance) - No response from Michael Nance.

4/22/2021 Jacob Willis called after sending another email and said he would have tractor picked up and get me a loaner.

4/26/2021 Tractor has not been picked up and No Loaner has been Brought

4/26/2021 Met with Creighton Coleman Attorney

4/27/2021 Tractor has not been picked up and No Loaner has been brought.

MAINTENANCE WORK ORDER

NANCE TRACTOR & IMPLEMENT

450 Church St.

McConnells, SC 29726

(803) 684-5161

CLIENT NAME	ESWIN AGUILAR	ORDER DATE	ORDER NUMBER
CLIENT PHONE	(803) 238-9063	11/5/2019	WM03665
WORK LOCATION	SHOP LOCATION		

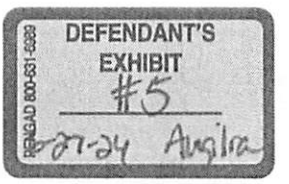
SERVICE TYPE	Warranty, No Charge
WORK DESCRIPTION	Replaced broken gear in transmission housing.
ADDITIONAL NOTES	Service is covered under Powertrain Warranty

LABOR DESCRIPTION	AMOUNT
REPLACED BROKEN GEAR IN TRANSMISSION	N/C
LABOR TOTAL	N/C

MATERIAL DESCRIPTION	QUANTITY	AMOUNT
1440477X1 – RETAINING RING	1	N/C
3011516X1 – BALL BEARING	1	N/C
3011690X1 – OIL SEAL	1	N/C
3014218X1 – HEX HEAD BOLT	5	N/C
4302670M1 – COUNTERSUNK SCREW	12	N/C
4309604M2 – GEAR-Z = 75	2	N/C
1442085X1 – BALL	3	N/C
3009853X1 – TAPER BEARING	1	N/C
4309789M1 – SHAFT-L = 2	2	N/C
MATERIAL TOTAL		N/C

WORK ORDER COMPILED BY	BRITTANY HINSON

SUBTOTAL	N/C
TOTAL TAX	N/C
TOTAL	N/C



MAINTENANCE WORK ORDER

NANCE TRACTOR & IMPLEMENT

450 Church St.

McConnells, SC 29726

(803) 684-5161

CLIENT NAME	ESWIN AGUILAR	ORDER DATE	ORDER NUMBER
CLIENT PHONE	(803) 238-9063	9/28/2020	WM04279
WORK LOCATION	SHOP LOCATION		

SERVICE TYPE	Warranty, No Charge
WORK DESCRIPTION	Replaced broken shaft in transmission, software update, replaced fuel gauge
ADDITIONAL NOTES	Service is covered under Powertrain Warranty

LABOR DESCRIPTION	AMOUNT
REPLACED BROKEN PARTS IN TRANSMISSION, UPDATE, GAUGE	N/C
LABOR TOTAL	N/C

MATERIAL DESCRIPTION	QUANTITY	AMOUNT
3016383X91 – TAPER BEARING	1	N/C
4306180M1 – SEGMENT	2	N/C
ACP0039340 – COMPOUND-GA	3	N/C
4309605M1 – GEAR	1	N/C
4309229M1 – FILTER ELEMENT	1	N/C
79037109 – OIL	60	N/C
4358760M91 – SYNCH	1	N/C
4387039M1 – FUEL GAUGE	1	N/C
4361934M1 – GEAR-Z = 75	1	N/C
4310774M1 – LOCKING SPRING	3	N/C
366434X1 – ORING	1	N/C
4358744M1 – SHAFT	1	N/C
MATERIAL TOTAL		N/C

WORK ORDER COMPILED BY	BRITTANY HINSON

SUBTOTAL	N/C
TOTAL TAX	N/C
TOTAL	N/C

MAINTENANCE WORK ORDER

NANCE TRACTOR & IMPLEMENT

450 Church St.

McConnells, SC 29726

(803) 684-5161

CLIENT NAME	ESWIN AGUILAR	ORDER DATE	ORDER NUMBER
CLIENT PHONE	(803) 238-9063	10/15/2020	WM04561
WORK LOCATION	SHOP LOCATION		

SERVICE TYPE	Warranty, No Charge
WORK DESCRIPTION	Fixed 4WD issue and replaced bleeder screw
ADDITIONAL NOTES	Service is covered under Powertrain Warranty

LABOR DESCRIPTION	AMOUNT
FIXED 4WD ISSUE, REPLACED BLEED SCREW	N/C
LABOR TOTAL	N/C

MATERIAL DESCRIPTION	QUANTITY	AMOUNT
V837079627 – BLEED SCREW	1	N/C
V837079628 – ORING	1	N/C
ACW0336560 – SLEEVE	1	N/C
3796350M1 – SEGMENT	1	N/C
HAULING IN/OUT	1	N/C
MATERIAL TOTAL		N/C

WORK ORDER COMPILED BY	BRITTANY HINSON

SUBTOTAL	N/C
TOTAL TAX	N/C
TOTAL	N/C

MAINTENANCE WORK ORDER

NANCE TRACTOR & IMPLEMENT

450 Church St.

McConnells, SC 29726

(803) 684-5161

CLIENT NAME	ESWIN AGUILAR	ORDER DATE	ORDER NUMBER
CLIENT PHONE	(803) 238-9063	1/8/2021	WM04649
WORK LOCATION	MET AT CUSTOMER LOCATION, FIXED AT SHOP LOCATION		

SERVICE TYPE	Warranty, No Charge
WORK DESCRIPTION	Replaced hydraulic pump, flushed hydraulic system
ADDITIONAL NOTES	Service is covered under Powertrain Warranty

LABOR DESCRIPTION	AMOUNT
REPLACED HYDRAULIC PUMP, FLUSHED HYD SYSTEM	N/C
LABOR TOTAL	N/C

MATERIAL DESCRIPTION	QUANTITY	AMOUNT
339322X1 – EXTERNAL RETAINING RING	1	N/C
339437X1 – INTERNAL RETAINING RING	1	N/C
339481X1 – ROLLER BEARNING	1	N/C
4360266M2 – HYDRAULIC PUMP-2	1	N/C
4309646M1 – STRAINER	1	N/C
4310438M2 – INDUCTIVE SENSOR	1	N/C
FREIGHT CHARGES	1	N/C
MATERIAL TOTAL		N/C

WORK ORDER COMPILED BY	BRITTANY HINSON

SUBTOTAL	N/C
TOTAL TAX	N/C
TOTAL	N/C

MASSEY FERGUSON

450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

SOLD TO
AGUI01 AGUILAR-PINEDA
2868 EAST PEACH RD.
RIDGEWAY, SC 29130

SHIP TO

MF MF4707 SN: MC040EJ5236016 HR 0 W:99
Sold By: TM PO #: 4707 TRANSMISSIO Date 1/14/21 WORK ORDER WM04649
Ship By: Tax #: 15:49:36 PRT: 5 Open

Tax	D	Qty	Description	Price	Amount

STEERING WHINE

REMOVED HOOD TO GET TO POWER STEARING. REMOVED HYDRAULIC HOSES FROM POWER STEARING BLOWED LINES OUT AND REINSTALLED THEM. JACKED MAACHINE UP AND REMOVED REAR TIRE TO GET TO HYDRAULIC PUMP. REMOVED ALL LINES GOING TO PUMP. REMOVED FILTER HOUSING. REMOVED PUMP BOLTS AND PUMP HOUSING. REMOVED PUMP FROM HOUSING. REMOVED GEAR FROM PUMP. INSTALLED GEAR ON NEW PUMP.

OULLED MACHINE IN SHOP. REMOVED ALL HYDRAULIC LINES FROM CYLINDERS ON FRONT END LOADER AND BLOWED OUT WITH AIR HOSE INSTALLED LINES BACK ON CYLINDERS. REMOVER LINES FROM STEARING VAULVE AND CYLINDER BLOW OUT WITH AND AND REINSTALLED THEM. REMOVED LINES FROM HYDRAULIC PUMP AND REAR LIFT VAULE AND BLOWED THEM OUT. REMOVED REAR VAULE AND TOOK APART BLOWING IT OUT AND PUT BACK TOGETHER. REMOVED HYDRAULIC PUMP HOUSING TO CHANGE PUMP OUT. CLEANED HYDRAULIC FLUID STRAINER AND REINSTALLED. INSTALLED NEW HYDRAULIC FILTER. FILLED WITH NEW HYDRAULIC OIL. RUN TRACTOR AND RECHECKED FLUID. BLEAD THE REAR BRAKES. RUN TRACTOR TO GET UP TO TEMP AND LISTENED TO PUMP STILL HAS ALITTLE NOISE TO IT SO I STARTED ANOTHER 4710 TRACTOR AND RUN IT TO SEE HOW IT SOUNDED AND IT SOUNDED THE SAME TO ME SO I HAD MICHEAL CHECK IT WITH ME AND HE FELT IT WAS OK BUT TO HAVE DAVE COME CHECK IT OUT TOO. PARKED TRACTOR BESIDE THE SHOP.

REMOVED HOOD TO GET TO POWER STEARING. REMOVED HYDRAULIC HOSES FROM POWER STEARING BLOWED LINES OUT AND REINSTALLED THEM. JACKED MAACHINE UP AND REMOVED REAR TIRE TO GET TO HYDRAULIC PUMP. REMOVED ALL LINES GOING TO PUMP. REMOVED FILTER HOUSING. REMOVED PUMP BOLTS AND PUMP HOUSING. REMOVED PUMP FROM HOUSING. REMOVED GEAR FROM PUMP. INSTALLED GEAR ON NEW PUMP.

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-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

Page 1 Continued on next page

PAY THIS AMOUNT

MASSEY FERGUSON

450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

SOLD TO
AGUI01 AGUILAR-PINEDA
2868 EAST PEACH RD.
RIDGEWAY, SC 29130

SHIP TO

MF MF4707 SN: MC040EJ5236016 HR .0 W:99
Sold By: TM PO #: 4707 TRANSMISSIO Date 1/14/21 WORK ORDER WM04649
Ship By: Tax #: 15:49:36 PRT: 5 Open

Tax	D	Qty	Description		Price	Amount
			REMOVED HOOD TO GET TO POWER STEARING. REMOVED HYDRAULIC HOSES FROM POWER STEARING BLOWED LINES OUT AND REINSTALLED THEM. JACKED MAACHINE UP AND REMOVED REAR TIRE TO GET TO HYDRAULIC PUMP. REMOVED ALL LINES GOING TO PUMP. REMOVED FILTER HOUSING. REMOVED PUMP BOLTS AND PUMP HOUSING. REMOVED PUMP FROM HOUSING. GEAR FROM PUMP. INSTALLED GEAR ON NEW PUMP.			
			PARTS COUNTER			
		00000 1	AGC 4314932M1	COVER GASKE	154.56	154.56
			CUSTOMER LABOR			
				** TOTAL CUSTOMER LABOR		2783.75
			PARTS COUNTER			
		00000 1	AGC 4309646M1	STRAINER E7F	77.17	77.17
			PARTS COUNTER			
		00000 1	AGC 4309229M1	FILTER ELEM F6L5/F5A	82.32	82.32
		00000 1	AGC 4360266M2	HYDRAULIC P	738.35	738.35
		00000 1	AGC 4314932M1	COVER GASKE	154.56	154.56
				** TOTAL PARTS COUNTER		975.23
			FREIGHT PARTS			
		00000	SHIPPING			18.71

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

** SUBTOTAL 4009.42

X_____ Charge Sale

Phone: (803)238-9063
Page 2 Last Page

PAY THIS AMOUNT $4009.42

STUDEMEYER LAW FIRM

7478 Carlisle Street | Post Office Box 1014
Irmo, South Carolina 29063
(803) 393-4399

J. Gregory Studemeyer
greg@studemeyerlawfirm.com

Ryan G. Studemeyer
ryan@studemeyerlawfirm.com

May 11, 2021

via email michael@nancetractor.com
and Confirmed by U.S. Mail

Mr. Michael A. Nance
Nance Tractor And Implement, Inc.
450 Church Street
McConnells, South Carolina 29726

Re: My Client: Eswin A. Aguilar

Dear Mr. Nance:

I represent Mr. Eswin A. Aguilar in connection with certain claims arising out of his purchase of a new Massey Ferguson MF4707 (Serial Number: MC040EJ5236016) on April 24, 2019. As you know, Mr. Aguilar has encountered significant difficulty with this tractor.

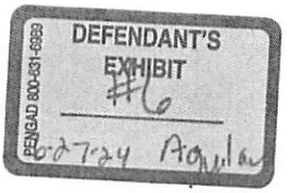
According to the Operator's Manual from Massey Ferguson provided with the tractor, purchasers of new Massey Ferguson equipment must request full details of the exact terms and conditions of warranty from their supplying dealer. Therefore, on behalf of Mr. Aguilar, I am requesting this information from you. Also, please provide a copy of the purchase agreement and bill of sale between your company and Mr. Aguilar along with copies of all repair orders and/or invoices for repairs that have been performed under warranty.

Thank you in advance for your assistance and cooperation.

Sincerely,

J. Gregory Studemeyer

cc: Mr. Eswin A. Aguilar (via email and U.S. Mail)
Mrs. Carol A. Aguilar (via email and U.S. Mail)



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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK)	CASE NO.: 2021-CP-46-
Eswin Aguilar,)	
)	
Plaintiff,)	
)	**SUMMONS**
v.)	(breach of warranty; violation of SCUTPA)
)	
Nance Tractor and Implement, Inc.,)	JURY TRIAL DEMANDED
AGCO Corp., and AGCO Finance, LLC,)	
)	
Defendants.)	
)	

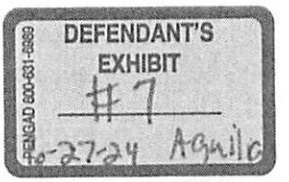
TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office located at 7478 Carlisle Street, Post Office Box 1014, Irmo, South Carolina 29063, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

STUDEMEYER LAW FIRM, P.C.

By: s/J. Gregory Studemeyer
J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
Attorney for the Plaintiff

Irmo, South Carolina
June 8, 2021



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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	CASE NO.: 2021-CP-46-
Eswin Aguilar,	)	
Plaintiff,	)	
v.	)	**COMPLAINT**
Nance Tractor and Implement, Inc., AGCO Corp., and AGCO Finance, LLC,	)	
Defendants.	)	

The Plaintiff above named, complaining of the Defendants herein, would respectfully show unto the Court:

PARTIES

1. The Plaintiff is a resident of the County of Fairfield, State of South Carolina.

2. Defendant, Nance Tractor and Implement, Inc. (hereafter referred to as "Nance"), is a domestic corporation with its principal place of business in the County of York, State of South Carolina.

3. Upon information and belief, Defendant, AGCO Corporation (hereafter referred to as "AGCO"), is a corporation organized and existing under the laws of the State of Delaware that is authorized to do business in the State of South Carolina.

4. Upon information and belief, Defendant, AGCO Finance, LLC (hereafter referred to as "AGCO Finance"), is a limited liability company transacting business in South Carolina without authority to do so.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the parties and the subject matter of this action.

6. Venue is proper in York County pursuant to S.C. Code Ann. §15-7-

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30(E)(1), §15-7-30(E)(2), §15-7-30(F)(1) and §15-7-30(G)(1) since Nance has its principal place of business in York County and since the most substantial part of the alleged act or omission giving rise to these causes of action occurred in York County.

BACKGROUND

7. Nance is engaged in the business of advertising, offering for sale, and repairing farming equipment.

8. AGCO is engaged in business of manufacturing and distributing farming equipment.

9. AGCO Finance is engaged in the business of financing farming equipment.

10. In early 2019, the Plaintiff began to explore the purchase of a new tractor for the purposes of maintaining his property and cultivating a tree farm in Ridgeway, South Carolina.

11. The Plaintiff visited John Deere and Kubota dealerships to examine tractors prior to visiting Nance's dealership in McConnells, South Carolina to view Massey Ferguson tractors.

12. The Plaintiff visited Nance's website to research Massey Ferguson Tractors.

13. Nance holds itself out as one of the "top dealers" of Massey Ferguson tractors and states that it has a "reputation for honesty and integrity." (See www.nancetractor.com last visited June 4, 2021).

14. While viewing tractors on Nance's website, the Plaintiff spoke on the phone with one of Nance's salesmen, Andy Miller ("Miller").

15. The Plaintiff informed Miller of his intention to use the tractor to maintain his property and cultivate a tree farm.

16. The Plaintiff specifically expressed that any suitable tractor would have to be capable of mowing his 42-acre tract, towing a multi-thousand gallon waterer, and pulling a tiller,

among other tasks.

17. Based upon the requirements the Plaintiff articulated, Miller directed the Plaintiff to a Massey Ferguson MF4707 (hereafter referred to as "the Tractor").

18. The Plaintiff was told that the Tractor was a brand new 2019 model.

19. Based on a subsequent in-person viewing of the Tractor and Miller's representations of its ability, the Plaintiff entered into an agreement for the purchase of the Tractor and a Bush Master MD144 batwing brush cutter (hereafter referred to as "the Brush Cutter").

20. The transactions for the Tractor and the Brush Cutter were entered into separately.

21. Nance agreed to sell the Brush Cutter to the Plaintiff for $10,000.00, and the Plaintiff paid for the Brush Cutter in full on April 26, 2019.

22. Nance agreed to sell the Tractor to the Plaintiff for $51,200.00, and the Plaintiff entered into Retail Installment Contract and Security Agreement (hereafter referred to as "the Contract") on April 24, 2019, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

23. The Contract is a boilerplate adhesion document drafted in 2015 and used by AGCO in multiple states.

24. The Contract required a signature from a purchaser only on its first page.

25. Included in fine print is a note that machinery described as "new" is not guaranteed to have been manufactured in the current year.

26. Buried in miniscule print on the second page of the Contract is a purported disclaimer of express and implied warranties.

27. The purported disclaimer is neither conspicuous nor set apart from the larger body

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of text on the second page of the Contract.

28. The Contract additionally purported to bar the recovery of consequential damages.

29. The text addressing consequential damages was neither conspicuous nor set apart from the larger body of text on the second page of the Contract.

30. The Contract additionally included a $175.00 administration fee.

31. The Contract did not state a legitimate purpose for this fee, but merely noted that "all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee."

32. The assignee of the Contract was AGCO Finance.

33. The Contract provided that the Plaintiff could prepay in whole or in part at any time without penalty.

34. The Plaintiff paid $1,586.16 on May 6, 2019, $40,000.000 on May 14, 2019, and $11,561.11 on June 6, 2019, to pay off the balance of the retail installment contract.

35. On or about April 29, 2019, the Tractor was delivered to the Plaintiff's property in Ridgeway, South Carolina by Miller.

36. Almost immediately after delivery, the Plaintiff began to experience problems with the Tractor.

37. One of the Tractor's tires was discovered to be damaged shortly after delivery, and a replacement was not provided by AGCO until July of 2019.

38. On or about October 9, 2019, the Tractor broke down for the first time and an error code appeared on the screen.

39. The Plaintiff contacted Nance and informed it of the breakdown.

40. The Tractor was picked up from the Plaintiff's property in Ridgeway and taken to

Nance's dealership in McConnells.

39. The Plaintiff was required to pay to have the Tractor towed to Nance's dealership.

40. The Plaintiff paid $399.00 for the tractor to be towed.

41 The Plaintiff was told that the Tractor needed a software update as part of its repair.

42. A Maintenance Work Order dated November 5, 2019 states that Nance "replaced [a] broken gear in [the] transmission housing."

43. There is no record of a software update being performed.

44. The repairs were covered by a powertrain warranty.

45. Despite the relative simplicity of the stated repairs, the Tractor was not returned to the Plaintiff until January 2020.

46. By the time the Tractor was returned in January 2020, the Plaintiff had been deprived of use of the Tractor for approximately three months.

47. Because of the seasonal nature of the Plaintiff's operation, the Plaintiff was unable to fully test out the repairs on the Tractor until April of 2020.

48. Beginning in April of 2020, the Plaintiff resumed regular use of the Tractor and began cutting the grass on his 42-acre tract with the Tractor.

49. On July 20, 2020, the Tractor broke down for a second time and displayed the same error code on its screen.

50. The Tractor was picked up from the Plaintiff's property in Ridgeway and taken to Nance's dealership in McConnells.

51. The Plaintiff was again required to pay to have the Tractor towed to Nance.

52. The Plaintiff paid $200.00 to have the Tractor towed.

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53. On September 7, 2020, after six weeks without an update, the Plaintiff contacted Nance to ask about the status of repairs.

54. Nance's representative informed the Plaintiff that in addition to the repairs set forth above, the Tractor required additional repairs after a mechanic inadvertently broke both a plate and the windshield on the tractor and that Nance was waiting on replacement parts.

55. A Maintenance Work Order dated September 28, 2020 states that Nance replaced a broken shaft in the transmission, replaced a fuel gauge, and provided a software update.

56. The Maintenance Work Order makes no mention of a plate or windshield replacement.

57. On September 22, 2020, the Tractor was returned to the Plaintiff.

58. By the time the Tractor was returned in September 2020, the Plaintiff had been deprived of the use of the Tractor for approximately two additional months.

59. The Tractor was returned in an abject state; amongst other things, glass shards still covered the engine, hoses were unseated, lights were not connected, bolts were missing, the transmission plug was loose, the replaced windshield was not well secured, and despite the Maintenance Work Order noting that the Tractor's oil had been replaced, the engine dipstick indicated that no oil was present.

60. Oil was, however, visible all over the side and bottom of the Tractor.

61. Between July 20, 2020, and September 22, 2020, the Plaintiff had to pay to have his 42-acre tract mowed on four separate occasions.

62. Following the Plaintiff's complaints about the state in which the Tractor was returned to him, Nance sent a worker to the Plaintiff's property in Ridgeway on October 3, 2020, to address his complaints.

63. The worker was unable to remedy all of the problems with which the Tractor was returned.

64. The Plaintiff emailed Nance with a list of the problems remaining with the Tractor but did not receive a response.

65. On October 6, 2020, the Plaintiff discovered that the four-wheel drive function on the Tractor was no longer working and emailed Nance.

66. In addition, the Tractor was making "buzzing," "squealing," and "popping" noises.

67. On October 7, 2020, Michael Nance, the owner of Nance, agreed to pick up the Tractor and provide a loaner tractor to the Plaintiff for the duration of the repair period.

68. The Tractor was picked up by Nance on October 12, 2020, but no loaner tractor was provided in its place.

69. A Maintenance Work Order dated October 15, 2020 states that Nance "[f]ixed 4WD issue and replaced [the] bleeder screw."

70. On October 16, 2020, the Tractor was returned to the Plaintiff.

71. By the time the Tractor was returned in October 2020, the Plaintiff had been deprived of use of the Tractor for approximately one additional week.

72. The "squealing" sound was still present when the Plaintiff attempted to operate the Tractor.

73. The Plaintiff contacted Michael Nance again, but Michael Nance opined that the sound was normal and recommended that the Plaintiff contact AGCO directly.

74. The Plaintiff proceeded to contact AGCO and to request an inspection.

75. On or about October 20, 2020, AGCO sent a representative to the Plaintiff's

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property to inspect the Tractor.

76. The AGCO representative informed the Plaintiff that despite Nance's representations, the Tractor's software had never been updated.

77. The AGCO representative proceeded to update the software and calibrate the tractor.

78. Upon hearing the noise the Plaintiff complained of, the AGCO representative stated that it was not a normal noise and recommended the Tractor undergo further repairs.

79. After unsuccessful attempts to reach Michael Nance, the Plaintiff made contact with another Nance representative and the Tractor was picked up on or around October 30, 2020.

80. A loaner tractor was provided by Nance.

81. On January 4, 2021, the Plaintiff emailed Nance and Jacob Willis, an AGCO representative, requesting an update.

82. The Plaintiff noted in the email that two months had passed without an update.

83. Due to the multitude of problems with the Tractor and the months for which he had been deprived of the use of the Tractor, the Plaintiff requested an additional warranty in writing.

84. A Maintenance Work Order dated January 8, 2021 states that Nance "replaced the hydraulic pump [and] flushed the hydraulic system."

85. The same day, Jacob Willis emailed the Plaintiff to tell him that the Tractor was being reviewed and would be returned shortly.

86. On January 10, 2021, the Tractor was returned to the Plaintiff, and the Plaintiff was informed that the Tractor had been reviewed by an AGCO technician.

87. By the time the Tractor was returned to the Plaintiff in January 2020, the Plaintiff

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had been deprived of the use of the Tractor for approximately two and a half additional months.

88. On January 14, 2021, the Plaintiff again requested an extended warranty from AGCO and warned that in the event that the Tractor experienced further mechanical issues, he would need the Tractor to be replaced.

89. Jacob Willis with AGCO responded that "The base warranty remains the same date it was when you purchased the tractor. There is no changing that. The extended warranty will run for 1 year longer than the standard warranty."

90. On April 21, 2021, the Tractor broke down again, displaying the same error code on the screen as before and leaking oil.

91. The Plaintiff requested a refund to purchase another tractor and revoked acceptance of the Tractor.

92. On April 22, 2021, Jacob Willis responded by stating that the Tractor would be picked up and a loaner provided.

93. The Tractor was picked up again on April 28, 2021.

94. It has not been returned, nor has a loaner tractor been provided in its place.

95. Since the latest breakdown of the Tractor, approximately 50% of the trees the Plaintiff planted on his tree farm have died due to lack of water.

96. To preserve his remaining trees, the Plaintiff has been forced to procure a new tractor at his own expense.

97. As of the date of filing, the Plaintiff has been deprived of the Tractor for a total of approximately eight months.

98. Despite the Defendants' taking possession of the Tractor on five separate occasions to attempt to repair it, they have failed to remedy the problems the Plaintiff has

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experienced and the Tractor has never worked for an extended period of time.

FOR A FIRST CAUSE OF ACTION AS TO DEFENDANT NANCE
(Revocation of Acceptance)

99. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

100. The Plaintiff revoked his acceptance of the Tractor upon discovery of a nonconformity which substantially impaired its value to him and which was impossible to discover prior to acceptance.

101. The Plaintiffs' revocation occurred within a reasonable time after the Plaintiff discovered the nonconformity and before any substantial change in the condition of the Tractor which was not caused by its own defects.

102. The Plaintiff notified Nance of his revocation and fulfilled his duty to maintain the Tractor in the intervening period.

103. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A SECOND CAUSE OF ACTION AS TO DEFENDANT NANCE
(Breach of implied warranty of merchantability)

104. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

105. Unless excluded or modified, a warranty that the goods shall be merchantable is implied in a contract for sale if the seller is a merchant with respect to goods of that kind.

106. Because the attempted disclaimer of warranty contained within the Contract was not conspicuous, it was ineffective.

107. Nance is a merchant with respect to goods of this kind.

108. The Tractor was not merchantable because it was not fit for the ordinary purposes

for which such goods are used.

109. The implied warranty was breached and the Plaintiff has given notice of the breach.

110. The Plaintiff has suffered damages as a direct and proximate result of the breach.

111. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A THIRD CAUSE OF ACTION AS TO DEFENDANT NANCE
(Breach of warranty of fitness for a particular purpose)

112. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

113. Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying on the seller's skill or judgment to select or furnish suitable goods, there is an implied warranty that the goods shall be fit for such a purpose.

114. The Plaintiff informed Nance's salesman of the particular purposes for which the Tractor would be used and relied on his judgment to select a suitable piece of machinery.

115. The implied warranty was breached and the Plaintiff has given notice of the breach.

116. The Plaintiff has suffered damages as a direct and proximate result of the breach.

117. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A FOURTH CAUSE OF ACTION AS TO DEFENDANT NANCE
(Breach of express warranty)

118. Each and every previous allegation is realleged herein in the same manner and to

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the same extent as if repeated.

119. Any affirmation of fact or promise made by the seller to the buyer, whether directly or indirectly, which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods conform to the affirmation or promise.

120. If an agreement creates an express warranty, words disclaiming it are inoperative.

121. The Plaintiff informed Nance's salesman of the tasks that a prospective tractor would need to perform, and in subsequently directing the Plaintiff to the Tractor and affirming that it was the proper machine for the jobs he described, Nance created an express warranty.

122. As set forth above, the express warranty was breached, resulting in damages to the Plaintiff.

123. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A FIFTH CAUSE OF ACTION AS TO DEFENDANT NANCE
(Negligent Repair)

124. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

125. When a mechanic undertakes to repair a vehicle, the mechanic impliedly assumes a duty to make the repairs in a skillful, careful, diligent, and workmanlike manner.

126. Upon the return of the Tractor to the Plaintiff on September 22, 2020, it was immediately apparent that the repairs had been done haphazardly.

127. Glass shards covered the engine, hoses were unseated and, instead, attached to the Tractor with zip ties, and a plethora of other obvious problems were present.

128. As a proximate result of Nance's negligence, the Plaintiff was damaged as set forth above.

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129. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A SIXTH CAUSE OF ACTION AS TO DEFENDANT NANCE
(Unfair Trade Practices Act Violation)

130. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

131. The Defendant engaged in unfair or deceptive acts in the conduct of trade or commerce.

132. The Defendant's unfair or deceptive acts affected the public interest.

133. The Defendant's acts have the potential for repetition.

134. Nance repeatedly misrepresented the work performed on the Tractor in its Maintenance Work Orders, both by claiming that repairs had been done when they had not been done and by omitting work that it had, in fact, done.

135. By repeatedly misrepresenting its work, Nance has deprived the Plaintiff of certain knowledge of the source of the Tractor's problems.

136. The Plaintiff relied upon Nance's misrepresentations as to the updated software and was damaged because of that reliance, incurring costs to have his property maintained by other parties while the Tractor was being repaired for a second time.

137. Nance's practice of charging an administration fee that is not authorized by statute and which bears no relationship to the costs of closing, and which Nance admits may be a pure means of creating additional profit, is unfair and creates a potential for repetition.

138. The Defendant's unfair trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

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139. The Plaintiff has suffered actual, ascertainable damages as a result of the Defendant's use of the unfair trade practices.

140. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to an award of treble damages along with a reasonable award of attorney's fees and costs.

FOR A FIRST CAUSE OF ACTION AS TO DEFENDANT AGCO
(Breach of express warranty)

141. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

142. Any affirmation of fact or promise made by the seller to the buyer, whether directly or indirectly, which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods conform to the affirmation or promise.

143. If an agreement creates an express warranty, words disclaiming it are inoperative.

144. AGCO warranted that the goods were "free from defects in material and workmanship" and warranted that its 4700 series of tractors were covered for "TWENTY-FOUR (24) MONTHS OR TWO THOUSAND (2000) HOURS WHICHEVER COMES FIRST."

145. Additionally, AGCO warranted that "the company will repair or replace, at its option, without charge for parts or labor, during normal working hours, any defective engine casting, transmission casting, drive axle casting, and/or components enclosed within these castings for an additional (12) month period provided that tractor has not been used for more than 2000 hours, whichever comes first."

146. In an email dated January 14, 2021, AGCO's representative stated that AGCO had provided an extended warranty for the Tractor.

147. By attempting to disclaim all other warranties, AGCO made its warranty the exclusive remedy available to the Plaintiff.

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148. When circumstances cause an exclusive remedy to fail of its essential purpose such that one or both parties are deprived of the substantial value of the bargain, the general remedy provisions of the Uniform Commercial Code must apply.

149. The Plaintiff has suffered damages due to AGCO's and Nance's inability to correct the Tractor's defects in a reasonable period of time.

150. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to judgment for actual, incidental, and consequential damages.

FOR A SECOND CAUSE OF ACTION AS TO DEFENDANT AGCO
(Unfair Trade Practices Act Violation)

151. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

152. The Defendant engaged in unfair or deceptive acts in the conduct of trade or commerce.

153. The Defendant's unfair or deceptive acts affected the public interest.

154. The Defendant's procedures demonstrate a potential for repetition.

155. AGCO's procedure of having purchasers of equipment incur the cost of having the equipment towed, even when the repairs are necessitated by defects in the equipment and repair by AGCO is the exclusive remedy available to purchasers, is unfair and has the potential for repetition.

156. The adhesion retail installment contract that AGCO provides to retailers in South Carolina has a tendency to deceive and mislead by attempting to disguise disclaimers of warranty in barely-legible font.

157. The Defendant's unfair trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

158. The Plaintiff has suffered actual, ascertainable damages as a result of the Defendants' use of the unfair trade practices.

159. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to an award of treble damages along with a reasonable award of attorney's fees and costs.

FOR A FIRST CAUSE OF ACTION AS TO DEFENDANT AGCO FINANCE, LLC
(Unfair Trade Practices Act Violation)

160. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

161. The Defendant engaged in unfair or deceptive acts in the conduct of trade or commerce.

162. The Defendant's unfair or deceptive acts affected the public interest.

163. The Defendant's acts have the potential for repetition.

164. AGCO Finance's practice of charging an administration fee that is not authorized by statute and which bears no relationship to the costs of closing, and which AGCO Finance admits may be a pure means of creating additional profit, is unfair and creates a potential for repetition.

165. The Defendant's unfair trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

166. The Plaintiff has suffered actual, ascertainable damages as a result of the Defendant's use of the unfair trade practices.

167. Based upon the foregoing, the Plaintiff is informed and believes that he is entitled to an award of treble damages along with a reasonable award of attorney's fees and costs.

WHEREFORE, the Plaintiff prays for actual damages, incidental damages, consequential damages, treble damages, a reasonable award of attorney's fees, the costs of this action, and for

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such other and further relief as the Court may deem just and proper.

STUDEMEYER LAW FIRM, P.C.

By: s/J. Gregory Studemeyer
J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
Attorney for the Plaintiff

Irmo, South Carolina

June 8, 2021

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RETAIL INSTALMENT CONTRACT AND SECURITY AGREEMENT (Agricultural and Commercial Use)

1-500465 Seng

AGCO Finance LLC ("Assignee") Commitment Number: 7044210

BUYER		SELLER	
CONTRACT NUMBER		DEALER CODE	009078.0100
NAME	GSWIN ARIEL AGUILAR-PINEDA	CONTRACT DATE	04/24/19
ADDRESS	238 RIMER POND RD	NAME	NANCE TRACTOR & IMPLEMENT INC
CITY & STATE	BLYTHEWOOD SC	CITY & STATE	MCCONNELLS SC
ZIP CODE	29016 TELEPHONE NO (803)238-9063	ZIP CODE	29726
EMAIL ADDRESS			

PAYMENT SCHEDULE – EQUAL INSTALMENTS:			IRREGULAR INSTALMENTS:	PAY INSTALMENTS TO:
Monthly - ☒	Quarterly - ☐	Semiannual - ☐	Annual - ☐	Irregular instalments are due as follows:	AGCO Finance LLC P.O. Box 9263 Des Moines, IA 50306-9263
Number of Payments	Amount of Each Payment		First Payment Date		
36	$ 1,566.16		06/01/19		

DESCRIPTION OF PURCHASED MACHINERY / COLLATERAL: Note: Machinery described below as "New" does not necessarily mean the Machinery was manufactured in the current year.

NEW/ USED	MAKE AND MODEL NUMBER	SERIAL NUMBER	DESCRIBE PROPERTY PURCHASED	CASH PRICE
N	MASSEY FERGUSON MF4707	MC040EJ5235018	TRACTOR/LOADER	51,200.00

DESCRIPTION OF TRADE-IN MACHINERY: Except as otherwise declared below, Buyer represents and warrants that trade-in property is free and clear of all security agreements, liens and encumbrances.

MAKE AND MODEL NUMBER	SERIAL NUMBER	TRADE-IN ALLOWANCE	LESS OWING	NET TRADE-IN

ANALYSIS OF SALE

Cash Price	1.	51,200.00
Sales Taxes	2.	.00
Total Cash Price (1+2)	3.	51,200.00
Cash Down Payment	4.	.00
Net Trade-In	5.	.00
Total Down Payment (4+5)	6.	.00
Unpaid Balance of Total Cash Price (3-6)	7.	51,200.00
Other Charges:		
a. Physical Damage Insurance	8.	1,548.29
b. Filing Fees	9.	8.00
c. Administration Fee	10.	175.00
d. Other (describe)	11.	.00
Total Other Charges (8+9+10+11)	12.	1,731.29
Amount Financed (Basic Time Price) (7+12)	13.	52,931.29
Finance Charge (Time-Price Differential)	14.	4,170.47
Total of Payments (Time-Price Balance) (13+14)	15.	57,101.76
Total Credit Sale Price (3+12+14)	16.	57,101.76
Deferred Finance Charge Rate	17.	4.990 %

Pursuant to the terms of this contract (this "Contract"), the undersigned Buyer (if more than one, jointly and severally), having been quoted a Time Price and a lower Cash Price, hereby purchases the property described above (the "Machinery") from the undersigned Seller for the Total Credit Sale Price indicated in the Analysis of Sale, subject to the terms and conditions hereunder and on the pages that follow and promises to make the Total of Payments as set forth above.

This space left intentionally blank

ADDITIONAL TERMS AND CONDITIONS

Precomputed Contract. This is a precomputed contract. This means that the Total of Payments is computed in advance assuming all payments are made when due. The Total of Payments is comprised of the Amount Financed and the Deferred Finance Charge. The Deferred Finance Charge is also determined in advance assuming an annual interest rate of 4.990 % beginning on 05/01/19.

Administration Fee. Buyer agrees to pay a fee of $ 175.00. Buyer understands that all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee.

Late Payments and Dishonored Payments. Each instalment past due more than 10 days shall be subject to a late charge accrued at an interest rate equal to 1.75% per month from the due date until paid or $1, whichever is greater. In the event any check or other form of payment made by Buyer is returned for any reason, Buyer agrees to pay Seller the lesser of $30 or the maximum amount permitted by law. Such amount shall, as specified by Seller, be paid on demand or be added to the Total of Payments payable hereunder and Buyer promises to pay the resulting increase in the instalments. In no event shall amounts chargeable hereunder exceed the maximum amount permitted under applicable law.

Prepayment Penalty. Buyer may prepay this Contract in whole or in part at any time without penalty.

Insurance. Buyer ☒ does or ☐ does not elect to obtain physical damage insurance for the Machinery through a group policy arranged by Assignee. By signing below, Buyer acknowledges having read the accompanying Customer Agreement to Provide Physical Damage Insurance, Buyer understands the terms contained therein and represents that information contained therein related to Buyer is true and correct.

Following assignment of this Contract, all references to "Seller" in this Contract shall be deemed references to "Assignee." Buyer acknowledges that Seller is not the agent of Assignee, that any representations or warranties made by Seller are not binding on Assignee, and that Seller does not have the authority to modify any term or provision of this Contract subsequent to assignment of this Contract by Seller.

NOTICE TO BUYER

1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COMPLETELY FILLED IN COPY OF THIS CONTRACT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
2. UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE; (B) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT WITHIN THE TIME PROVIDED BY LAW; (C) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED.
3. BUYER ACKNOWLEDGES HAVING READ THE ENTIRE CONTRACT (INCLUDING THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON PAGE 2) AND ACKNOWLEDGES RECEIPT OF A TRUE COPY AT THE TIME OF ITS EXECUTION.

BUYER	SELLER
Buyer's Name: GSWIN ARIEL AGUILAR-PINEDA	Seller's Name: NANCE TRACTOR & IMPLEMENT INC
Signature: GSwin Ariel Aguilar Pineda	Signature:
Print Name:	Print Name: Title:

Exhibit A

ADDITIONAL TERMS AND CONDITIONS

1. Delivery and Acceptance: Buyer acknowledges receipt of the Machinery in good order and condition and, to the extent permitted by applicable law, waives any and all rights Buyer may have to rescind this Contract, reject the Machinery or revoke acceptance of the Machinery.

2. Disclaimer of Warranties (Except Residents of Kansas): BUYER AGREES TO ACCEPT THE MACHINERY IN ITS AS-IS, WHERE-IS CONDITION WHEN DELIVERED AND ACKNOWLEDGES THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS PROVIDED BY SELLER OR ASSIGNEE TO BE APPLICABLE TO THIS CONTRACT OR THE MACHINERY. ANY ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN THIRTEEN (13) MONTHS FOLLOWING DELIVERY.

3. Grant of Security Interest under the Uniform Commercial Code. In order to secure payment of the indebtedness contained herein and for all other amounts due or to become due hereunder and for each and every other obligation now or hereafter owing by Buyer to Seller and/or Assignee, the undersigned Buyer hereby grants to Seller a security interest in the Machinery, including the proceeds thereof, together with all repairs, replacements and accessions now or thereafter appertaining thereto until all indebtedness is paid in full.

4. Assignment; Acknowledgements of Buyer: Buyer may not assign this Contract without Seller's prior written consent. No assignment or extension hereof or of any interest herein, or loss, injury or destruction of Machinery shall release Buyer from its obligations hereunder. Seller may assign this Contract in whole or in part and Assignee shall succeed to all Seller's rights hereunder, but shall have none of Seller's obligations. Buyer's obligation to pay directly to Assignee any amounts payable hereunder is absolute and unconditional under all circumstances and is not subject to any abatement, reduction, setoff, recoupment, claim, defense or counterclaim of any kind or for any reason whatsoever, all of which are hereby expressly waived by Buyer as against Assignee. Buyer shall not assert against Assignee any claim, defense, setoff, reduction, dispute, recoupment or counterclaim of any kind or for any reason whatsoever which Buyer may have against Seller or manufacturer of the property. IN NO CASE SHALL SELLER OR ASSIGNEE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE MACHINERY, THE CLAIMS OF THIRD PARTIES AND INJURY TO THE MACHINERY. Buyer further acknowledges each of the following (a) Assignee is not the manufacturer of the Machinery or the manufacturer's agent or a dealer therein; (b) the Machinery is of a size, design, capacity, description and manufacturer selected by Buyer; (c) Buyer is satisfied that the Machinery is fit for Buyer's purposes; (d) Assignee has no knowledge or information regarding the condition or suitability of the Machinery for Buyer's purposes; and (e) Assignee has relied upon Buyer's warranties, agreements and covenants herein.

5. Representations, Warranties and Covenants: Buyer represents, warrants and covenants that: (a) the trade-in property, if any, is free and clear of all security agreements, liens and encumbrances; (b) if Buyer is a legal entity, it is duly organized, validly existing and in good standing under applicable law; (c) the Contract is a legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with the terms hereof and does not violate or create a default under any other instrument or agreement to which Buyer is a party; (d) there are no pending or threatened actions or proceedings before any court of administrative agency that could have a material adverse effect on Buyer, the Machinery, or the Contract; (e) Buyer will comply in all respects with all Federal, state and local laws and regulations the violation of which could have a material adverse effect upon the Machinery or Buyer's performance of its obligations under this Contract; (f) Buyer will provide to Seller such other information and documents as Seller may reasonably request; (g) the Machinery is purchased for agricultural or commercial purposes and not for personal, family or household purposes; and (h) all of the Machinery is tangible personal property and will not be attached or affixed to real property in any manner. Buyer's representations, warranties and covenants shall survive termination of this Contract and Buyer agrees to indemnify and hold Seller and/or Assignee harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees resulting from breach of any of the foregoing.

6. Use, Location and Maintenance of Machinery: Buyer shall keep the Machinery free of all liens, taxes, encumbrances and seizure or levy. Buyer shall not use the Machinery illegally or damage, abuse, misuse, abandon or lose the Machinery. Buyer shall not sell, lease, rent, abandon, transfer, or otherwise dispose of any interest in the Machinery and shall not move it outside of the contiguous 48 states of the United States. Buyer shall notify Seller of each change in the place where the Machinery is located or used and of any change in the state of Buyer's location (as such term is defined in the Uniform Commercial Code) not more than 20 days following each change in location. Seller may, at any time before or after default, enter any premises under Buyer's control to inspect the Machinery.

7. Insurance: Buyer shall purchase and maintain, at Buyer's expense, standard all-risk type property damage insurance for the actual cash value of the Machinery with a maximum deductible equal to the greater of $500.00 or five percent (5.0%) of the adjusted loss in a form and from an insurer satisfactory to Seller and shall keep such insurance in effect until full payment of this Contract. Such insurance shall provide Seller with 10 days advance notice of cancellation and name Seller as a loss payee through a Lender's Loss Payable Clause. Buyer hereby irrevocably appoints Seller and Assignee or its servicer or sub-servicer, CLL Finance LLC as Buyer's attorney-in-fact (which power shall be deemed coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy and to settle and adjust all claims under any such policy. If Buyer fails to deliver evidence of such a paid-up policy or to furnish other evidence of insurance satisfactory to Seller within 15 days of the date of this Contract or should such insurance be canceled or allowed to lapse before full payment of this Contract, it is understood that Seller may, but shall not be obligated to, purchase or otherwise provide such insurance, in which case Buyer shall reimburse Seller for the cost thereof, together with interest thereon at the Deferred Finance Charge Rate from the date such insurance was purchased or provided by Seller until paid. Such reimbursement amount and the interest thereon shall, as specified by Seller, either be paid on demand or be added to the Total of Payments and Buyer promises to pay the resulting increase in the payments. Except as may otherwise be separately agreed, neither Seller nor Assignee shall have any responsibility to Buyer for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which Buyer may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Assignee or any insurance premium was financed and included in the Analysis of Sale. In no event shall any interest charge under this Contract exceed the maximum amount allowed by law. Buyer acknowledges that Seller and/or Assignee may make a profit on insurance purchased by Seller or Assignee. There is no insurance coverage for personal liability or property damage caused to others.

8. Default; Remedies: Each of the following is a "Default" under this Contract. (a) Buyer fails to make any Payment or any other obligation when due under this Contract or in any other agreement with Seller, Assignee, or with any of their affiliates or related parties; (b) Seller deems itself insecure; (c) any representation or warranty made by Buyer proves to be incorrect in any material respect when made. (d) Buyer becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets to the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding, (e) Buyer sells all or substantially all of its assets or property; or (f) Buyer shall suffer a material adverse change in its financial condition or operations. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, Seller, at its option, may: (a) terminate this Contract; and/or (b) retain all payments heretofore made by Buyer and declare all indebtedness hereunder, less unearned finance charges, immediately due and payable and Seller shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code and may, without notice, enter any premises where the Machinery may be and take possession thereof and remove the same together with replacements and accessories, or Seller may require Buyer to assemble the property and make it available at a place designated by Seller. In the event Seller seeks to take possession of any or all of the Machinery by court process, Buyer further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Contract. Further, Buyer confesses judgment for purposes of executory process and waives all notices and delays. Seller may resell repossessed property at public or private sale with notice to Buyer and the proceeds of any such sale (less reasonable expenses of retaking, repairing, holding, preparing for sale, selling and the like including reasonable attorney's fees and legal expenses) shall be credited upon the amount unpaid. Subject to the limitations of state law, Buyer agrees to pay any deficiency upon demand by Seller, any surplus however, shall be paid to Buyer. Seller may accept partial payments of any sums due hereunder without waiving or otherwise modifying the terms of this Contract. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Buyer agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred in connection with any Default.

9. Governing Law; Severability; Waiver of Jury Trial: The law of the state of Buyer's address shown on the first page hereof shall govern all matters relating to the validity, effect and enforcement of this Contract. Any provision hereof invalid in any state shall be inoperative as to such state, but without invalidating the remaining provisions hereof. Buyer expressly waives its right to a trial by jury.

10. UCC Filings: Buyer authorizes Seller to file, at Buyer's expense, financing statements with respect to the Machinery and hereby ratifies and approves any financing statement filed prior to the date of this Contract. Buyer hereby appoints Seller (which Seller may act by or through Assignee or Assignee's servicer) as Buyer's attorney-in-fact to do all acts or things which Seller may deem necessary to protect the title and interest hereunder of Seller and Assignee. This power of attorney is coupled with an interest and is irrevocable. If the Machinery is subject to any certificate of title act, Buyer shall immediately apply for/obtain certificate(s) of title and registration for each item of property being purchased; such certificate shall include listing of a lien in the amount of the Total Cash Sale Price listed in the Analysis of Sale on page one, the name of the lienholder shall be Assignee or such other person as Seller shall direct in writing; and Buyer shall provide Seller with evidence of the continuing effectiveness of such lien as may be reasonably requested from time to time. In addition, Buyer shall deliver or cause to be delivered to Seller the original certificate(s) of title for each item of such property. In Florida only, Florida documentary stamp tax required by law in the amount reference in the Analysis of Sale has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 79-80002980320-9.

11. No Modification; Insertion of Serial Numbers and Model Numbers and Corrections of Errors and Information: No modification or addition to this Contract shall be effective unless agreed upon in writing by the parties. Notwithstanding the foregoing, Buyer authorizes Seller to insert in this Contract the serial number and/or model numbers of the Machinery if unknown at the time this Contract is executed, correct any errors in such numbers reflected in the Contract at the time this Contract is executed and correct any other patent errors in the description of the Machinery reflected in this Contract at the time this Contract is executed; to fill in blanks existing in this Contract at the time this Contract is executed; and to correct any patent errors in this Contract.

12. Financial and Credit Information; Communication with Buyer: Buyer authorizes Seller to obtain credit bureau reports and make other credit inquires that Seller determines are necessary, without notice to Buyer, to update its information so long as the undersigned has any outstanding indebtedness or obligations owed to Seller or Assignee. Buyer further agrees to provide Seller, promptly after request therefore by Seller, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning Buyer that Seller determines are necessary. Buyer provides as email address and/or telephone number in this Contract or otherwise is Buyer's acknowledgment that Seller may obtain Buyer's email address and/or telephone number for further communication with Buyer. Buyer agrees to allow Seller to conduct business with Buyer using email or by calling Buyer, regardless of the purpose of Seller's communication, which may include, without limitation, collections and notices under Buyer's agreements with Seller and/or Assignee. Seller reserves the right to use the method of communication it deems best in interacting with Buyer.

13. Application of Payments; Processing Fee. Payments received may be applied at Seller's discretion to obligations hereunder or to any other indebtedness owed by Buyer to Seller despite directions, if any, appearing on the remittance, and to late charges first and then to the amount owing. If Buyer requests to make or authorizes a payment via phone, electronically or similarly through Seller, unless otherwise prohibited under applicable law, Buyer agrees to pay all third party expenses associated with processing the payment and a $10 processing fee to Seller, on which Seller may make a profit.

14. Prepayment Refund. Buyer may prepay the full amount of the debt at any time. In the event of prepayment, Buyer may be entitled to a refund of certain unearned finance charges. Unless applicable law requires otherwise, the refund, if any, will be calculated using the actuarial method and Seller will: (a) assume that the debt was paid before the date of prepayment according to the disclosed schedule of payments and that all payments were paid on their due dates; and (b) exclude any administration or origination fee from the refund calculation. If a refund is less than $5.00, no refund will be made to Buyer.

15. Counterparts; Facsimile and Electronic Copies: This Contract may be executed and accepted by Seller in any number of counterparts, including facsimile or electronic mail counterparts. Buyer agrees that a copy of this Contract bearing a signature of Buyer which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. Buyer further agrees to not object to the admissibility of a copy of this Contract bearing a signature of Buyer into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that this Contract may be executed in more than one counterpart, the sole execution original of this Contract for purposes of taking possession of this Contract, including without limitation taking possession under UCC 9-330, shall be either: (a) the original of this Contract which bears an original signature of each party to this Contract and which bears the original signature of Assignee accepting the assignment of this Contract or (b) the facsimile, electronic or other counterpart copy of the Contract signed by the parties and bearing the original signature of Assignee accepting the assignment of the Contract, unless this Contract qualifies as electronic chattel paper, in which case UCC 9-105 shall govern to determine the control of the single authoritative copy of the Contract.

ELECTRONICALLY FILED - 2021 Jun 08 4:25 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

SELLER'S ASSIGNMENT

For value received, the Seller hereby sells, assigns, and transfers to AGCO Finance LLC (Assignee) all of the Seller's right, title and interest in and to the within Contract and all rights thereunder, together with all the Seller's right, title and interest in and to the property therein described, subject to the terms more fully set out in the Seller's Retail Financing Agreement or the terms of a separate assignment between Seller and Assignee, such assignment to be accepted by Assignee only at its office in Johnston, Iowa.

4-29-19
Date

NANCE TRACTOR & IMPLEMENT INC
Seller's Name

By: _____
Authorized Signature

ASSIGNEE ACCEPTANCE

Assignee hereby accepts Seller's assignment of the within Contract in Johnston, Iowa.

4/29/19
Date

AGCO Finance LLC By: _____
Authorized Signature

AF 5000 (09'15)

Page 3 of 3

ELECTRONICALLY FILED - 2021 Jun 08 4:25 PM - YORK - COMMON PLEAS - CASE#2021CP4601792

To: Michelle Jackson <mjackson@ tlettlawfirm.com>

0031

Cc: Capital Stone <capitalstone01@yahoo.com>

Sent: Friday, September 18, 2020, 12:07:36 PM EDT

Subject: Aguilar Tractor

Michelle,

I have attached the paperwork for the Massey Ferguson Tractor we purchased from Nance Tractor April 2019. Tractor was picked up on 7/20/20 for repairs. This is second time the tractor has been repaired for same error.

Eswin has calling and speaking to Brittney and we just keep getting excuses. First they were short on a mechanic and couldn't get to it, then it was a plate the mechanic broke and they had to wait on parts, now the mechanic broke the windshield and waiting on that. This was last week when that happened. Eswin has explained to them that this is a warranty repair and we need the tractor to plant the trees for our tree farm this year. I spoke with Michael Nance (owner) end of last week and he told me that he wished he could get the tractor out of his shop because he wasn't making any money off of it. He was very rude and he also told me that he was upset he had to purchase the windshield his mechanic broke because the money was coming out of his pocket. Never apologized and seemed to not care. We really need this tractor. We have had to pay to have our 42 acres mowed 4 times now. We also had an issue with a busted tire and had to call Corporate to get replaced.

Nancy Tractor

450 Church St

McConnells SC 29726

(803) 684-5161

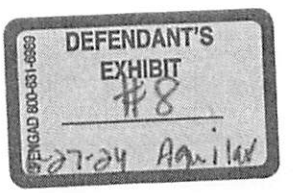
Let me know if you need anything else.

Thank you,

Carol Aguilar

(803) 517-8173

AguilarTractor.pdf
10752K



Aguilar Tractor Issues

From: Eswin Aguilar (capitalstone01@yahoo.com)
To: michael@nancetractor.com
Cc: capitalstone01@yahoo.com
Bcc: bbartlett@bartlettlawfirm.com
Date: Tuesday, September 29, 2020, 12:07 PM EDT

Michael,

Per our conversation, I am attaching some pictures of the issues I have found when the tractor was returned to me.

Picked up 7/20/20 and returned 9/22/20

The following issues were found:

Tractor returned filthy (Red clay all over inside and out (clumps in some places)
New windshield caulking clumped in places (not sealed properly and dirty)
Broken glass from old windshield left all over engine area and inside tractor cab
Hydraulic hoses for loader not seated in proper place (left hanging)
Hydraulic hoses underneath tractor not seated properly (hanging) and bolts missing
Fender not connected to bolt
Light plugs not connected
Right door (if sitting in tractor) bolt sticking out (not secured)
Oil all over side and bottom of tractor (not sure if leak or just wasn't cleaned up)
Transmission oil drain plug was not tightened
Transmission oil only filled halfway (not sure if leaking)
2 bolts on metal shaft plate underneath tractor missing
Engine oil dipstick not showing any oil
Loader joystick loose
Tractor making buzzing sound (sounds like hydraulic issue)
(Some of issues I have fixed myself (tighten some bolts and added hydraulic oil)

Not sure if any other problems as I am not able to see anything inside the engine itself.

I need the tractor to start planting my trees and I do not want to wait any longer to use the tractor. I need the tractor to be fixed or replaced with a new tractor.

Eswin Aguilar
(803) 238-9063

3644.jpeg
75.7kB

RE: [External] Aguilar Tractor

From: Willis, Jacob G. (jacob.willis@agcocorp.com)

To: capitalstone01@yahoo.com

Date: Friday, January 8, 2021, 02:06 PM EST

I visited Nance yesterday with the Field Service Manager. He reviewed what had been done, and we compared your tractor to other tractors. It is my understanding they are going to try to get it delivered to you this afternoon. I hope you will find it to your satisfaction.

I will provide to you in writing what was done as soon as I get that from the dealership.

We are also going to provide an enhanced warranty to extend your coverage by 1 additional year. I will provide this in writing once we have purchased it next week.

Please let me know if you have any questions, and thank you again for your patience.

Jacob Willis

404.226.8647

From: Eswin Aguilar [mailto:capitalstone01@yahoo.com]
Sent: Monday, January 4, 2021 9:20 AM
To: Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
Subject: [External] Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

I also need a extended warranty in writing.

Eswin Aguilar

(803) 238-9063

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Tractor New CPO Used CCM.PDF
217.3kB

TechnicianNotes.docx
12.2kB

Re: [External] Aguilar Tractor

From: Eswin Aguilar (capitalstone01@yahoo.com)

To: jacob.willis@agcocorp.com

Cc: bbartlett@bartlettlawfirm.com

Date: Thursday, January 14, 2021, 01:54 PM EST

Jacob,

Thank you for the update...

This note is not acceptable. I am going to need this in writing on the Nance Tractor invoice as I have been getting in the past with parts, description, misc.

Also, given the circumstances and 5 trips to Nance, I will need the extended warranty for one year and a bumper to bumper warranty/guarantee starting from the day the tractor returned 1/12/21 from Nance tractor/Agco.

I will not being using the tractor as much because it is Winter so I will not be able to test it like I would in Spring/Summer. If the tractor has any more issues, I will need it replaced with a new one.

Eswin

On Thursday, January 14, 2021, 12:25:47 PM EST, Willis, Jacob G. <jacob.willis@agcocorp.com> wrote:

Mr. Aguilar,

Thank you again for your patience while we resolved the issues you were experiencing with your tractor.

As part of our agreement, AGCO is covering the cost of an extended warranty for your tractor. We purchased an enhanced plan that will cover your hydraulic components for another year past your standard warranty. Please see the covered component matrix attached. There is a $250 deductible association with this plan which AGCO will cover if you ever need to use it. The Contract ID for the plan is 4910149.

I have also attached the technician notes regarding the repairs that were completed. Please let us know if you have any questions.

Thank you,

Jacob Willis
404.226.8647

From: Eswin Aguilar [mailto:capitalstone01@yahoo.com]
Sent: Monday, January 4, 2021 9:20 AM
To: Michael Nance <michael@nancetractor.com>; Willis, Jacob G. <Jacob.Willis@agcocorp.com>
Subject: [External] Aguilar Tractor

I also need a extended warranty in writing.

Eswin Aguilar

(803) 238-9063

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Pineda Hyd..pdf
129kB

I will not being using the tractor as much because it is Winter so I will not be able to test it like I would in Spring/Summer. If the tractor has any more issues, I will need it replaced with a new one.

Eswin

On Thursday, January 14, 2021, 12:25:47 PM EST, Willis, Jacob G. <jacob.willis@agcocorp.com> wrote:

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I have also attached the technician notes regarding the repairs that were completed. Please let us know if you have any questions.

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404.226.8647

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Subject: [External] Aguilar Tractor

I need an update on my tractor today. Was told it would be around 3 weeks to fix and it has been almost 2 months. I need to know when it will be returned and also the paperwork of what was repaired.

RE: [External] Aguilar Tractor

From: Willis, Jacob G. (jacob.willis@agcocorp.com)

To: capitalstone01@yahoo.com

Date: Thursday, January 14, 2021, 04:25 PM EST

Shop invoice attached.

The base warranty remains the same date it was when you purchased the tractor. There is no changing that. The extended warranty will run for 1 year longer than the standard warranty.

Jacob Willis

Account Manager
AGCO Corporation
Cell: 404.226.8647
4205 River Green Parkway
Duluth, GA 30096-2568 USA
jacob.willis@AGCOcorp.com

From: Eswin Aguilar [mailto:capitalstone01@yahoo.com]
Sent: Thursday, January 14, 2021 1:54 PM
To: Willis, Jacob G. <Jacob.Willis@agcocorp.com>
Cc: Bart Bartlett <bbartlett@bartlettlawfirm.com>
Subject: Re: [External] Aguilar Tractor

Jacob,

Thank you for the update...

This note is not acceptable. I am going to need this in writing on the Nance Tractor invoice as I have been getting in the past with parts, description, misc.

Also, given the circumstances and 5 trips to Nance, I will need the extended warranty for one year and a bumper to bumper warranty/guarantee starting from the day the tractor returned 1/12/21 from Nance tractor/Agco.

Fwd: Aguilar Tractor - Not Working

From: Eswin Aguilar (capitalstone01@yahoo.com)

To: jacob.willis@agcocorp.com

Date: Thursday, April 22, 2021, 01:36 PM EDT

Jacob
Tried to call you. I am out of my tractor again and this peak season for me. I need to get this resolved. I consider this an emergency on my part and due to the past of how this has handled I cannot afford to be without a tractor.
I need a phone call today. Eswin
803-238-9063

Sent from my iPhone

Begin forwarded message:

From: Eswin Aguilar <capitalstone01@yahoo.com>
Date: April 21, 2021 at 10:06:39 AM EDT
To: "Jacob G. Willis" <jacob.willis@agcocorp.com>
Cc: Michael Nance <michael@nancetractor.com>, Eswin Aguilar <capitalstone01@yahoo.com>
Subject: Aguilar Tractor - Not Working
Reply-To: Eswin Aguilar <capitalstone01@yahoo.com>

Jacob,

I used the tractor for the first time this weekend to cut the grass. This was the first time using since it was returned this Winter after being fixed for the fifth time. I got in the tractor this morning to water my Tree Farm and in the middle of watering my trees, the tractor stopped/locked up (would not go any further). It gave me a warning sign so I turned off the tractor. I looked under tractor and it looks like it is leaking a lot oily substance.

I have had nothing but problems with this tractor and I do not have faith in your products any more.

I am requesting a full refund of $57,101.76 and $10,000 for the bush hog. I do not want to use the bush hog on another brand of tractor and at this point it breaking as well. I am also requesting another $5,000.00 for the aggravation I have been through and losing some of my trees that I was not able to plant because of the tractor breaking down.

Total refund $72,101.76. I need this immediately so I can purchase another tractor as I am ordering more trees to plant.

Eswin Aguilar
2868 E Peach Rd
Ridgeway SC 29130
(803) 238-9063

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	CASE NO.: 2021-CP-46-01792
Eswin Aguilar,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**PLAINTIFF'S ANSWERS TO DEFENDANT NANCE TRACTOR AND IMPLEMENT, INC.'S FIRST SET OF INTERROGATORIES**
	)	
Nance Tractor and Implement, Inc., AGCO Corp., and AGCO Finance, LLC,	)	
	)	
Defendants.	)	
	)	

TO: CHRISTOPHER M. KELLY, ESQ. AND MEAGAN L. ALLEN, ESQ., ATTORNEYS FOR DEFENDANT NANCE TRACTOR AND IMPLEMENT, INC.:

Plaintiff answers Defendant Nance Tractor and Implement, Inc.'s First Set of Interrogatories as follows:

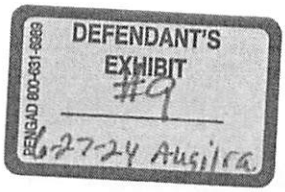
1. Please state the names, current address, telephone numbers, and occupations of all persons and/or entities known by Plaintiff to have knowledge of facts relevant in this matter.

ANSWER

Jacqueline "Jackie" Kopack Jordan
Clemson University
Cooperative Extension
Area Horticulture Agent, Master Gardener Coordinator
Fairfield, Kershaw, Richland Counties
(803) 865-1216

Eswin Ariel Aguilar Pineda
2868 E. Peach Road
Ridgeway, SC 29130
(803) 238-9063
owner and operator of Capital Stone & Landscape LLC

Carol Aguilar
2868 E. Peach Road
Ridgeway, SC 29130
(803) 718-5435



Chief Operating Officer of Capital Stone & Landscape LLC

Andy Miller
current address unknown
telephone number unknown
occupation unknown

Brittany Hinson
Nance Tractor and Implement, Inc.
450 Church Street
McConnells, SC 29726
(803) 684-5161
occupation unknown

Michael Nance
Nance Tractor and Implement, Inc.
450 Church Street
McConnells, SC 29726
(803) 684-5161
owner of Nance Tractor and Implement, Inc.

Jacob Willis
Account Manager
AGCO Corporation
4205 River Green Parkway
Duluth, GA 30096-2568
(404) 226-8647

David (last name unknown)
c/o AGCO

Mark Carpenter
850 Creekside Lane
Ridgeway, SC

Cris Carpenter
850 Creekside Lane
Ridgeway, SC

Norman Howard
2690 E. Peach Road
Ridgeway, SC

Donna Howard
2690 E. Peach Road
Ridgeway, SC

2. For each person and/or entity identified in Plaintiff's answer to the previous interrogatory, please state:

a. A summary of the important facts known to or observed by each such person and/or entity; and

b. Whether any written or recorded statements have been taken from each such person and/or entity.

ANSWER

Ms. Jordan is familiar with soil samples taken from the Plaintiff's property and recommendations made regarding trees to be planted on the Plaintiff's property.

Mr. and Mrs. Aguilar are familiar with the facts set forth in the documents identified herein, including emails and documents provided by Nance, the amended complaint, and these answers to interrogatories relating to their plans to establish a tree farm, to purchase a tractor, the purchase and delivery of the subject tractor, the difficulty encountered with the subject tractor, Nance's and AGCO's inability to remedy the defects, damages suffered as a result thereof, and the concerted effort on the part of Nance and AGCO to circumvent the Plaintiff's rights under South Carolina law.

Mr. Miller spoke with the Plaintiff before, during, and after the purchase of the subject tractor and presumably remembers the representations made to the Plaintiff regarding the tractor and defects with the tractor communicated to him by the Plaintiff.

Ms. Hinson communicated with the Plaintiff after the purchase of the subject tractor regarding defects and attempted repairs.

Michael Nance communicated with the Plaintiff after the purchase of the subject tractor regarding defects and attempted repairs.

Jacob Willis communicated with the Plaintiff after the purchase of the subject tractor regarding defects and attempted repairs.

David (last name unknown) spoke with the Plaintiff after the purchase of the subject tractor regarding defects and attempted repairs.

Mr. and Mrs. Carpenter and Mr. and Mrs. Howard observed the trees that the Plaintiff planted.

Other than the emails and other documents identified herein, no written or recorded statements have been taken from these witnesses.

3. Please identify by name, profession, and contact information each person whom

Plaintiff expects to call as an expert witness and/or any witness Plaintiff may use at trial to present evidence under South Carolina Rules of Evidence 702, 703, and/or 705.

ANSWER

The Plaintiff has not yet identified an expert but reserves the right to do so.

4. For each expert witness identified in Plaintiff's answer to the preceding interrogatory, please state:

a. The subject matter on which the expert witness is expected to testify pursuant to North [sic] Carolina Rules of Evidence 702, 703, and/or Rule 705;

b. the substance of the facts and opinions to which the expert witness is expected to testify; and

c. a summary of the grounds for each opinion of each expert witness.

ANSWER

The Plaintiff has not yet identified an expert but reserves the right to do so.

5. For each expert witness identified in Plaintiff's answers to the preceding interrogatories, please identify the substance of any communications between said expert witness and Plaintiff's counsel to the extent that the communications do any of the following:

a. Relate to compensation for the expert witness's study or testimony;

b. Identify facts or data that Plaintiff's attorney provided and that the expert witness considered in forming the opinions to be expressed; and/or

c. Identify assumptions that Plaintiff's attorney provided and that the expert witness relied on in forming the opinions to be expressed [sic]

ANSWER

The Plaintiff has not yet identified an expert but reserves the right to do so.

6. Set forth a list of all photographs, plats, sketches, charts, diagrams, or other prepared documents which relate or pertain in any way to this case and with respect to each, state the name, address, and telephone number of each person who has custody, possession, or control of each item.

ANSWER

email from Ag Service Lab to Plaintiff dated March 28, 2019
emails between Plaintiff and Jacqueline Kopack Jordan from April 1 – April 5, 2019
MF 4700 Operator' Manual From Massey Ferguson (November 2017 ACT 002197B)
Transmission oil approved by AGCO following specifications DMS 1143/1145 and 1145
AEM Safety Manual
Nance Tractor invoice dated 4/24/19 11:43:42 PRT: 1 for MF4707
Nance Tractor invoice dated 4/24/19 11:46:09 PRT: 2 for MD144
Nance Tractor invoice dated 4/26/19 16:35:58 PRT: 3 marked "Pd 4/25/19"
Nance Tractor invoice dated 4/24/19 9:09:54 PRT: 4 for MF 4707
Dual Interest Property Installment Sales Certificate
Retail Instalment Contract And Security Agreement
photograph of tractor arrival
Letter from AGCO Finance LLC dated April 30, 2019
Letter from AGCO Finance LLC dated June 4, 2019
Nance Tractor invoice dated 10/09/19 10:58:19 PRT: 2
Maintenance Work Order Number WM03665 dated 11/5/2019
Check issued by Capital Stone & Landscape LLC to Nance Tractor dated 11/8/19
Nance Tractor invoice dated 11/18/19 11:57:01 PRT: 1
Nance Tractor invoice dated 11/18/19 12:02:17 PRT: 1
Nance Tractor invoice dated 8/06/20 12:24:53 PRT: 17
email dated September 18, 2020, from Carol Aguilar to Michelle Jackson
Maintenance Work Order Number WM04279 dated 9/28/2020
email from Plaintiff to michael@nancetractor.com dated September 29, 2020
photographs referred to in email to michael@nancetractor.com (above)
emails between Plaintiff and Michael Nance from October 1, 2020, to October 2, 2020
email from Plaintiff to michael@nancetractor.com dated October 4, 2020
email from Plaintiff to michael@nancetractor.com dated October 6, 2020
emails between Plaintiff and Michael Nance dated October 7, 2020
email from Plaintiff to Michael Nance dated October 14, 2020
Maintenance Work Order Number WM04561 dated 10/15/2020
Invoice from Liner Source, Inc. to Emerald Hills Farm LLC dated 10/19/20
emails between Plaintiff and Michael Nance from October 20 – 23, 2020
emails from Plaintiff to Michael Nance from January 4 – 5, 2021
email from Jacob Willis to Plaintiff dated January 5, 2021
email from Jacob Willis to Plaintiff dated January 8, 2021
Maintenance Work Order Number WM04649 dated 1/8/2021

emails between Plaintiff and Jacob Willis dated January 14, 2021
Covered Component Matrix
Nance Tractor invoice dated 1/14/21 15:49:36 PRT: 5
emails from Plaintiff to Jacob Willis from April 21 – 21, 2021
timeline from 4/29/2019 through 4/27/2021
photographs of AGCO label bearing identification number
table of costs and labor
selling projection spreadsheet

7. For every written document, memorandum, or other writing pertains to the facts involved in this case, please state:

a. The date on each document;

b. The name, address, and telephone number of the author of each document;

c. The name of each addressee for each document;

d. The name of each person who has received a copy of each document;

e. The name, address, and telephone number of each person who presently has custody, possession, or control of the original and all copies of each document; and

f. A summary of the information contained in each document.

ANSWER

The Plaintiff will produce copies of all of the documents identified in response to interrogatory #6 containing the dates, names, addresses, and telephone numbers available to the Plaintiff. Copies of some of the documents may have been provided to Michelle Jackson, Esq. and some of the documents were provided to Creighton Coleman, Esq.

8. Please identify all communications (including, but not limited to, correspondence, emails, text messages, telephone calls, voicemails, facsimiles, social media communications, and/or in person meetings) that Plaintiff has had with Defendant with respect to the allegations set forth in the Complaint. For the purposes of this interrogatory, please provide the date, time, and substance of any such communications and the names and titles of any of person involved in same.

ANSWER

Please see the amended complaint and these answers to interrogatories.

9. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, stating with specificity the following:

a. A general description of each item or category of damages claimed;

b. The specific amount being sought for each item or category of damage;

c. A detailed description of the precise manner by which Plaintiff or Plaintiff's representatives have calculated Plaintiff's claim for each item or category of damage;

d. The identify of each written document, memorandum, bill, check, invoice, or other writing pertaining to Plaintiff's claim for each item or category of damage; and

e. The full name, address, and telephone number of each person who will be a witness or who has knowledge concerning each item or category of damage Plaintiff is claiming.

ANSWER

The price of the tractor:	$51,200.00
The price of the brush cutter	10,000.00
Dual Interest premium	1,548.29
Filing Fees	8.00
Administration Fee	175.00
Towing fee paid 11/8/19	399.00
Cost of trees paid to Liner Source, Inc.	9,407.86
material for drip system	16,500.00
labor	92,000.00
diesel fuel	1,000.00
lost profits for 2020 planting	361,100.00 - $2,932,200.00
lost profits for 2021 planting	221,200.00 - 945,200.00
prejudgment interest on all liquidated sums	

The damages claimed are further described in the documents identified herein. The Plaintiff and the Plaintiff's wife have knowledge concerning each item of damage claimed and can identify all documents supporting the Plaintiff's claims.

10. Please provide the name, current address, and telephone number of all employers

Plaintiff has had in the 15 years preceding the filing date of the Complaint, and for each, state the dates of employment, job titles, job descriptions/duties, the nature of compensation and/or salary, the reason for leaving said position, and the full name(s) of Plaintiff's supervisors. If Plaintiff was terminated from any position, please identify the grounds for such termination.

ANSWER

The Plaintiff has been self-employed as owner and operator of Capital Stone & Landscape LLC during the 15 years preceding the filing date of the Complaint.

11. Has Plaintiff ever been demoted, terminated, and/or disciplined by any employer? If so, please identify the name of the employer at issue, the Plaintiff's supervisor at the employer at issue, the factual basis of any such demotion, termination, or discipline, and the date of any such demotion, termination, and/or discipline.

ANSWER

No.

12. Has Plaintiff ever been issued a license by any federal, state, municipal and/or other governmental entity which has been suspended or revoked? If so, please identify the type of license, license number, issuing jurisdiction, the factual basis for the suspension and/or revocation, and the date of any such suspension and/or revocation.

ANSWER

No.

13. Has Plaintiff been a party to any other lawsuit or legal proceeding, whether as plaintiff, defendant, claimant, debtor, and/or real party in interest? If so, identify the names and roles of the parties to each such lawsuit and/or legal proceeding, the names and contact information for counsel of record in each such lawsuit and/or legal proceeding; the court and jurisdiction where

each such lawsuit and/or legal proceeding was filed, the date of filing, the docket number of each of lawsuit and/or legal proceeding; and the nature or subject matter of each such lawsuit and/or legal proceeding. If Plaintiff was deposed in any such lawsuit and/or legal proceeding, state the date of the deposition and the name and address of the court reporting agency that transcribed the deposition testimony. Note that this interrogatory includes, but is not limited to, state and/or federal litigation, state and/or federal criminal proceedings, bankruptcy proceedings of any kind, divorce or family law proceedings, arbitration proceedings, and/or workers compensation actions of any kind.

ANSWER

Eswin Ariel Aguilar Pineda v. Brian William Jones, Sr.
Case # 2020-CP-20-00430
Fairfield County Court of Common Pleas
Filed December 17, 2020
personal injury and property damage claim arising from automobile accident
Plaintiff's counsel: Creighton B. Coleman, Esq.

The Lexington County Public Index reflects a traffic charge with a disposition date of 04/08/2008.

The Richland County Public Index reflects a traffic charge with a disposition date of 12/09/2008.

14. Has Plaintiff ever pleaded guilty to or been convicted of any state or federal crime, including traffic violations? For each such crime identified, identify the nature of the charges brought against Plaintiff, the jurisdiction in which said charges were brought, and the docket and/or cause [sic] number of the proceedings in which said charges were brought.

ANSWER

See answer to interrogatory #13.

15. Please state whether Plaintiff has ever been arrested. For each such arrest, please

identify the date of the arrest, the jurisdiction in which the arrest occurred, the name and contact information of the arresting authority, and the alleged offense giving rise to the arrest.

ANSWER

See answer to interrogatory #13.

16. Does Plaintiff know of any person who claims to have heard Defendant make a statement against interest? If so, for each alleged statement against interest, identify any person who heard the statement, the date and location of the statement, and the substance of the statement.

ANSWER

Other than paragraph 79 of the amended complaint, the Plaintiff is unaware of any such statements.

17. Has Plaintiff ever used or maintained any social media platform and/or application (including, but not limited to, Facebook, Twitter, LinkedIn, Goodle+, Instagram, VSCO, Snapchat, YouTube, Reddit, Pinterest, Tumblr, Flickr, Slack, Tindr [sic], Bumble, Match.Com, eHarmony, and/or MeetUp)? If so, for each such platform and/or application, identify Plaintiff's user name and/or handle, the URL of Plaintiff's profile page on each such platform, and the dates and substance of any posts, direct messages, status updates, or writings of any kind by Plaintiff relating in any way to the facts set forth in the Complaint, if any.

ANSWER

The Plaintiff may have had a MySpace account for a brief period of time twenty years ago.

18. During the period between the two years prior to the incident referenced in the Complaint and the present, has Plaintiff owned and/or used a mobile phone, smart phone, tablet, or other communications device (including, but not limited to, an iPhone, iPad, Apple Watch, Android)? If so, please identify the following:

a. The manufacturer of any such device(s);

b. The provider of any cellular and/or data service to such device(s);

c. The telephone number assigned to any such device(s)

d. The account number assigned by the provider of any cellular and/or data service to such device(s) to the extent it is different than the telephone number;

e. The current whereabouts of any such device(s);

f. The date and circumstances of the loss, destruction, or disposal of any such device(s) if any such devices have been lost, destroyed, or disposed of.

ANSWER

The Plaintiff owns an Android manufactured by Samsung with service provided first by Verizon and later by AT&T. The Plaintiff now has an iPhone manufactured by Apple with service provided by AT&T. Both devices are in the Plaintiff's possession. The telephone number for both devices was/is (803) 238-9063.

19. Does Plaintiff communicate by text message: If so, please provide the telephone number(s) from which Plaintiff communicated by text message from the year preceding the incident referenced in the Complaint to the present as well as manufacturer and current location of any devices from which Plaintiff communicated by text message.

ANSWER

Yes. See answer to interrogatory # 18.

20. Does Plaintiff contend that Defendant violated any standard, guideline, law, regulation, or other rule as a part of Plaintiff's claims in this matter? If so, identify the specific standard, guideline, law, regulation, or other rule and the factual basis for any contention that Defendant violated same. For the purposes of this interrogatory, please identify each act and/or omission that Plaintiff contends serves as the basis of Plaintiff's contention that Defendant violated such standard, guideline, law, regulation, or other rule.

ANSWER

Yes. The factual basis of the Plaintiff's contention that Nance violated the Uniform Commercial Code, negligently repaired the subject tractor, and violated the Unfair Trade Practices Act is fully set forth in the Amended Complaint. Nance failed to disclose that the tractor bearing the iconic American brand of Massey Ferguson, was actually manufactured in China. Nance took $51,200.00 from the Plaintiff for a useless tractor that never operated for more than a brief period of time before breaking down again. Not only was Nance unsuccessful in performing repairs, Nance actually exacerbated the problems with the tractor by damaging it and returning it in the condition alleged in paragraph 62 of the Amended Complaint. Rather than refunding the Plaintiff's money or replacing the defective tractor, Nance left the Plaintiff to fend for himself with AGCO which spirited away the tractor in April of 2021 to parts unknown. Nance has combined and conspired with AGCO, retained two lawyers in Charlotte, filed a 28 page answer with 23 defenses, a 32 page answer to the amended complaint with 23 defenses, and served 8 pages of oppressive interrogatories and 6 pages of requests for production for information about the Plaintiff's claims already in its possession, all in an effort to deprive a South Carolina resident of his rights under South Carolina law.

21. Please identify any document relevant to this matter that you contend has been authored or signed by Defendant and/or any representative of Defendant. For the purposes of this interrogatory, please identify the name of the document and the date it was authored or signed by Defendant and/or any representative of Defendant.

ANSWER

See documents identified in response to interrogatory # 6.

22. What specific actions do you contend that Defendant and/or its employees took which you believe caused the purported damages? For the purposes of this interrogatory, please identify all facts, acts, and/or omissions which you believe caused Plaintiff's damages in this matter (including the dates and time of any such acts and/or omissions and any witnesses thereto).

ANSWER

See amended complaint and answers to these interrogatories.

23. Identify any all documents in possession of the Plaintiff or Plaintiff's counsel received from or through any current or past employee and/or representative of Defendant that are relevant to the determination of liability or damages in this case.

ANSWER

See documents identified in response to interrogatory # 6.

24. Please identify and describe in detail all evidence not previously identified in response to the above interrogatories which bear upon the allegations in Plaintiff's Complaint. In so doing, please identify the source (that is, the name of a witness who will give trial testimony, the identify of a document or, where applicable, each and every statute, ordinance, rule, regulation, case, authority, or similar matter which you contend bears upon this case).

ANSWER

See amended complaint and answers to these interrogatories.

STUDEMEYER LAW FIRM, P.C.

J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
Attorney for Plaintiff

Irmo, South Carolina

December 14, 2021

Gmail

001

Greg Studemeyer <greg@studemeyerlawfirm.com>

Fwd: Soils Results - AGUILAR, ESWIN

Eswin Aguilar <capitalstone01@yahoo.com>
To: Greg Studemeyer <greg@studemeyerlawfirm.com>

Tue, Nov 30, 2021 at 2:13 PM

Sent from my iPhone

Begin forwarded message:

From: Ag Service Lab <agsrvlb@clemson.edu>
Date: March 28, 2019 at 1:38:12 PM EDT
To: "AGUILAR, ESWIN" <CAPITALSTONE01@yahoo.com>
Cc: Soils Lab Customer <cofrfld@clemson.edu>, Soils Lab Customer <mtlbrt@clemson.edu>, Soils Lab Customer <jkopack@clemson.edu>, Soils Lab Customer <capitalstone01@yahoo.com>
Subject: Soils Results - AGUILAR, ESWIN
Reply-To: Ag Service Lab <agsrvlb@clemson.edu>

AGRICULTURAL SERVICE LABORATORY

Name: AGUILAR, ESWIN
Address: 238 RIMER POND RD
BLYTHEWOOD SC 29016

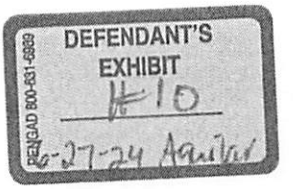
LabNum
19031601
19031602
19031603
19031604
19031605
19031606
19031607
19031608
19031609
19031610

To go directly to your report(s), click here

Or, to logon to the report system, make a note of your LabNum(s) and click on:
http://cufan.clemson.edu/aglab

Or, to get to the Lab's home page, click on the link below, then click on RESULTS.
http://www.clemson.edu/agsrvlb

This message was sent via the Soils eMail Facility Version 2010.



Gmail

002

Greg Studemeyer <greg@studemeyerlawfirm.com>

Fwd: 2868 E peach Rd ridgeway.

Eswin Aguilar <capitalstone01@yahoo.com>
To: Greg Studemeyer <greg@studemeyerlawfirm.com>

Tue, Nov 30, 2021 at 2:15 PM

Sent from my iPhone

Begin forwarded message:

From: Jacqueline Kopack Jordan <jkopack@clemson.edu>
Date: April 5, 2019 at 1:04:35 PM EDT
To: capitalstone01 <capitalstone01@yahoo.com>
Cc: Ryan Christopher Bean <rbean@clemson.edu>
Subject: RE: 2868 E peach Rd ridgeway.

Hi Eswin,

I would recommend crape myrtles of various colors and maximum heights.

I would recommend sawtooth oak, Shumard oak, red oaks, red maples, hollies, magnolias, dogwood, red bud, cryptomeria, sycamore, zelkova, elms

More trees can be found at the SC Forestry Commission website https://www.state.sc.us/forest/nur.htm

Below is some information on tree production

https://hort.ifas.ufl.edu/woody/nursery-production.shtml

https://extension.tennessee.edu/mtnpi/Documents/handouts/Field%20Production/Field_Production_Handout-8-09.pdf

https://extension.arizona.edu/sites/extension.arizona.edu/files/pubs/az1393-2017.pdf

Sincerely,

Jackie

003

Jackie Jordan CLEMSON UNIVERSITY
Cooperative Extension
Area Horticulture Agent, Master Gardener Coordinator
Fairfield, Kershaw, Richland Counties
803-865-1216

Clemson University Cooperative Extension Service offers its programs to people of all ages, regardless of race, color, gender, religion, national origin, disability, political beliefs, sexual orientation, gender identity, marital or family status and is an equal opportunity employer.

From: capitalstone01 <capitalstone01@yahoo.com>
Sent: Monday, April 1, 2019 12:56 PM
To: Jacqueline Kopack Jordan <jkopack@clemson.edu>
Subject: 2868 E peach Rd ridgeway.

Hey lady.

I have got my soil results back they also forwarded to you as well.

I like to know what will be your recommendation as to what type of trees and when I can do my planting.

I really appreciate the help.

Look forward hearing from you.

Thanks Eswin

Sent via the Samsung Galaxy S8+, an AT&T 5G Evolution smartphone

MASSEY FERGUSON

NANCE TRACTOR
450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

KUHN

SOLD TO
AGUI01 AGUILAR-PINEDA
238 RIMER POND RD
BLYTHEWOOD, SC 29016

SHIP TO

Sold By: AM PO #: 4707CAB Date 4/24/19 EQUIPMENT SALE EM01259
Ship By: Tax #: 11:43:42 PRT: 1

Tax	D	Qty	Description		Price	Amount
			EQUIPMENT SALE			
00000			236016 MF MF4707 SER#:MC040EJ5236016	MF4707		51200.00
			FINANCING			
00000			FINANCING			51200.00-
			INCLUDES 3RD FUNCTION VALVE			

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

X_____ Charge Sale

Phone: (803)238-9063

PAY THIS AMOUNT $0.00

MASSEY FERGUSON

NANCE TRACTOR
450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

005

KUHN

SOLD TO
AGUI01 AGUILAR-PINEDA
238 RIMER POND RD
BLYTHEWOOD, SC 29016

SHIP TO

Sold By: AM PO #: MD144BATWING Date 4/24/19 EQUIPMENT SALE EM01260
Ship By: Tax #: 11:46:09 PRT: 2 Open

Tax	D	Qty	Description	Price	Amount
			EQUIPMENT SALE		
00000			010016 BUSH MD144 12' CUTTER		10000.00
			SER#:18MD144181010016		

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

** SUBTOTAL 10000.00

X_____ Charge Sale

Phone: (803)238-9063

PAY THIS AMOUNT $10000.00

MASSEY FERGUSON

NANCE TRACTOR
450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

006

KUHN

SOLD TO
AGUI01 AGUILAR-PINEDA
238 RIMER POND RD
BLYTHEWOOD, SC 29016

SHIP TO

Sold By: AM PO #: MD144BATWING Date 4/26/19 EQUIPMENT SALE EM01260
Ship By: Tax #: 16:35:58 PRT: 3 Open

Tax	D	Qty	Description	Price	Amount
			EQUIPMENT SALE		
00000		010016	BUSH MD144 12' CUTTER		10000.00
			SER#:18MD144181010016		

Pd 4/26/19

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

** SUBTOTAL 10000.00

X_____ Charge Sale

Phone: (803)238-9063

PAY THIS AMOUNT ➡ $10000.00

MASSEY FERGUSON

NANCE TRACTOR
450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

SOLD TO
AGUI01 AGUILAR-PINEDA
2368 EAST PEACH RD.
RIDGEWAY, SC 29130

SHIP TO

Sold By: AM PO #: 4707CAB Date 4/24/19 EQUIPMENT SALE EM01259
Ship By: Tax #: 9:09:54 PRT: 4

Tax	D	Qty	Description		Price	Amount
			EQUIPMENT SALE			
00000			236016 MF MF4707 SER#:MC040EJ5236016	MF4707		51000.00
			FINANCING			
00000			FINANCING			51000.00-
			INCLUDES 3RD FUNCTION VALVE			

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

X_____ Charge Sale

Phone: (803)238-9063

PAY THIS AMOUNT ➧ 00.00

CHUBB Chubb Group of Insurance Companies

DUAL INTEREST PROPERTY 008
INSTALLMENT SALES CERTIFICATE

Program Administrator: Holmes Murphy & Associates

Certificate Number: 001-0500465-000

Buyer: **ESWIN ARIEL AGUILAR-PINEDA**
238 RIMER POND RD
BLYTHEWOOD, SC 29016

Pd off So this is terminated at payoff

Effective Date: 4/24/2019 Expiration Date: 05/01/2022 Premium: $1548.29

This is to certify that:

AGCO Finance LLC (hereinafter "Insured"")

has obtained a DUAL INTEREST INSTALLMENT SALES PROPERTY insurance policy from the Federal Insurance Company under policy number 668 64 15, insuring their interest and their buyers interest in property sold under conditional sales agreements or deferred payment agreements which transfer the ownership of such property to the buyer. The buyer listed above is a loss payee under this policy but only as respects the item(s) listed below.

Coverage is provided for the term shown above only if Insured has paid the premium for the insurance.

This insurance will terminate: (1) on the date the final payment is originally scheduled to be made pursuant to the payment schedule in the conditional sales agreement or deferred payment agreement, regardless of whether any payments have been deferred or extensions of the term of such agreement have been agreed to; (2) when Insured's interest in the agreement is satisfied; or (3) ten days after Insured notifies their authorized insurance representative that such insurance should be terminated because buyer failed to perform buyer's obligations under the conditional sales agreement or deferred payment agreement, whichever is earlier. If the insurance is terminated because buyer failed to perform buyer's obligations under the conditional sales agreement or deferred payment agreement, Insured's insurance representative will provide buyer with notice of termination during such ten day period. Buyer should consult the entire certificate of insurance for further information regarding the terms and conditions of the Dual Interest Installment Sales policy issued to Insured.

EQUIPMENT COVERED

Year	Make	Model	Serial Number	Insured Value
2019	MASSEY FERGUSON	MF- MF4707	MC040EJ5236016	See Fin. Contract

See Contract for additional equipment

Deductible: With respect to covered property (other than combines and headers), 5% of the adjusted loss to such covered property or $500, whichever is greater. With respect to combines and headers, 5% of the adjusted loss to such covered property or $1,000, whichever is greater.

If the equipment is lost or damaged buyer must take the following steps:
166. Report it to the Police if any law has been broken;
167. Report it to the Fire Department in the event the equipment is damaged by fire;
168. Protect the equipment from further damage
169. Allow us or our authorized representative to inspect covered property prior to making any repairs.
170. Report the loss to Holmes Murphy & Associates, Attn: Claim Representative, Box 2000, Johnston, IA 50131-0020
Telephone: (888) 989-8525 ext. 5129

Date Issued: 05/01/2019

Authorized Representative:

Clientlist #1

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A. Insured's interest in the **dual interest installment sales property** ceases;
B. this certificate expires or is cancelled; or
C. on the date the final payment is scheduled to be made pursuant to the payment schedule in the conditional sales agreement or deferred payment agreement, including any extensions of the term of such agreements that have been agreed to, provided that, no coverage will attach to such extension unless and until Insured pays an additional premium for the extension.

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Exclusions

Acts Or Decisions-
This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Artificial Currents-
This insurance does not apply to loss or damage caused by or resulting from artificially generated electric currents.
This exclusion does not apply to:
· **electronic data processing hardware**; or
· ensuing loss or damage unless another exclusion applies.

Buyer Conversion, Theft and Voluntary Parting –
This insurance does not apply to loss or damage caused by or resulting from:

· conversion or theft by a buyer or a buyer's partners, directors, trustees, and employees or by anyone authorized to act for a buyer, or anyone to whom a buyer entrusts **dual interest installment sales property** for any purpose;
· a buyer's voluntary parting with title or possession of the **dual interest installment sales property**, even if fraudulently induced to do so by a trick, scheme, device or false pretense.

Disappearance –
This insurance does not apply to loss or damage caused by or resulting from disappearance or shortage disclosed on taking inventory, where there is no physical evidence to show what happened.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Dishonesty –
This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions committed alone or in collusion with others by Insured, Insured's partners, directors, trustees, and employees or by anyone authorized to act for Insured, or anyone to whom Insured has entrusted covered property for any purpose.

This exclusion does not apply to:
A. acts committed by carriers for hire, or anyone claiming to be a carrier for hire, other than:
   1. Insured, Insured's partners, directors, trustees and employees; or
   2. anyone authorized to act for Insured;
B. acts committed by a warehouseman for hire, other than Insured, Insured's partners, directors, trustees, and employees or anyone authorized to act for Insured; or
C. ensuing loss or damage unless another exclusion applies.

Fungus
This insurance does not apply to loss or damage;
· which is **fungus**;
· which is in anyway attributed to the presence of **fungus**; or
· caused by or resulting from **fungus**,

regardless of any other cause or event that directly or indirectly:

· contributes concurrently to;
· contributes in any sequence to; or
· worsens,

the loss or damage, even if such other cause or event would otherwise be covered.
This **Fungus** exclusion does not apply when the presence of **fungus** results from:
· explosion;
· fire;
· leakage from fire protection equipment; or
· lightning.

Governmental Action –

The following summarizes the **dual interest installment sales property** policy purchased by Insured. If the terms and conditions of the certificate and policy differ or conflict, those of the policy will apply and control. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage provided by the **dual interest installment sales property** policy. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the **dual interest installment sales** policy is subject to all the terms, exclusions and conditions of such policy.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this certificate. Throughout this certificate the words "you" and "your" refer to the buyer of equipment shown on the first page of this certificate. The words "we," "us" and "our" refer to the company providing this insurance. "Insured" refers to AGCO Finance LLC.

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Coverage

Dual interest installment sales property - We will pay for direct physical loss or damage to **dual interest installment sales property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Insured Value shown on the certificate.

Additional Coverages

Removal

We will pay for the cost to remove **dual interest installment sales property** from any premises if you must move the **dual interest installment sales property** from a premises to preserve it from loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed $250 in any one occurrence.

This Additional Coverage does not apply to the cost to repossess **dual interest installment sales property**.

Debris Removal

We will pay for the costs you incur to remove debris of damaged **dual interest installment sales property** caused by or resulting from a peril not otherwise excluded, not to exceed to $250 in any one occurrence.

Debris removal will be paid only if reported to us in writing within 180 days of the date of the direct physical loss or damage to the **dual interest installment sales property**.

Debris removal does not apply to costs to:
- clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure; or
- clean up, remove, restore or replace polluted air, land or water, either inside or outside of a building or other structure.

Electronic Data Recovery Costs

We will pay for **electronic data recovery costs** as a result of direct physical loss or damage to **electronic data** or a system caused by or resulting from **malicious programming**.

The most we will pay at all premises for the sum of such **electronic data recovery costs** that occur during each separate 12- month policy period, regardless of whether this additional coverage appears in any other contract that form a part of this policy is $250.

Pollutant CleanUp Or Removal

We will pay the costs you incur to clean up or remove **pollutants** from air, land or water if:
- the **pollutants** were part of **dual interest installment sales property**; and
- the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**.

The most we will pay for the sum of all such covered costs caused by or resulting from perils not otherwise excluded that occur during each separate 12 month policy period is $250.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing which is performed during the clean up or removal of the **pollutants** from the air, land or water, either inside or outside of a building or other structure.

Attachment and Termination of Coverage

Coverage begins, subject to all other terms, conditions and limitations of this policy, on the effective date of the conditional sales agreement or deferred payment agreement for the **dual interest installment sales property**, but not before the effective date of the **dual interest installment sales property** policy purchased by Insured. In no event will coverage attach unless and until Insured pays the premium for the **dual interest installment sales property**.

Coverage ends when the first of the following occurs:

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority, regardless of any other cause or event that directly or indirectly:
- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this insurance.

Insects or Animals-
This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of:
- insects;
- birds;
- rodents; or
- other animals.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Latent Defect –
This insurance does not apply to loss or damage caused by or resulting from latent defect or any quality within the dual interest installment sales property, which causes loss or damage to it.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Loss Of Market –
This insurance does not apply to loss or damage caused by or resulting from loss of market, loss of use or delay.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Marring Or Scratching-
This insurance does not apply to loss or damage caused by or resulting from marring or scratching of dual interest installment sales property

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Mechanical Breakdown –
This insurance does not apply to loss or damage caused by or resulting from mechanical breakdown of the dual interest installment sales property.
This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Mistakes –
This insurance does not apply to loss or damage caused by or resulting from error in the development, distribution, processing, manufacturing, testing, installation, alteration or repair of the dual interest installment sales property.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Nuclear Hazard –
This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:
- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to ensuing loss or damage caused by or resulting from fire, if the fire would be covered under this insurance.

Planning, Design, Materials Or Maintenance –
This insurance does not apply to loss or damage (including the cost of correcting or making good) caused by or resulting from any faulty, inadequate or defective:
- planning, zoning, development, surveying, site selection;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance, of part or all of any property on or off the premises shown in the Declarations.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Pollutants –

This insurance does not apply to:

A. loss or damage caused by or resulting from the mixture of or contact with property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:

1. itself or other property;
2. persons, animals or plants;
3. air, land or water; or
4. any other part of an environment, either inside or outside of a building or other structure.

This exclusion applies regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to;
2. contributes in any sequence to; or
3. worsens,

the loss or damage, even if such other cause or event would otherwise be covered. But Paragraph A. does not apply to:

1. the mixture of or contact between property and **pollutants** if the mixture or contact is directly caused by or directly resulting from a **specified peril**;
2. the mixture of or contact between property you own, use or operate and **pollutants** if:
   a. the **pollutants** were part of or emitted from such property; and
   b. the mixture of or contact between such property and **pollutants** is directly caused by or directly resulting from direct physical loss or damage to such property directly caused by or directly resulting from a peril not otherwise excluded;
3. a gas, water or other liquid which escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground oil tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
4. any solid, liquid or gas used to suppress fire;
5. water that:
   a. backs up or overflows through sewers, drains or sump;
   b. seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
   c. enters doors, windows or other openings in any building or other structure.

Paragraphs 2 through 4 immediately above do not apply to loss or damage involving radon or any other naturally occurring gaseous irritant or contaminant.

B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants** regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But Paragraph B. does not apply to the Additional Coverage, Pollutant Clean Up Or Removal.

Property In The Open –

This insurance does not apply to **dual interest installment sales property** in the open caused by or resulting from dust, ice, rain, sand, sleet or snow.

Rust, Oxidation, Corrosion Or Discoloration –

This insurance does not apply to loss or damage caused by or resulting from rust, oxidation, corrosion or discoloration.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Tires Or Tubes –

This insurance does not apply to loss or damage to tires or tubes of **dual interest installment sales property**.

This exclusion does not apply to:

- ensuing loss or damage unless another exclusion applies; or
- loss or damage caused by fire, malicious mischief, theft, vandalism, or windstorm.

War And Military Action –

This insurance does not apply to loss or damage caused by or resulting from:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly:
· contributes concurrently to;
· contributes in any sequence to; or
· worsens,

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the loss or damage, even if such other cause or event would otherwise be covered.

Wear And Tear –
This insurance does not apply to loss or damage caused by or resulting from wear and tear or gradual deterioration.
This exclusion does not apply to ensuing loss or damage unless another exclusion applies.

Coverage Territory

The coverage territory is anywhere within, and in transit within and between the continental limits of the United States of America, Hawaii, Puerto Rico, territories and possessions of the United States of America, and Canada, excluding waterborne shipments:
· to or from Alaska, Hawaii, or Puerto Rico;
· to or from territories or possessions of the United States of America, or
· which pass through, or which are intended to pass through, the Panama Canal.

Limits Of Insurance

The most we will pay in any one occurrence for all items covered under this certificate, is the amount of loss or damage, not to exceed the Insured Value shown on the first page of this certificate regardless of whether any Coverage or Additional Coverage appears in any other contract or contracts which form a part of this policy.

Deductible
We will pay the amount of loss or damage in excess of the applicable deductible amount shown on this certificate for the item(s) damaged. This deductible will apply for each occurrence.

If two or more deductibles apply to the same occurrence, only the largest single deductible will apply, unless otherwise stated.

Loss Payment Basis
Subject to the applicable Insured Value for **Dual Interest Installment sales property** shown on the first page of this certificate, **dual interest installment sales property** is valued on an Actual Cash Value basis as shown below.

Our Loss Payment Options - In the event of loss or damage covered by this insurance, at our option we will either:
· pay the covered value of the lost or damaged **dual interest installment sales property;**
· pay the cost of repairing or replacing the lost or damaged **dual interest installment sales property;**
· take all or any part of the **dual interest installment sales property** at an agreed or appraised value; or
· repair or replace the **dual interest installment sales property** with other **dual interest installment sales property** of comparable material and quality for the same use.

Actual Cash Value Basis - Lost or damaged **dual interest installment sales property** will be valued at the full cost to repair or replace it on the date of loss or damage with material of like kind and quality, less allowance for each of the following:
· physical deterioration;
· depreciation;
· obsolescence, and
· depletion.

Loss Payment Basis
Exceptions

Abandoned Property -
We will not pay for loss or damage to **dual interest installment sales property** after such property has been abandoned.

Conditions

Abandonment –
There can be no abandonment of any **dual interest installment sales property** to us unless we specifically agree to such abandonment in writing.

Loss Payment –
A. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss from you and Insured, if you have complied with all of the terms of this insurance, and
   · we have reached agreement with you and Insured on the amount of loss, or
   · an appraisal award has been made.

B. We will not pay you more than your financial interest in the covered **dual interest installment sales property.**
C. We may adjust losses with the owners of lost or damaged **dual interest installment sales property** if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' **dual interest installment sales property.** We will not pay the owners more than their financial interest in the insured **dual interest installment sales property.**
D. We may elect to defend you against suits arising from claims of owners of **dual interest installment sales property.** We will do this at our expense.
E. We may, at our sole discretion, make payment directly to the person or organization that repairs or replaces the **dual interest installment sales property.**

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Other Insurance –
If you have other insurance against loss or damage covered by this policy, we shall not pay any amount greater than the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total applicable limits of insurance covering the loss or damage.

Recovered Dual Interest Installment sales property –
If any lost or damaged **dual interest installment sales property** is recovered by you, us or Insured after a loss payment is made, the party making the recovery must give Insured or us prompt notice.

If any lost or damaged **dual interest installment sales property** has a salvage value, Insured shall control the disposition of such salvage.

When **dual interest installment sales property** is recovered, Insured may:
· keep the recovered **dual interest installment sales property** and return the loss payment; or
· keep the loss payment and we will keep the recovered **dual interest installment sales property.**

If any recovered **dual interest installment sales property** has salvage value, or if there is any money recovered through subrogation, we will reimburse buyer or Insured from the amount recovered for the deductible amount that was paid.

If there are any expenses in recovering any lost or damaged **dual interest installment sales property,** or through subrogation, we will share the expenses with Insured in proportion to the amount we are each reimbursed.

Definitions **WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CERTIFICATE:**

Dual interest installment sales property means property of the type per schedule on policy:
67. sold to you under a conditional sales agreement or deferred payment agreement which transfers ownership of such property to a buyer; and
68. Insured has obtained insurance against direct physical loss or damage and named you as a loss payee.

Dual interest installment sales property does not mean:
· accounts, bills, deeds, evidences of debt or other valuable papers or records;
· aircraft, licensed motor vehicles (except as specified in the schedule), semi-trailers or watercraft;
· bridges, tunnels. Piers, wharves, or docks;
· buildings and other structures;
· equipment in course of manufacture;
· jewelry, watches, furs, garments trimmed with fur, bullion, precious metals, precious or semi-precious stones or gems, or stamps or coins whose value exceeds face value;
· media;
· money, notes or securities;
· property after Insured's interest in it ceases;
· property when there is no written contract or written agreement between you and a buyer of property stipulating that a buyer shall bear and assume responsibility for loss or damage howsoever caused; or
· railroad locomotives and rolling stock.

Electronic data means:
· software, data or other information that is in electronic form.

Electronic data processing hardware means:
· data processing systems;
· electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and
· equipment, component parts and related peripheral equipment, including air conditioning and fire protective equipment, used solely for data processing operations.

Electronic data processing hardware does not mean:
· accounts, bills, deeds, evidences of debt or other valuable papers or records;
· equipment in course of manufacture;
· media;
· money, notes or securities;
· property after your interest in it ceases;
· property when there is no written contract or written agreement between you and a lessee of the property stipulating that a lessee shall bear and assume responsibility for loss or damage howsoever caused;

- telephone equipment; or
- the interest of a lessee in such property.

Electronic data processing media means:
- punch cards, tapes, discs, diskettes, drums, cells;
- other magnetic or optical recording or storage devices;
- electronic data recorded on such media; and
- any original source material used to enter or program such information, you own or in your care, custody or control.

Electronic data processing media does not mean:
- accounts, bills, deeds or evidences of debt;
- aircraft, motor vehicles, trailers, semi-trailers or watercraft;
- equipment held for sale or distribution;
- jewelry, watches, furs, garments trimmed with fur, bullion, precious metals, precious or semi-precious stones or gems, or stamps or coins whose value exceeds face value;
- money, notes or securities;
- prepackaged software programs;
- media held for sale or distribution;
- media that has been sold;
- property in course of manufacture; or
- telephone equipment.

Electronic data recovery costs means:
the reasonable and necessary costs the Insured incurs to:

- copy, re-create, replace or retrieve electronic data the Insured owns or uses, or which resides on a system the Insured owns or uses or leases; and
- restore a system the Insured owns or leases to the functionality that existed prior to the **malicious programming**.

Electronic data recovery cost does not mean:
- the cost to repair or replace **electronic data processing equipment** or **telephone equipment** which suffers direct physical loss or damage.

Fungus means any:
- mildew, mold, or other fungi;
- other microorganisms; or
- mycotoxins, spores, or other by products of any of the foregoing; or
- colony or group of any of the foregoing.

Malicious programming means:
an illegal or malicious entry into **electronic data** or a system which results in functions that:
- distort;
- corrupt;
- manipulate;
- copy;
- delete;
- destroy; or
- slow down,

such **electronic data** or system.

Malicious programming does not mean loss resulting from theft of telephone services.

Media means:
- punch cards, tapes, discs, diskettes, drums, and cells;
- other magnetic or optical recording or storage devices;
- the information recorded on this media; and
- the original source material used to enter data and/or program media.

Pollutants means:
- any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioning or reclaimed;

Pollutants does not mean **fungus**.

Specified peril *means:*
- aircraft or self-propelled missiles;
- explosion;
- fire or lightning;
- leakage from fire protection equipment;
- mine subsidence;

- riot or civil commotion;
- sinkhole collapse;
- smoke;
- vandalism;
- vehicles;
- volcanic action;
- wind or hail, or
- crash, collision, upset or overturn.

Cancellation

If you fail to perform your obligations under the conditional sales agreement or deferred payment agreement, Insured may cancel this certificate 10 days after Insured notifies its authorized representative.

We may cancel the policy issued to Insured at any time by sending to Insured a notice 60 days (20 days in the event of non payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to Insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. Cancellation of Insured's policy shall not affect the insurance provided to Insured and you for conditional sales or deferred payment agreements to which such insurance has attached prior to the effective date of cancellation.

We have no obligation to send notice of cancellation to you.

Concealment Or Misrepresentation

This insurance is void if you or Insured intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

Compliance By Certificate Holder

We have no duty to provide coverage under this policy unless you and Insured have fully complied with all the terms and conditions of the policy.

First Named Insured

Insured will act on behalf of you for the giving and receiving of notice of cancellation or non-renewal, negotiating and agreeing to coverage changes and the receiving and distributing of any premiums that become payable under the policy.

Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent.

Your Duties In the Event of Loss or Damage

You must see to it that the following are done in the event of loss or damage:

- Notify us, Insured, or one of our authorized representatives, as soon as possible, as to what occurred. Include a description of the property involved, the time and place of the loss or damage, and names and addresses of available witnesses.
- Notify the police if a law may have been broken.
- Notify the fire department if the equipment is damaged by fire.
- Take every reasonable step to protect the property from further damage, and keep a record of your expenses necessary to protect such property for consideration in the settlement of the property claim. This will not increase any Limit of Insurance. Also, if feasible, set such damaged property aside and in the best possible order for examination.
- File with us, or with our authorized representative, sworn proof of loss within 90 days after the date of loss or damage.
- Cooperate with us in the investigation, settlement or handling of any claim.
- Authorize us to obtain records or reports necessary for our investigation.
- At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss or damage claimed.
- As often as may be reasonably required, permit us to inspect the property and examine your books and records.
- Permit us to take samples of the damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- Permit us to examine you or any of your employees under oath, outside the presence of any other person at such times as may be reasonably required, about any matter relating to this insurance or the claim, including your books and records. In the event of an examination, an Insured's answers must be signed.

Failure of an agent or one of your employees, other than an officer, to notify us of any loss or damage that they know about will not affect the insurance afforded you by this policy.

RETAIL INSTALMENT CONTRACT AND SECURITY AGREEMENT (Agricultural and Commercial Use)

1-500465 0017-Seng 1 0

AGCO Finance LLC ("Assignee") Commitment Number: T044210

BUYER		SELLER	
CONTRACT NUMBER		DEALER CODE	009078.0100
NAME	ESWIN ARIEL AGUILAR-PINEDA	CONTRACT DATE	04/24/19
ADDRESS	238 RIMER POND RD	NAME	NANCE TRACTOR & IMPLEMENT INC
CITY & STATE	BLYTHEWOOD SC	CITY & STATE	MCCONNELLS SC
ZIP CODE	29016 TELEPHONE NO (803)238-9083	ZIP CODE	29726
EMAIL ADDRESS			

PAYMENT SCHEDULE – EQUAL INSTALMENTS:

Monthly - ☒ Quarterly - ☐ Semiannual - ☐ Annual - ☐

Number of Payments	Amount of Each Payment	First Payment Date
36	$ 1,586.16	06/01/19

IRREGULAR INSTALMENTS: Irregular instalments are due as follows:

PAY INSTALMENTS TO: AGCO Finance LLC, P.O. Box 9263, Des Moines, IA 50306-9263

DESCRIPTION OF PURCHASED MACHINERY / COLLATERAL: Note: Machinery described below as "New" does not necessarily mean the Machinery was manufactured in the current year.

NEW/ USED	MAKE AND MODEL NUMBER	SERIAL NUMBER	DESCRIBE PROPERTY PURCHASED	CASH PRICE
N	MASSEY FERGUSON MF4707	MC040EJ5236016	TRACTOR/LOADER	51,200.00

DESCRIPTION OF TRADE-IN MACHINERY: Except as shown and described below, Buyer represents and warrants that trade-in property is free and clear of all security agreements, liens and encumbrances.

MAKE AND MODEL NUMBER	SERIAL NUMBER	TRADE-IN ALLOWANCE	LESS OWING	NET TRADE-IN

ANALYSIS OF SALE

Cash Price	1.	51,200.00
Sales Taxes	2.	.00
Total Cash Price (1+2)	3.	51,200.00
Cash Down Payment	4.	.00
Net Trade-In	5.	.00
Total Down Payment (4+5)	6.	.00
Unpaid Balance of Total Cash Price (3-6)	7.	51,200.00
Other Charges:		
a. Physical Damage Insurance	8.	1,548.29
b. Filing Fees	9.	8.00
c. Administration Fee	10.	175.00
d. Other (describe)	11.	.00
Total Other Charges (8+9+10+11)	12.	1,731.29
Amount Financed (Basic Time Price) (7+12)	13.	52,931.29
Finance Charge (Time-Price Differential)	14.	4,170.47
Total of Payments (Time-Price Balance) (13+14)	15.	57,101.76
Total Credit Sale Price (3+12+14)	16.	57,101.76
Deferred Finance Charge Rate	17.	4.990 %

This space left intentionally blank

Pursuant to the terms of this contract (this "Contract"), the undersigned Buyer (if more than one, jointly and severally), having been quoted a Time Price and a lower Cash Price, hereby purchases the property described above (the "Machinery") from the undersigned Seller for the Total Credit Sale Price indicated in the Analysis of Sale, subject to the terms and conditions hereunder and on the pages that follow and promises to make the Total of Payments as set forth above.

ADDITIONAL TERMS AND CONDITIONS

Precomputed Contract. This is a precomputed contract. This means that the Total of Payments is computed in advance assuming all payments are made when due. The Total of Payments is comprised of the Amount Financed and the Deferred Finance Charge. The Deferred Finance Charge is also determined in advance assuming an annual interest rate of 4.990 % beginning on 05/01/19.

Administration Fee. Buyer agrees to pay a fee of $ 175.00. Buyer understands that all or a portion of this fee may be shared between the Assignee and the Seller and that Assignee and Seller may make a profit on this fee.

Late Payments and Dishonored Payments. Each instalment past due more than 10 days shall be subject to a late charge accrued at an interest rate equal to 1.75% per month from the due date until paid or $1, whichever is greater. In the event any check or other form of payment made by Buyer is returned for any reason, Buyer agrees to pay Seller the lesser of $30 or the maximum amount permitted by law. Such amount shall, as specified by Seller, be paid on demand or be added to the Total of Payments payable hereunder and Buyer promises to pay the resulting increase in the instalments. In no event shall amounts chargeable hereunder exceed the maximum amount permitted under applicable law.

Prepayment Penalty. Buyer may prepay this Contract in whole or in part at any time without penalty.

Insurance. Buyer ☒ does or ☐ does not elect to obtain physical damage insurance for the Machinery through a group policy arranged by Assignee. By signing below, Buyer acknowledges having read the accompanying Customer Agreement to Provide Physical Damage Insurance, Buyer understands the terms contained therein and represents that information contained therein related to Buyer is true and correct.

Following assignment of this Contract, all references to "Seller" in this Contract shall be deemed references to "Assignee." Buyer acknowledges that Seller is not the agent of Assignee, that any representations or warranties made by Seller are not binding on Assignee, and that Seller does not have the authority to modify any term or provision of this Contract subsequent to assignment of this Contract by Seller.

NOTICE TO BUYER

1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COMPLETELY FILLED IN COPY OF THIS CONTRACT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
2. UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE; (B) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT WITHIN THE TIME PROVIDED BY LAW; (C) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED.
3. BUYER ACKNOWLEDGES HAVING READ THE ENTIRE CONTRACT (INCLUDING THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON PAGE 2) AND ACKNOWLEDGES RECEIPT OF A TRUE COPY AT THE TIME OF ITS EXECUTION.

BUYER	SELLER
Buyer's Name: ESWIN ARIEL AGUILAR-PINEDA	Seller's Name: NANCE TRACTOR & IMPLEMENT INC
Signature: Eswin Ariel Aguilar Pineda	Signature:
Print Name:	Print Name: Title:

1. Delivery and Acceptance: Buyer acknowledges receipt of the Machinery in good order and condition and, to the extent permitted by applicable law, waives any and all rights Buyer may have to rescind this Contract, reject the Machinery or revoke acceptance of the Machinery.

2. Disclaimer of Warranties (Except Residents of Kansas): BUYER AGREES TO ACCEPT THE MACHINERY IN ITS AS-IS, WHERE-IS CONDITION WHEN DELIVERED AND ACKNOWLEDGES THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS PROVIDED BY SELLER OR ASSIGNEE TO BE APPLICABLE TO THIS CONTRACT OR THE MACHINERY. ANY ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN THIRTEEN (13) MONTHS FOLLOWING DELIVERY.

3. Grant of Security Interest under the Uniform Commercial Code. In order to secure payment of the indebtedness contained herein and for all other amounts due or to become due hereunder and for each and every other obligation now or hereafter owing by Buyer to Seller and/or Assignee, the undersigned Buyer hereby grants to Seller a security interest in the Machinery, including the proceeds thereof, together with all repairs, replacements and accessions now or thereafter appertaining thereto until all indebtedness is paid in full.

4. Assignment; Acknowledgements of Buyer: Buyer may not assign this Contract without Seller's prior written consent. No assignment or extension hereof or of any interest herein, or loss, injury or destruction of Machinery shall release Buyer from its obligations hereunder. Seller may assign this Contract in whole or in part and Assignee shall succeed to all Seller's rights hereunder, but shall have none of Seller's obligations. Buyer's obligation to pay directly to Assignee any amounts payable hereunder is absolute and unconditional under all circumstances and is not subject to any abatement, reduction, setoff, recoupment, claim, defense or counterclaim of any kind or for any reason whatsoever, all of which are hereby expressly waived by Buyer as against Assignee. Buyer shall not assert against Assignee any claim, defense, setoff, reduction, dispute, recoupment or counterclaim of any kind or for any reason whatsoever which Buyer may have against Seller or manufacturer of the property. IN NO CASE SHALL SELLER OR ASSIGNEE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE MACHINERY, THE CLAIMS OF THIRD PARTIES AND INJURY TO THE MACHINERY. Buyer further acknowledges each of the following (a) Assignee is not the manufacturer of the Machinery or the manufacturer's agent or a dealer therein; (b) the Machinery is of a size, design, capacity, description and manufacturer selected by Buyer; (c) Buyer is satisfied that the Machinery is fit for Buyer's purposes; (d) Assignee has no knowledge or information regarding the condition or suitability of the Machinery for Buyer's purposes; and (e) Assignee has relied upon Buyer's warranties, agreements and covenants herein.

5. Representations, Warranties and Covenants: Buyer represents, warrants and covenants that: (a) the trade-in property, if any, is free and clear of all security agreements, liens and encumbrances; (b) if Buyer is a legal entity, it is duly organized, validly existing and in good standing under applicable law; (c) this Contract is a legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with the terms thereof and does not violate or create a default under any other instrument or agreement to which Buyer is a party; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Buyer, the Machinery, or this Contract; (e) Buyer will comply in all respects with all Federal, state and local laws and regulations the violation of which could have a material adverse effect upon the Machinery or Buyer's performance of its obligations under this Contract; (f) Buyer will provide to Seller such other information and documents as Seller may reasonably request; (g) the Machinery is purchased for agricultural or commercial purposes and not for personal, family or household purposes; and (h) all of the Machinery is tangible personal property and will not be attached or affixed to real property in any manner. Buyer's representations, warranties and covenants shall survive termination of this Contract and Buyer agrees to indemnify and hold Seller and/or Assignee harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees resulting from breach of any of the foregoing.

6. Use, Location and Maintenance of Machinery: Buyer shall keep the Machinery free of all liens, taxes, encumbrances and seizure or levy. Buyer shall not use the Machinery illegally or damage, abuse, misuse, abandon or lose the Machinery. Buyer shall not sell, lease, rent, abandon, transfer, or otherwise dispose of any interest in the Machinery and shall not move it outside of the contiguous 48 states of the United States. Buyer shall notify Seller of each change in the place where the Machinery is located or used and of any change in the state of Buyer's location (as such term is defined in the Uniform Commercial Code) not more than 20 days following each change in location. Seller may, at any time before or after default, enter any premises under Buyer's control to inspect the Machinery.

7. Insurance: Buyer shall purchase and maintain, at Buyer's expense, standard all-risk type property damage insurance for the actual cash value of the Machinery with a maximum deductible equal to the greater of $500.00 or five percent (5.0%) of the adjusted loss in a form and from an insurer satisfactory to Seller and shall keep such insurance in effect until full payment of this Contract. Such insurance shall provide Seller with 10 days advance notice of cancellation and name Seller as a loss payee through a Lender's Loss Payable Clause. Buyer hereby irrevocably appoints Seller and Assignee or its servicer or sub-servicer, DLL Finance LLC as Buyer's attorney-in-fact (which power shall be deemed coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy and to settle and adjust all claims under any such policy. If Buyer fails to deliver evidence of such a paid-up policy or to furnish other evidence of insurance satisfactory to Seller within 15 days of the date of this Contract or should such insurance be canceled or allowed to lapse before full payment of this Contract, it is understood that Seller may, but shall not be obligated to, purchase or otherwise provide such insurance, in which case Buyer shall reimburse Seller for the cost thereof, together with interest thereon at the Deferred Finance Charge Rate from the date such insurance was purchased or provided by Seller until paid. Such reimbursement amount and the interest thereon shall, as specified by Seller, either be paid on demand or be added to the Total of Payments, and Buyer promises to pay the resulting increase in the payments. Except as may otherwise be separately agreed, neither Seller nor Assignee shall have any responsibility to Buyer for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which Buyer may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Assignee or any insurance premium was financed and included in the Analysis of Sale. In no event shall any interest charge under this Contract exceed the maximum amount allowed by law. Buyer acknowledges that Seller and/or Assignee may make a profit on insurance purchased by Seller or Assignee. There is no insurance coverage for personal liability or property damage caused to others.

8. Default; Remedies: Each of the following is a "Default" under this Contract: (a) Buyer fails to make any Payment or any other obligation when due under this Contract or in any other agreement with Seller, Assignee, or with any of their affiliates or related parties; (b) Seller deems itself insecure; (c) any representation or warranty made by Buyer proves to be incorrect in any material respect when made; (d) Buyer becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (e) Buyer sells all or substantially all of its assets or property; or (f) Buyer shall suffer a material adverse change in its financial condition or operations. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, Seller, at its option, may: (a) terminate this Contract; and/or (b) retain all payments heretofore made by Buyer and declare all indebtedness hereunder, less unearned finance charges, immediately due and payable and Seller shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code and may, without notice, enter any premises where the Machinery may be and take possession thereof and remove the same together with replacements and accessories, or Seller may require Buyer to assemble the property and make it available at a place designated by Seller. In the event Seller seeks to take possession of any or all of the Machinery by court process, Buyer further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Contract. Further, Buyer confesses judgment for purposes of executory process and waives all notices and delays. Seller may resell retaken property at public or private sale with notice to Buyer and the proceeds of any such sale (less reasonable expenses of retaking, repairing, holding, preparing for sale, selling and the like including reasonable attorney's fees and legal expenses) shall be credited upon the amount unpaid. Subject to the limitations of state law, Buyer agrees to pay any deficiency upon demand by Seller, any surplus however, shall be paid to Buyer. Seller may accept partial payments of any sums due herein without waiving or otherwise modifying the terms of this Contract. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Buyer agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred in connection with any Default.

9. Governing Law; Severability; Waiver of Jury Trial: The law of the state of Buyer's address shown on the first page hereof shall govern all matters relating to the validity, effect and enforcement of this Contract. Any provision hereof invalid in any state shall be inoperative as to such state, but without invalidating the remaining provisions hereof. Buyer expressly waives its right to a trial by jury.

10. UCC Filings: Buyer authorizes Seller to file, at Buyer's expense, financing statements with respect to the Machinery and hereby ratifies and approves any financing statement filed prior to the date of this Contract. Buyer hereby appoints Seller (which Seller may act by or through Assignee or Assignee's servicer) as Buyer's attorney-in-fact to do all acts or things which Seller may deem necessary to protect the title and interest hereunder of Seller and Assignee. This power of attorney is coupled with an interest and is irrevocable. If the Machinery is subject to any certificate of title act, Buyer shall immediately apply for/obtain certificate(s) of title and registration for each item of property being purchased; such certificate shall include listing of a lien in the amount of the Total Credit Sale Price listed in the Analysis of Sale on page one, the name of the lienholder shall be Assignee or such other person as Seller shall direct in writing; and Buyer shall provide Seller with evidence of the continuing effectiveness of such lien as may be reasonably requested from time to time. In addition, Buyer shall deliver or cause to be delivered to Seller the original certificate(s) of title for each item of such property. In Florida only, Florida documentary stamp tax required by law in the amount reference in the Analysis of Sale has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 78-8000286320-8.

11. No Modification; Insertion of Serial Numbers and Model Numbers and Corrections of Errors and Information: No modification or addition to this Contract shall be effective unless agreed upon in writing by the parties. Notwithstanding the foregoing, Buyer authorizes Seller to insert in this Contract the serial number and/or model numbers of the Machinery if unknown at the time this Contract is executed, correct any errors in such numbers reflected in this Contract at the time this Contract is executed and correct any other patent errors in the description of the Machinery reflected in this Contract at the time this Contract is executed; to fill in blanks existing in this Contract at the time this Contract is executed; and to correct any patent errors in this Contract.

12. Financial and Credit Information; Communication with Buyer: Buyer authorizes Seller to obtain credit bureau reports and make other credit inquiries that Seller determines are necessary, without notice to Buyer, to update its information so long as the undersigned has any outstanding indebtedness or obligations owed to Seller or Assignee. Buyer further agrees to provide Seller, promptly after request therefore by Seller, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning Buyer that Seller determines are necessary. Buyer providing its email address and/or telephone number in this Contract or otherwise is Buyer's acknowledgment that Seller may retain Buyer's email address and/or telephone number for further communication with Buyer. Buyer agrees to allow Seller to conduct business with Buyer using email or by calling Buyer, regardless of the purpose of Seller's communication, which may include, without limitation, collections and notices under Buyer's agreements with Seller and/or Assignee. Seller reserves the right to use the method of communication it deems best in interacting with Buyer.

13. Application of Payments; Processing Fee. Payments received may be applied at Seller's discretion to obligations hereunder or to any other indebtedness owed by Buyer to Seller despite directions, if any, appearing on the remittance, and to late charges first and then to the amount owing. If Buyer requests to make or authorize a payment via phone, electronically or similarly through Seller, unless otherwise prohibited under applicable law, Buyer agrees to pay all third party expenses associated with processing the payment and a $10 processing fee to Seller, on which Seller may make a profit.

14. Prepayment Refund. Buyer may prepay the full amount of the debt at any time. In the event of prepayment, Buyer may be entitled to a refund of certain unearned finance charges. Unless applicable law requires otherwise, the refund, if any, will be calculated using the actuarial method and Seller will (a) assume that the debt was paid before the date of prepayment according to the disclosed schedule of payments and that all payments were paid on their due dates; and (b) exclude any administration or origination fee from the refund calculation. If a refund is less than $5.00, no refund will be made to Buyer.

15. Counterparts; Facsimile and Electronic Copies: This Contract may be executed and accepted by Seller in any number of counterparts, including facsimile or electronic mail counterparts. Buyer agrees that a copy of this Contract bearing a signature of Buyer which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. Buyer further agrees to not object to the admissibility of a copy of this Contract bearing a signature of Buyer into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that this Contract may be executed in more than one counterpart, the sole execution original of this Contract for purposes of taking possession of this Contract, including without limitation taking possession under UCC 9-330, shall be either: (a) the original of this Contract which bears an original signature of each party to this Contract and which bears the original signature of Assignee accepting the assignment of this Contract or (b) the facsimile, electronic or other counterpart copy of this Contract signed by the parties and bearing the original signature of Assignee accepting the assignment of this Contract, unless this Contract qualifies as electronic chattel paper, in which case UCC 9-105 shall govern to determine control of the single authoritative copy of the Contract.

SELLER'S ASSIGNMENT

For value received, the Seller hereby sells, assigns, and transfers to AGCO Finance LLC (Assignee) all of the Seller's right, title and interest in and to the within Contract and all rights thereunder, together with all the Seller's right, title and interest in and to the property therein described, subject to the terms more fully set out in the Seller's Retail Financing Agreement or the terms of a separate assignment between Seller and Assignee, such assignment to be accepted by Assignee only at its office in Johnston, Iowa.

4-27-19
Date

NANCE TRACTOR & IMPLEMENT INC
Seller's Name

By: _____
Authorized Signature

ASSIGNEE ACCEPTANCE

Assignee hereby accepts Seller's assignment of the within Contract in Johnston, Iowa.

4/29/19
Date

AGCO Finance LLC By: _____
Authorized Signature

AGCO Finance LLC
P.O. Box 2000
Johnston, IA 50131-0020

April 30, 2019

ESWIN ARIEL AGUILAR-PINEDA
238 RIMER POND RD
BLYTHEWOOD SC 29016

NANCE TRACTOR & IMPLEMENT INC
450 CHURCH STREET
MCCONNELLS SC 29726

Re: Agreement Number 001-0500465-000 ("Agreement")

Welcome to AGCO Finance! We are writing to provide you several important details about your new account with AGCO Finance LLC. Please review this letter carefully and contact us via one of the methods below with any questions.

Payments

Enclosed is a copy of your full payment schedule which has been determined in accordance with your Agreement. Please send your scheduled payments to AGCO Finance LLC, P.O. Box 9263, Des Moines, Iowa 50306 or visit www.agcofinance.com to make online payments.

We may report information about your account to one or more credit reporting agencies. Late payments, missed payments, or defaults on your account may be reflected in your credit report.

Equipment Details

Please inspect your equipment to ensure that the following details accurately describe your equipment:

Manufacturer	Model	Description	Serial Numbers
MF-	MF- MF4707	TRACTOR/LOADER	MC040EJ5236016

Insurance

Your Agreement requires you to insure the equipment. The minimum insurance amount required for your equipment is $51200.00. You have elected to satisfy this requirement by purchasing Physical Damage Insurance under a policy arranged by AGCO Finance LLC. A Certificate of Insurance for coverage under this policy is enclosed.

Contact Us

Please contact us at (888) 989-8525, Opt. 3, Opt. 1, Opt. 1 or email customercare@myaccountdata.com with any questions about your account or to report any discrepancies about the equipment or insurance details listed above. To help us provide the best service, please provide your Agreement Number on any correspondence with us.

We appreciate your valued business and thank you for choosing AGCO Finance!

YOUR PAYMENTS ARE DUE		1ST				DAY OF THE MONTH	
Due Date MO/YR	AMOUNT DUE	Due Date MO/YR	AMOUNT DUE	Due Date MO/YR	AMOUNT DUE	Due Date MO/YR	AMOUNT DUE
06 19	$1586.16	12 21	$1586.16				
07 19	$1586.16	01 22	$1586.16				
08 19	$1586.16	02 22	$1586.16				
09 19	$1586.16	03 22	$1586.16				
10 19	$1586.16	04 22	$1586.16				
11 19	$1586.16	05 22	$1586.16				
12 19	$1586.16						
01 20	$1586.16						
02 20	$1586.16						
03 20	$1586.16						
04 20	$1586.16						
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12 20	$1586.16						
01 21	$1586.16						
02 21	$1586.16						
03 21	$1586.16						
04 21	$1586.16						
05 21	$1586.16						
06 21	$1586.16						
07 21	$1586.16						
08 21	$1586.16						
09 21	$1586.16						
10 21	$1586.16						
11 21	$1586.16					Total	$57101.76

AFC 5242 (12/17)

AGCO Finance LLC
PO Box 2000
Johnston, IA 50131-0020

AGCO FINANCE

ESWIN ARIEL AGUILAR-PINEDA
238 RIMER POND RD
BLYTHEWOOD, SC 29016

June 4, 2019

Re: Account # 001-0500465-000
Equipment: Massey Ferguson MF4707 tractor/loader S/N MC040EJ5236016

Dear Customer,

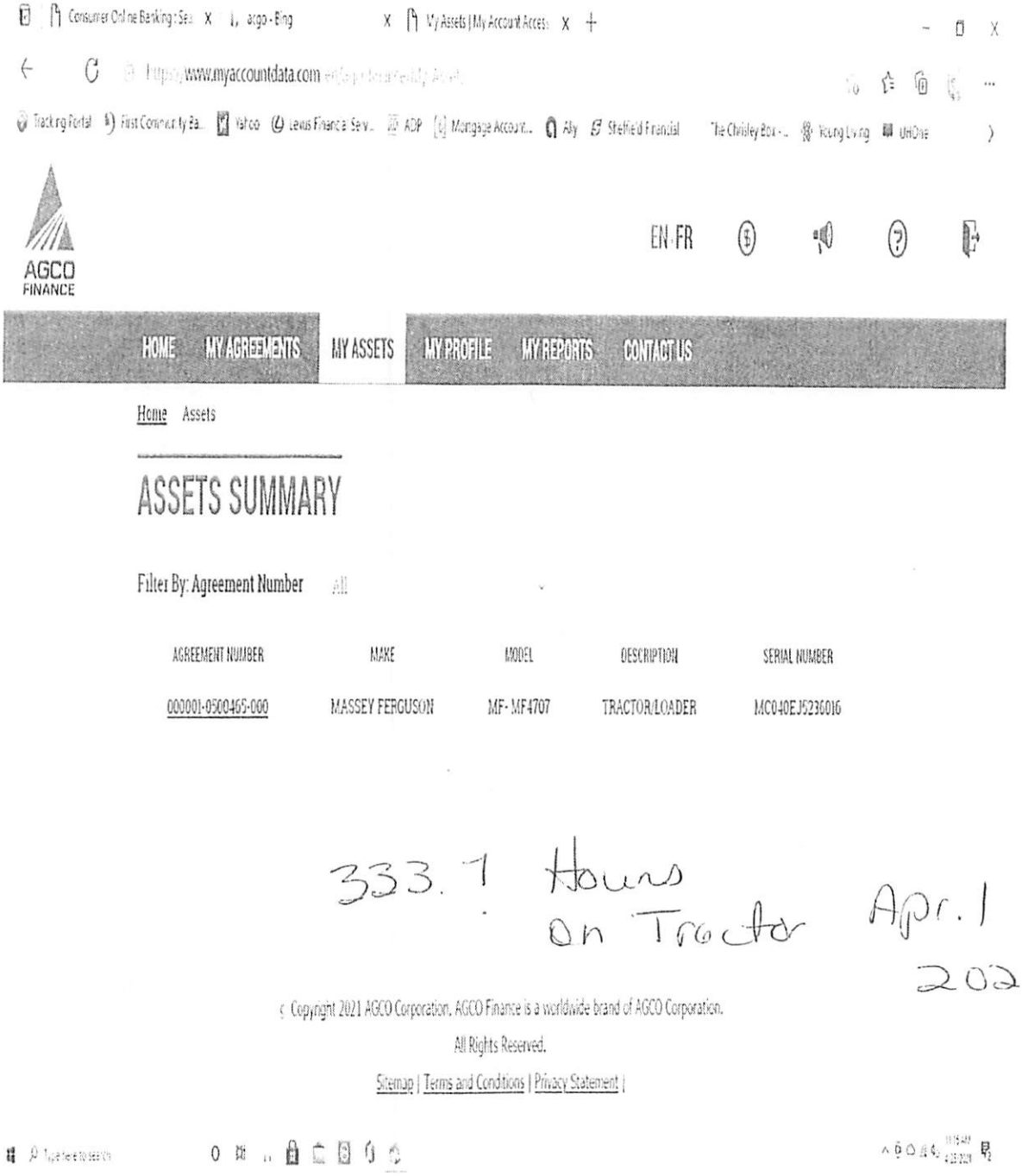
The last receipt on the account was for $40,000.00, deposited on 05/14/2019. If you desire to pay the agreement in full before 06/05/2019, the amount due is $11,561.11. This includes a credit for unearned finance charges in the amount of $4,035.37, which represents the amount of such charges as of the end of the month previous to the letter; and a credit for unearned insurance premium in the amount of $1,505.28. The final payoff amount may also include daily finance charges accrued during the month of this letter.

Please do not hesitate to call us if you have any questions.

Very truly yours,

AGCO Finance LLC

Paid in Full



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https://www.myaccountdata.com

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AGCO FINANCE

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HOME | MY AGREEMENTS | MY ASSETS | MY PROFILE | MY REPORTS | CONTACT US

Home Assets

ASSETS SUMMARY

Filter By: Agreement Number All

AGREEMENT NUMBER	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
000001-0500465-000	MASSEY FERGUSON	MF- MF4707	TRACTOR/LOADER	MC040EJ5236016

333.1 Hours on Tractor Apr. 1 2021

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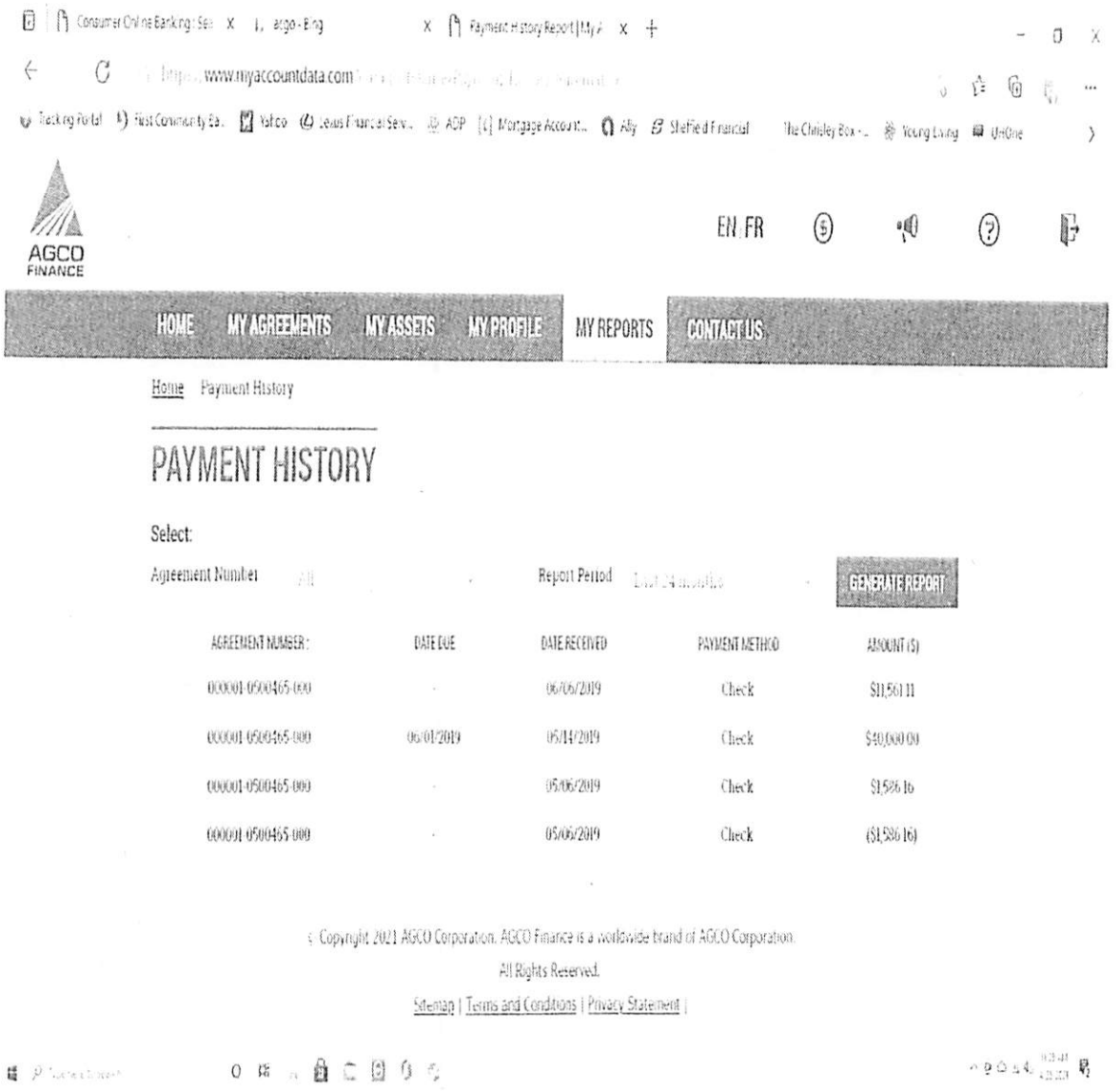
Type here to search



Consumer Online Banking: Sec X | argo - Bing X | Payment History Report | My A X +

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AGCO FINANCE

EN FR

HOME | MY AGREEMENTS | MY ASSETS | MY PROFILE | MY REPORTS | CONTACT US

Home Payment History

PAYMENT HISTORY

Select:

Agreement Number [redacted] Report Period [redacted] GENERATE REPORT

AGREEMENT NUMBER:	DATE DUE	DATE RECEIVED	PAYMENT METHOD	AMOUNT ($)
000001-0500465-000	-	06/06/2019	Check	$11,561.11
000001-0500465-000	06/01/2019	05/14/2019	Check	$40,000.00
000001-0500465-000	-	05/06/2019	Check	$1,536.16
000001-0500465-000	-	05/06/2019	Check	($1,536.16)

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Sitemap | Terms and Conditions | Privacy Statement |

MASSEY FERGUSON

NANCE TRACTOR
450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

0025

KUHN

SOLD TO
AGUI01 AGUILAR-PINEDA
238 RIMER POND RD
BLYTHEWOOD, SC 29016

SHIP TO

Sold By: AM PO #: HILLER Date 10/09/19 EQUIPMENT SALE EM01408
Ship By: Tax #: 10:58:06 PRT: 2

Tax	D	Qty	Description		Price	Amount
EQUIPMENT SALE						
00000		002292 SFS SER#:0002292	HILLER	HILLER		399.00

Pd to pickup Tractor

Pd 399.00 #2169 11/8/19

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

** SUBTOTAL 399.00

X_____ Charge Sale

Phone: (803)238-9063

PAY THIS AMOUNT $399.00

MAINTENANCE WORK ORDER

NANCE TRACTOR & IMPLEMENT

450 Church St.

McConnells, SC 29726

(803) 684-5161

CLIENT NAME	ESWIN AGUILAR	ORDER DATE	ORDER NUMBER
CLIENT PHONE	(803) 238-9063	11/5/2019	WM03665
WORK LOCATION	SHOP LOCATION		

SERVICE TYPE	Warranty, No Charge
WORK DESCRIPTION	Replaced broken gear in transmission housing.
ADDITIONAL NOTES	Service is covered under Powertrain Warranty

LABOR DESCRIPTION	AMOUNT
REPLACED BROKEN GEAR IN TRANSMISSION	N/C
LABOR TOTAL	N/C

MATERIAL DESCRIPTION	QUANTITY	AMOUNT
1440477X1 – RETAINING RING	1	N/C
3011516X1 – BALL BEARING	1	N/C
3011690X1 – OIL SEAL	1	N/C
3014218X1 – HEX HEAD BOLT	5	N/C
4302670M1 – COUNTERSUNK SCREW	12	N/C
4309604M2 – GEAR-Z = 75	2	N/C
1442085X1 – BALL	3	N/C
3009853X1 – TAPER BEARING	1	N/C
4309789M1 – SHAFT-L = 2	2	N/C
	MATERIAL TOTAL	N/C

WORK ORDER COMPILED BY	BRITTANY HINSON

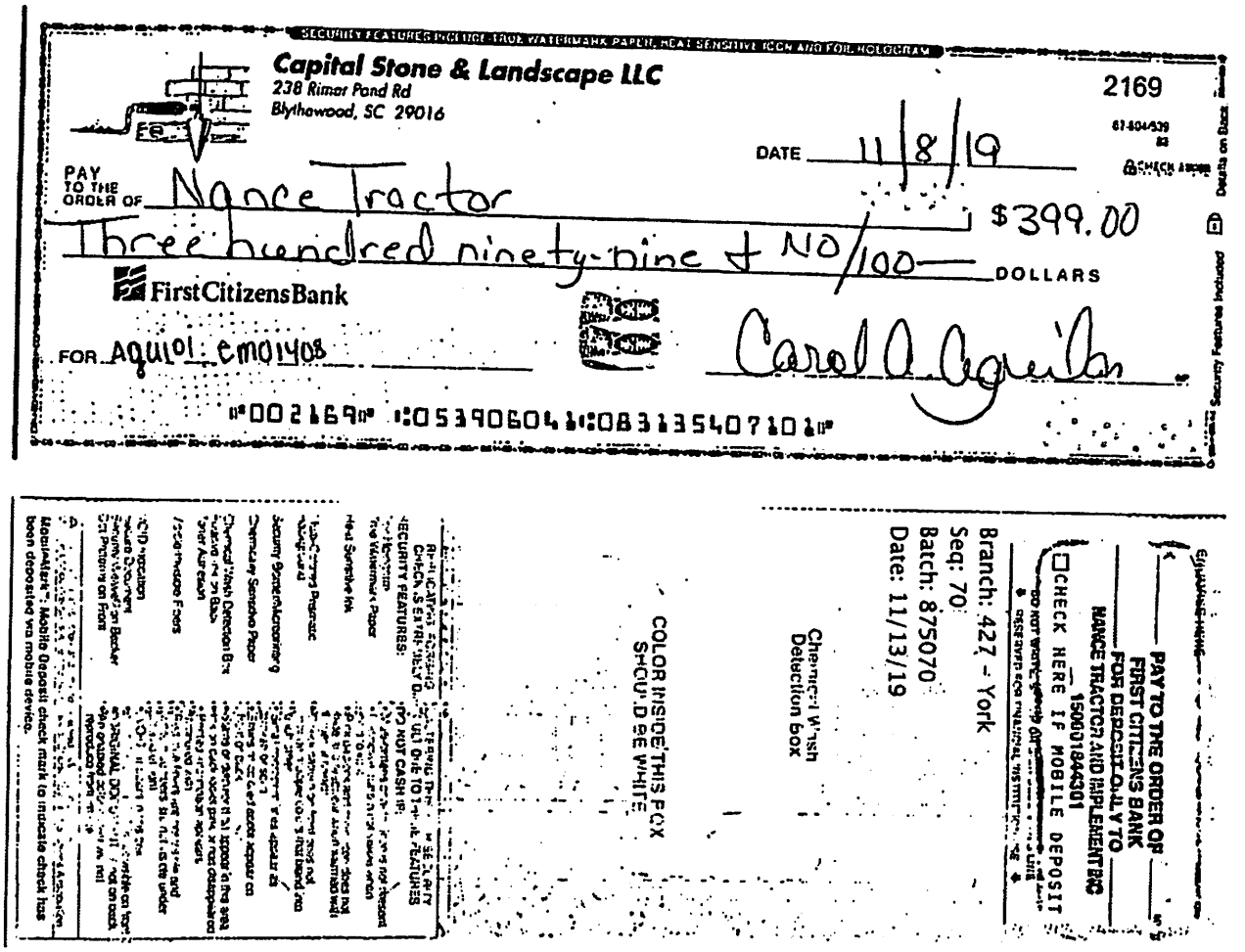
SUBTOTAL	N/C
TOTAL TAX	N/C
TOTAL	N/C

FirstCitizensBank

Basic Business Checking

XXXXXX7101

11/25/2019 1:26 PM



Amount: -399.00
Description: Check
Check Number: 2169
Posted Date: 11/13/2019
Transaction Type: History

0027

1/1

MASSEY FERGUSON

[illegible] TRACTOR

450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

KUHN

0028

SOLD TO
AGUI01 AGUILAR-PINEDA
238 RIMER POND RD
BLYTHEWOOD, SC 29016

SHIP TO

Sold By: MN PO #: EM01408 Date 11/18/19 REC'D ON ACCT AM00620
Ship By: Tax #: 11:57:01 PRT: 1

Tax	D	Qty	Description	Price	Amount
			REC'D ON ACCT EM01408		399.00

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

I agree to pay the total amount of this invoice
in accordance with the Cardholder Agreement.

X_____ *CC XXXXXXXXXXXX9036 ** TOTAL ** AUTH# 066334 399.00

Phone: (803)238-9063 PAY THIS AMOUNT $0.00

MASSEY FERGUSON

NANCE TRACTOR
450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

0029

KUHN

SOLD TO
AGUI01 AGUILAR-PINEDA
238 RIMER POND RD
BLYTHEWOOD, SC 29016

SHIP TO

Sold By: JO PO #: Date 11/18/19 COUNTER INVOICE IM14850
Ship By: Tax #: 12:02:17 PRT: 1

Tax	D	Qty	Description		Price	Amount
PARTS COUNTER						
00000		2	A&I A-VLA2066	JACK, SIDEW A4 WALL	53.40	106.80

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

I agree to pay the total amount of this invoice in accordance with the Cardholder Agreement.

	** SUBTOTAL	106.80
	** TOTAL **	106.80
*CC XXXXXXXXXXXX9036	AUTH# 070597	106.80-

X_____

Phone: (803)238-9063

PAY THIS AMOUNT $0.00

MASSEY FERGUSON

NANCE TRACTOR
450 Church Street
McConnells, SC 29726-7720
Phone: (803) 684-5161
Fax: (803) 684-5666
www.nancetractor.com

KUHN

0030

Picked up 7/20/20
Returned 9/22/20

SOLD TO
AGUI01 AGUILAR-PINEDA
2868 EAST PEACH RD.
RIDGEWAY, SC 29130

SHIP TO

MF MF4707 SN: MC040EJ5236016 HR .0 W:99
Sold By: TM PO #: 4707 BROKE DOWN Date 8/06/20 WORK ORDER WM04279
Ship By: Tax #: 12:24:53 PRT: 17 Open

Tax	D	Qty	Description			Price	Amount
			TRACTOR BROKE DOWN WHILE HARVESTING				
			NEEDS ROLLBACK				
			NEW TRACTOR, PROBLEM UNDER WARRANTY				
			GAS NEEDLE GOES TO ZERO ON OCCASION AND THROWS CODES				
			UPDATE SOFTWARE, TRACTOR IS NOW MOVING BUT GRINDING NOISE TOO				
			AGCO CLAIM #C-2737468 FOR TRANSMISSION				
			AGCO CLAIM #C-2741576 ON ELECTRICAL COMPONENETS				
			AGCO CLAIM #C-2741578 ON FUEL SENDER PROBLEM				
			PARTS COUNTER				
		00000 1	AGC 4358744M1	SHAFT		153.44	153.44
		00000 1	AGC 4309789M1	SHAFT-L = 2		107.52	107.52
		00000 1	AGC 4361934M1	GEAR-Z = 75		213.92	213.92
				** TOTAL PARTS COUNTER			474.88
			CUSTOMER LABOR				
				** TOTAL CUSTOMER LABOR			4891.75
			PARTS MISC				
		00000 1	WINSHIELD URETHANE			80.37	80.37
			PARTS COUNTER				
		00000 1	AGC 4309604M2	GEAR-Z = 75		203.84	203.84
		00000 6	AGC 4302670M1	COUNTERSUNK		1.32	7.92
		00000 1	AGC 3009853X1	TAPER BEARI		41.44	41.44
		00000 3	AGC 4310774M1	LOCKING SPR		14.22	42.66
		00000 3	AGC 1442085X1	BALL-X 8 MM		8.15	24.45
		00000 1	AGC 3016383X91	TAPER BEARI		74.59	74.59
		00000 2	AGC 4306180M1	SEGMENT		18.14	36.28
		00000 2	AGC ACP0039340	COMPOUND-Ga		16.26	32.52
		00000 7	AGC S.132145A	5/8 LOCK WA		.19	1.33
		00000 1	AGC ACW023009A	GLASS		648.48	648.48
		00000 1	AGC S.131605A	5/16-18x1 H		.35	.35
		00000 1	AGC S.132160A	5/16 Flat H		.18	.18
		00000 4	AGC S.132175A	5/8 Flat HW		1.10	4.40
		00000 1	AGC 4309229M1	FILTER ELEM	F6L5/F5A	82.32	82.32
		00000 1	AGC ACP0039340	COMPOUND-Ga		16.26	16.26
		00000 1	AGC 4310438M2	INDUCTIVE S	F6D1	66.42	66.42
		00000 1	AGC 4271801M1	FUSE 10A	C2E	1.12	1.12
		00000 1	AGC 4387039M1	FUEL GAUGE	G1	114.24	114.24
				** TOTAL PARTS COUNTER			1398.80
			FREIGHT PARTS				
		00000	SHIPPING				152.00

-ABOVE NON-TAXED ITEMS ARE TO BE USED FOR EXEMPT PURPOSES ACCORDING TO AG EXEMPTION LAWS.
-NO RETURNS AFTER 30 DAYS. NO RETURNS ON ELECTRICAL PARTS OR LITERATURE.
-A 20% RESTOCKING CHARGE WILL BE APPLIED ON CORRECTLY SUPPLIED PARTS.

** SUBTOTAL 6997.80

X_____ Charge Sale

Phone: (803)238-9063

PAY THIS AMOUNT ➡ $6997.80

P.I Cash Hoses Tax See

To: Michelle Jackson <mjackson@ tlettlawfirm.com>

0031

Cc: Capital Stone <capitalstone01@yahoo.com>

Sent: Friday, September 18, 2020, 12:07:36 PM EDT

Subject: Aguilar Tractor

Michelle,

I have attached the paperwork for the Massey Ferguson Tractor we purchased from Nance Tractor April 2019. Tractor was picked up on 7/20/20 for repairs. This is second time the tractor has been repaired for same error.

Eswin has calling and speaking to Brittney and we just keep getting excuses. First they were short on a mechanic and couldn't get to it, then it was a plate the mechanic broke and they had to wait on parts, now the mechanic broke the windshield and waiting on that. This was last week when that happened. Eswin has explained to them that this is a warranty repair and we need the tractor to plant the trees for our tree farm this year. I spoke with Michael Nance (owner) end of last week and he told me that he wished he could get the tractor out of his shop because he wasn't making any money off of it. He was very rude and he also told me that he was upset he had to purchase the windshield his mechanic broke because the money was coming out of his pocket. Never apologized and seemed to not care. We really need this tractor. We have had to pay to have our 42 acres mowed 4 times now. We also had an issue with a busted tire and had to call Corporate to get replaced.

Nancy Tractor

450 Church St

McConnells SC 29726

(803) 684-5161

Let me know if you need anything else.

Thank you,

Carol Aguilar

(803) 517-8173

AguilarTractor.pdf
10752K

MAINTENANCE WORK ORDER

NANCE TRACTOR & IMPLEMENT

450 Church St.

McConnells, SC 29726

(803) 684-5161

CLIENT NAME	ESWIN AGUILAR	ORDER DATE	ORDER NUMBER
CLIENT PHONE	(803) 238-9063	9/28/2020	WM04279
WORK LOCATION	SHOP LOCATION		

SERVICE TYPE	Warranty, No Charge
WORK DESCRIPTION	Replaced broken shaft in transmission, software update, replaced fuel gauge
ADDITIONAL NOTES	Service is covered under Powertrain Warranty

LABOR DESCRIPTION	AMOUNT
REPLACED BROKEN PARTS IN TRANSMISSION, UPDATE, GAUGE	N/C
LABOR TOTAL	N/C

MATERIAL DESCRIPTION	QUANTITY	AMOUNT
3016383X91 – TAPER BEARING	1	N/C
4306180M1 – SEGMENT	2	N/C
ACP0039340 – COMPOUND-GA	3	N/C
4309605M1 – GEAR	1	N/C
4309229M1 – FILTER ELEMENT	1	N/C
79037109 – OIL	60	N/C
4358760M91 – SYNCH	1	N/C
4387039M1 – FUEL GAUGE	1	N/C
4361934M1 – GEAR-Z = 75	1	N/C
4310774M1 – LOCKING SPRING	3	N/C
366434X1 – ORING	1	N/C
4358744M1 – SHAFT	1	N/C
MATERIAL TOTAL		N/C

WORK ORDER COMPILED BY	BRITTANY HINSON

SUBTOTAL	N/C
TOTAL TAX	N/C
TOTAL	N/C

Aguilar Tractor Issues

From: Eswin Aguilar (capitalstone01@yahoo.com)
To: michael@nancetractor.com
Cc: capitalstone01@yahoo.com
Bcc: bbartlett@bartlettlawfirm.com
Date: Tuesday, September 29, 2020, 12:07 PM EDT

Michael,

Per our conversation, I am attaching some pictures of the issues I have found when the tractor was returned to me.

Picked up 7/20/20 and returned 9/22/20

The following issues were found:

Tractor returned filthy (Red clay all over inside and out (clumps in some places)
New windshield caulking clumped in places (not sealed properly and dirty)
Broken glass from old windshield left all over engine area and inside tractor cab
Hydraulic hoses for loader not seated in proper place (left hanging)
Hydraulic hoses underneath tractor not seated properly (hanging) and bolts missing
Fender not connected to bolt
Light plugs not connected
Right door (if sitting in tractor) bolt sticking out (not secured)
Oil all over side and bottom of tractor (not sure if leak or just wasn't cleaned up)
Transmission oil drain plug was not tightened
Transmission oil only filled halfway (not sure if leaking)
2 bolts on metal shaft plate underneath tractor missing
Engine oil dipstick not showing any oil
Loader joystick loose
Tractor making buzzing sound (sounds like hydraulic issue)
(Some of issues I have fixed myself (tighten some bolts and added hydraulic oil)

Not sure if any other problems as I am not able to see anything inside the engine itself.

I need the tractor to start planting my trees and I do not want to wait any longer to use the tractor. I need the tractor to be fixed or replaced with a new tractor.

Eswin Aguilar
(803) 238-9063

3644.jpeg
75.7kB

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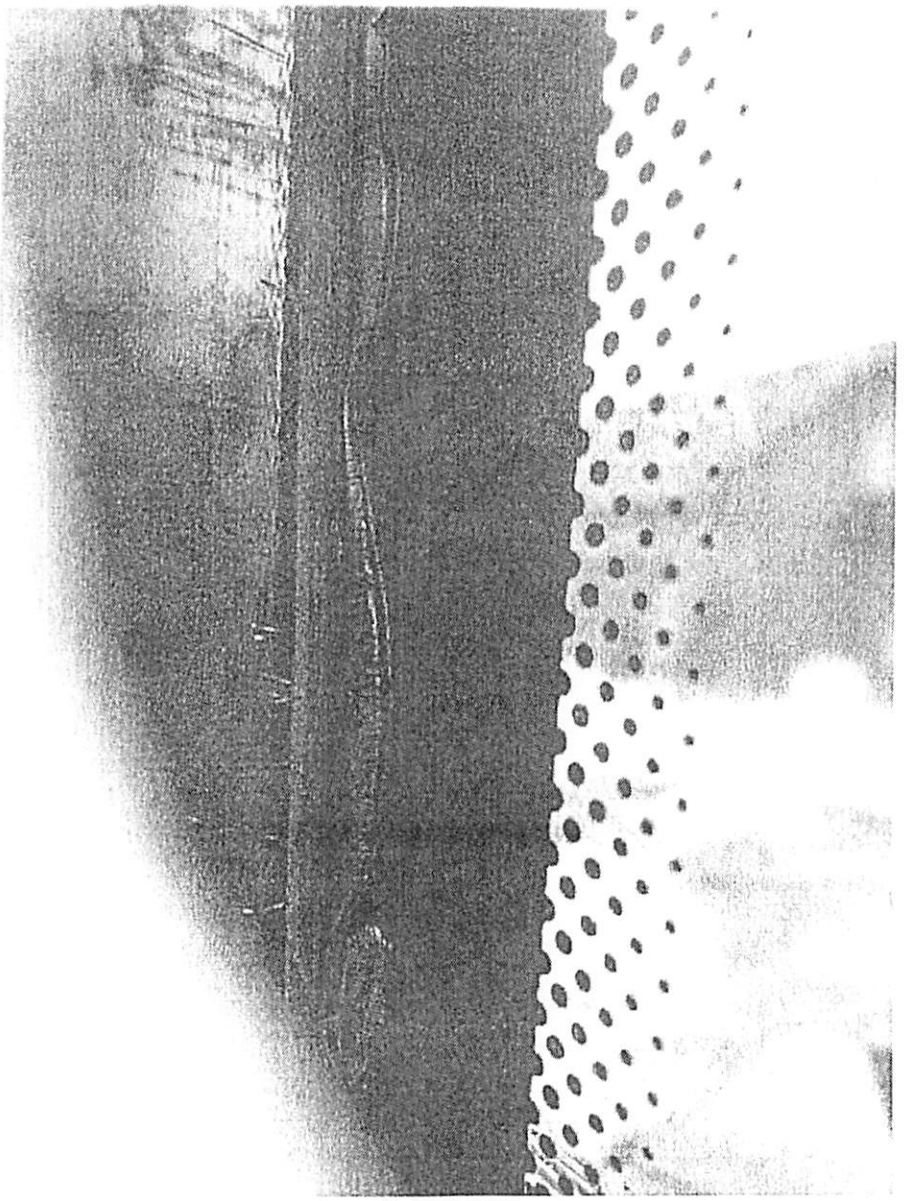

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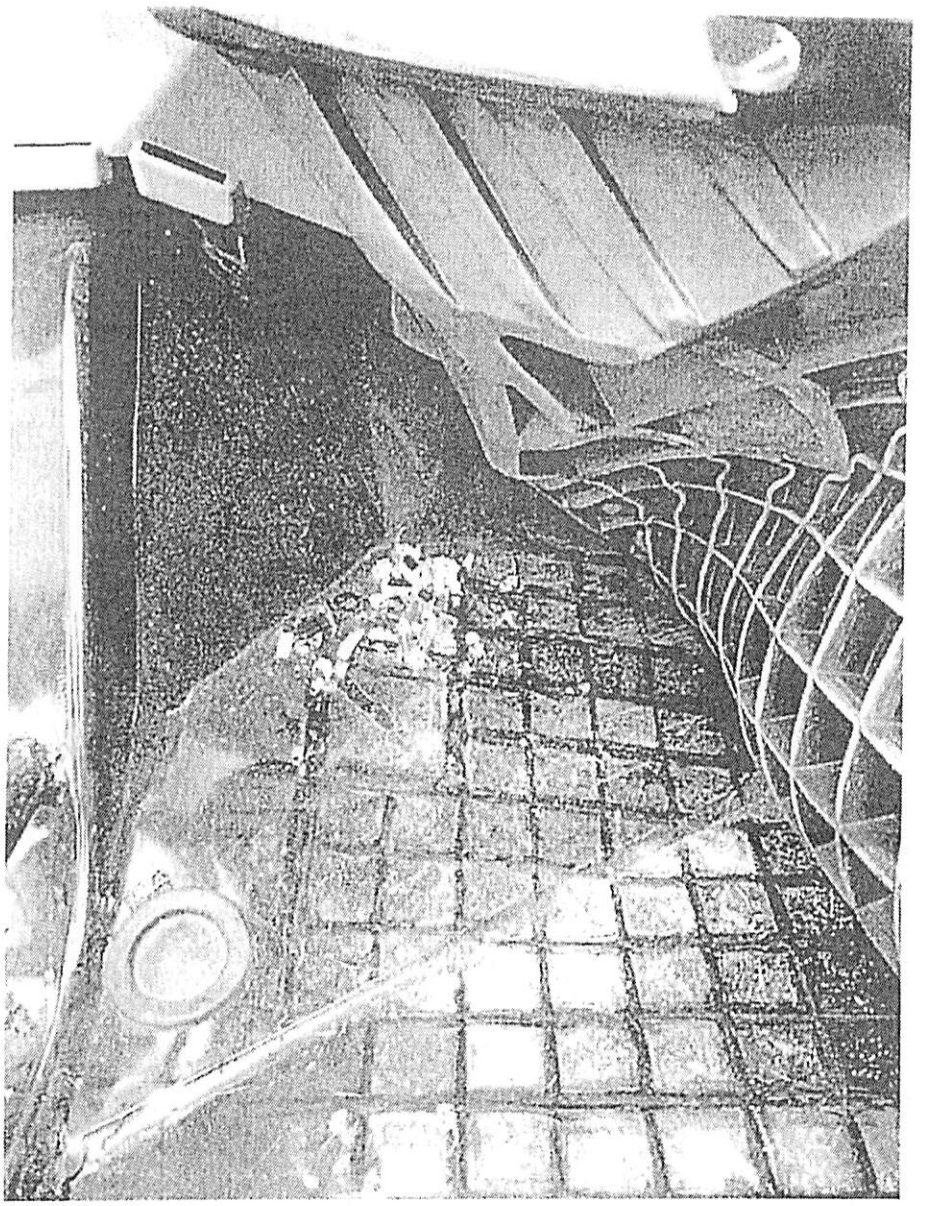

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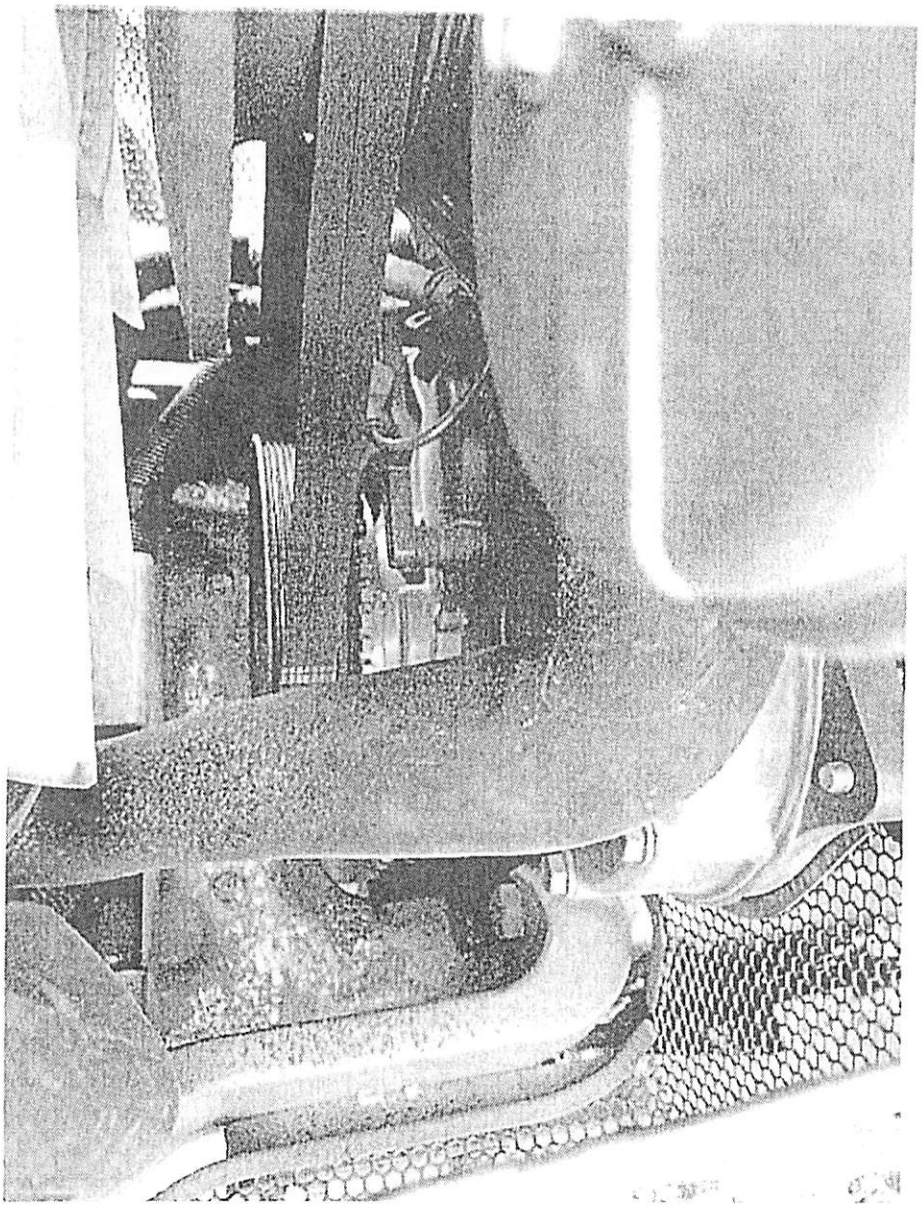

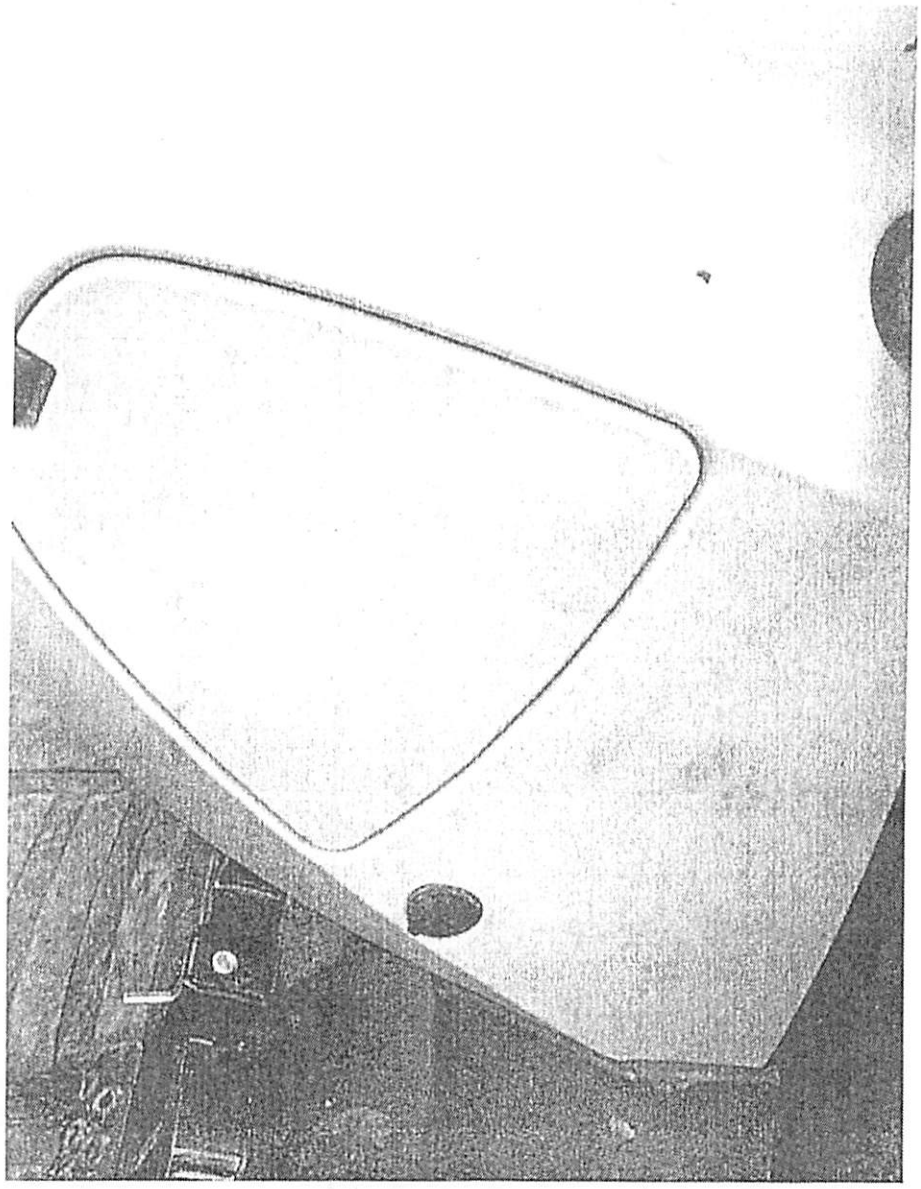

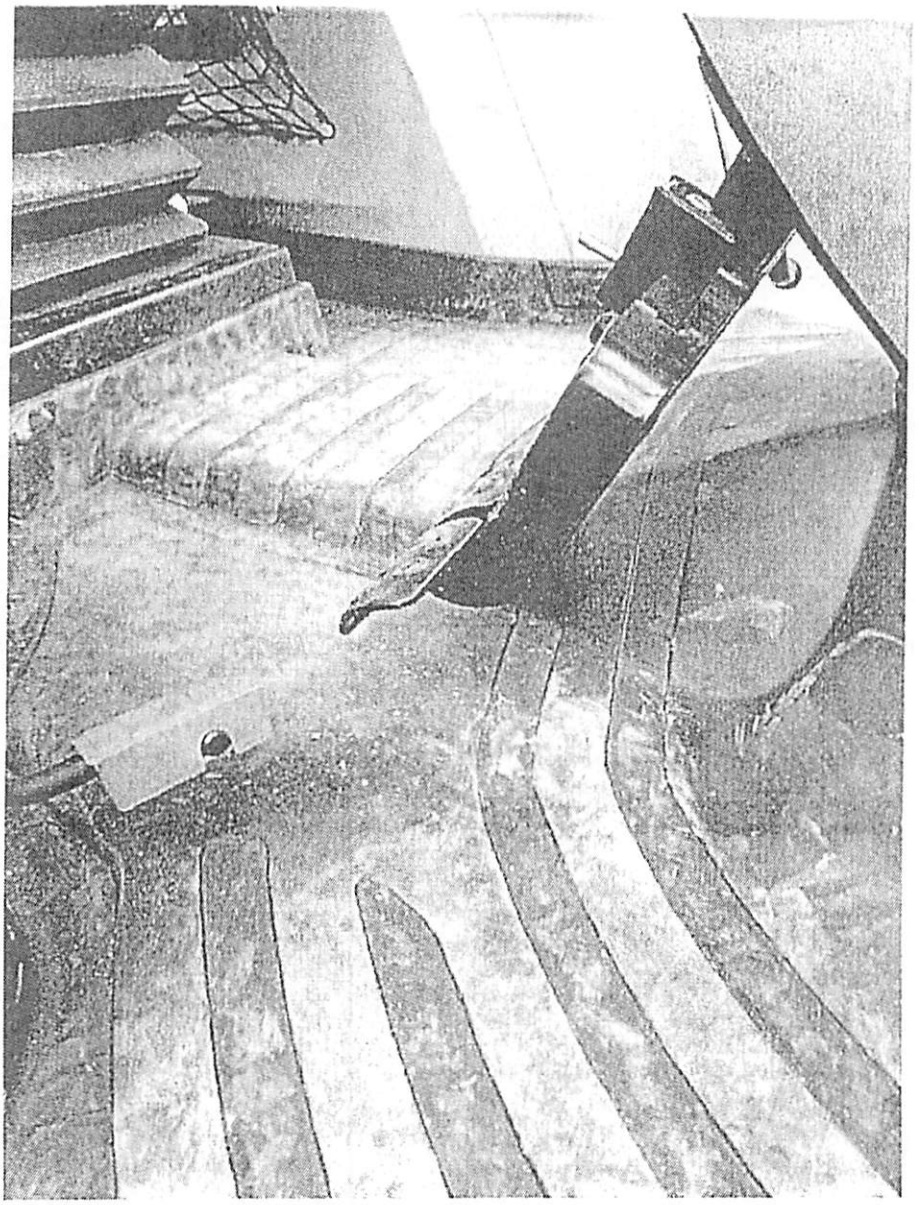

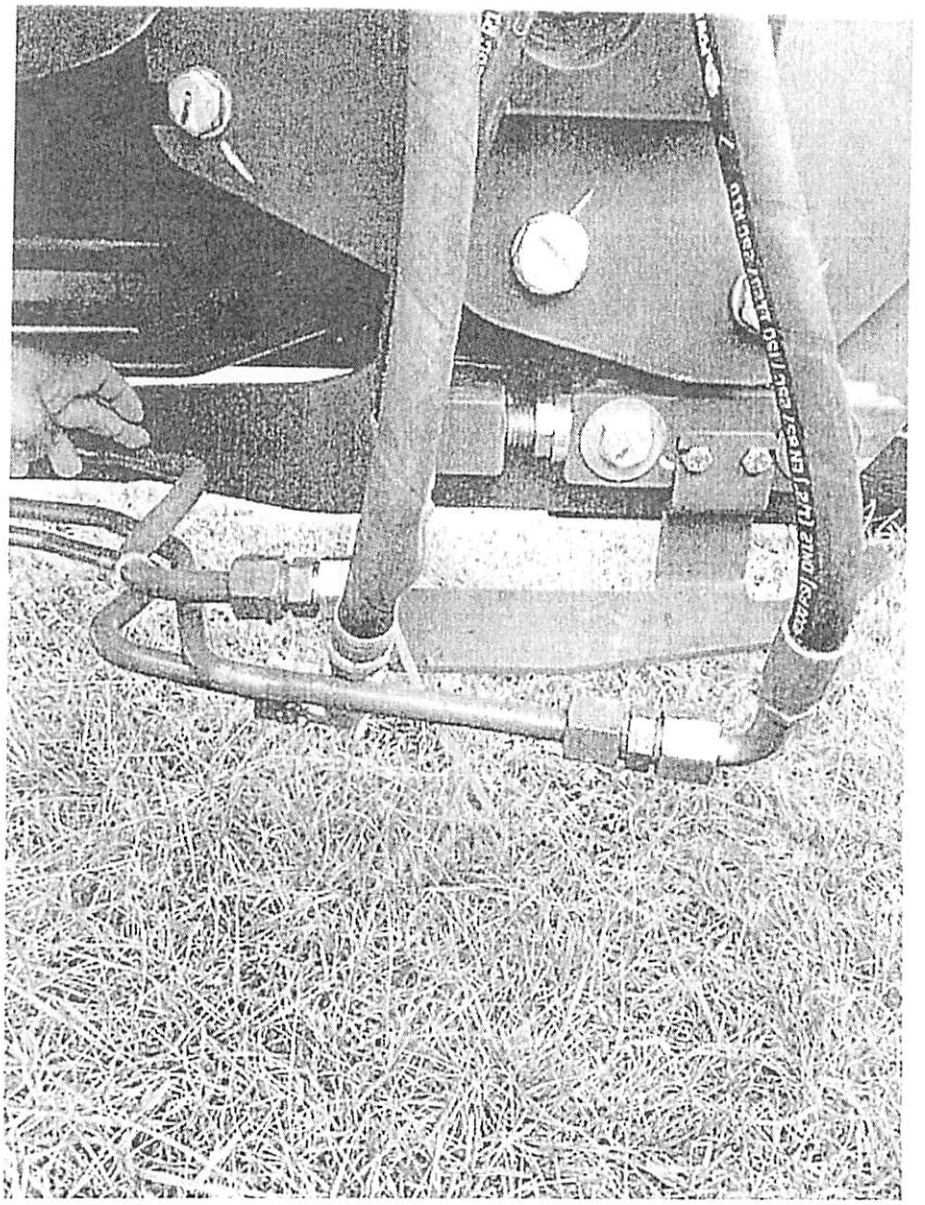

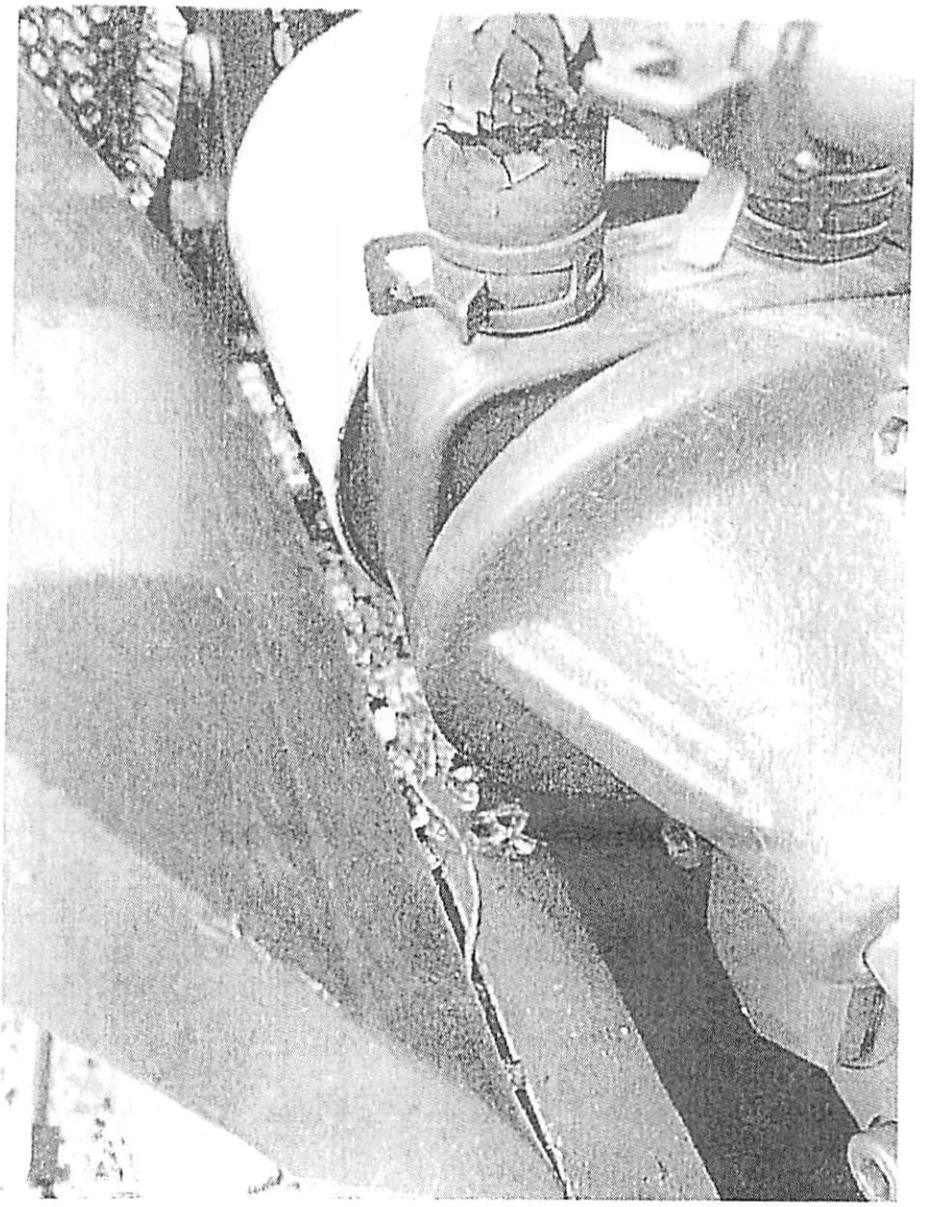

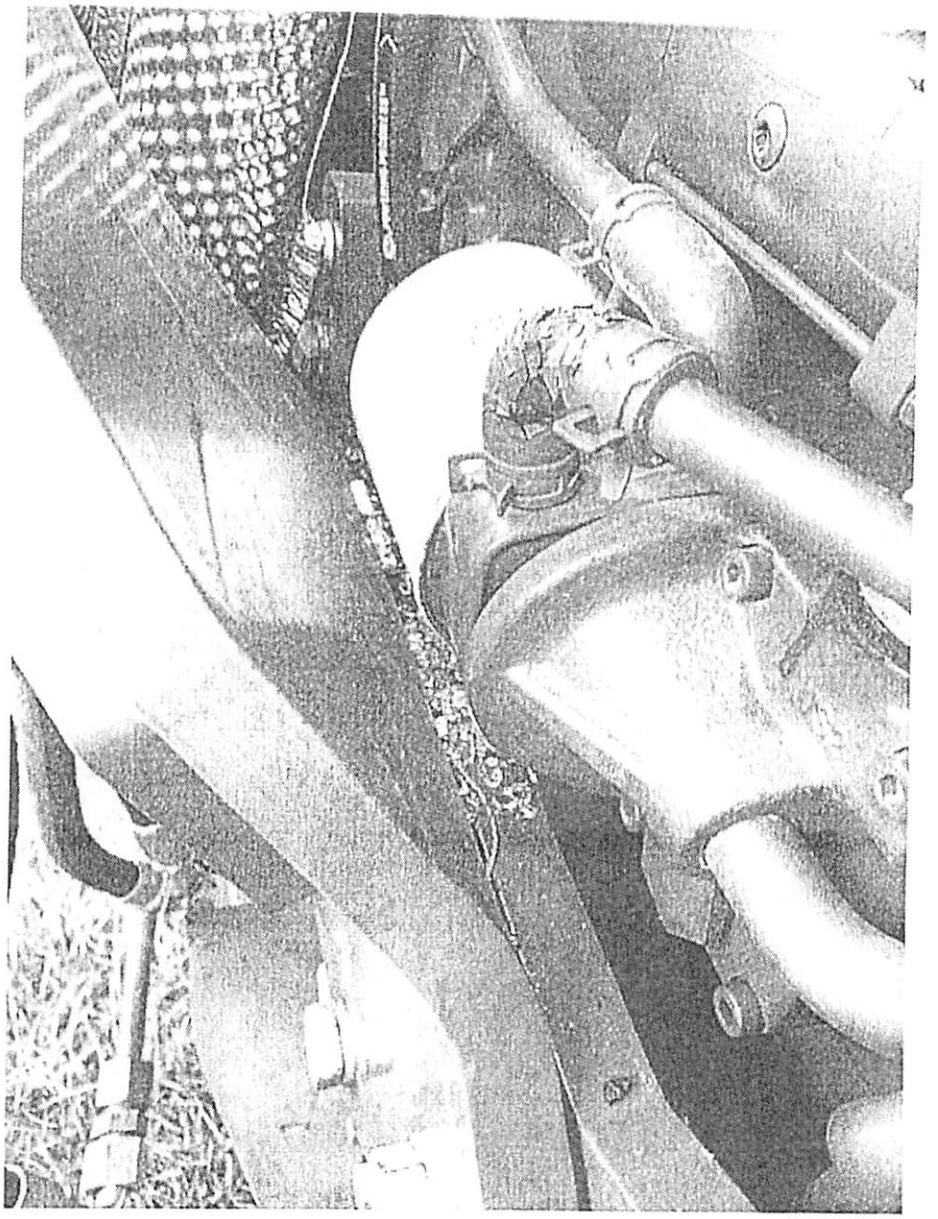

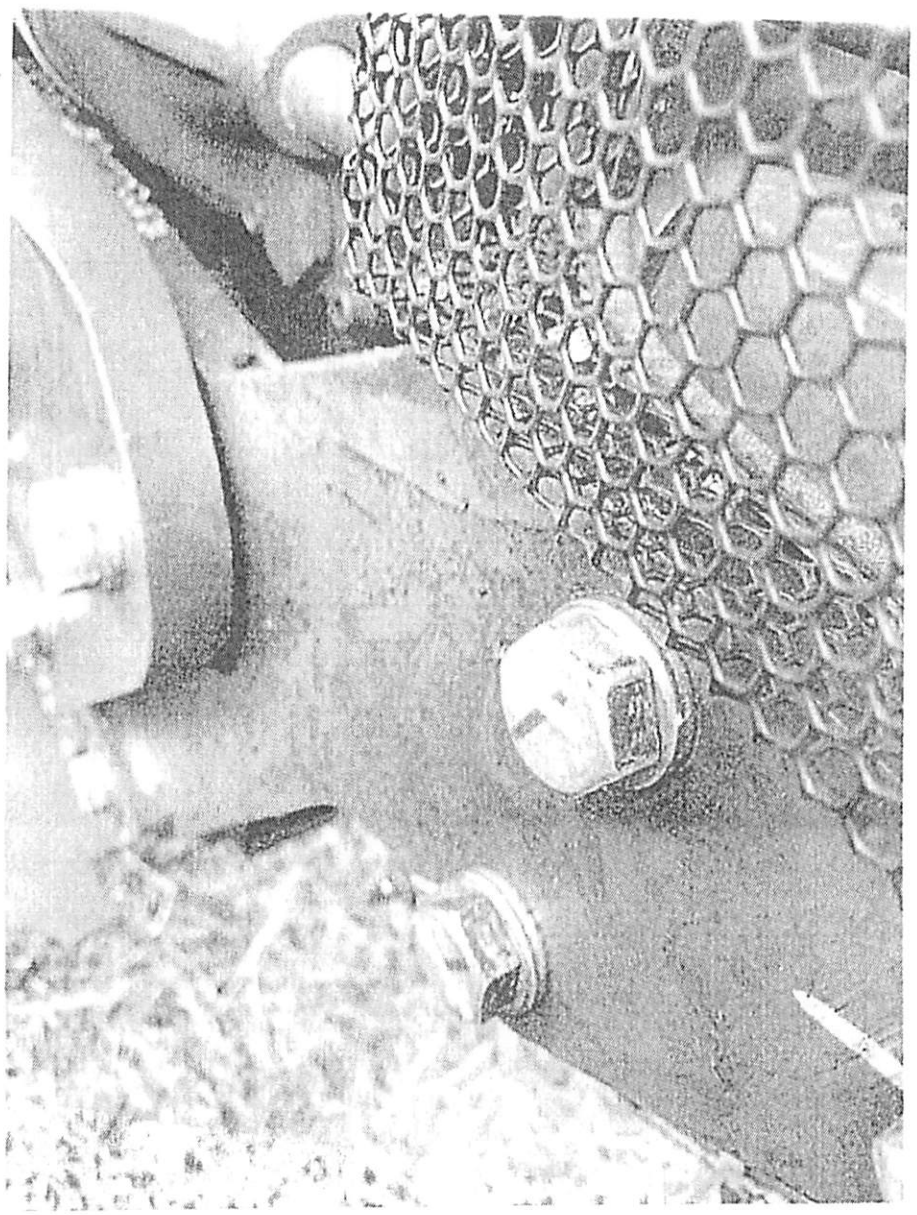

FERGUSON